****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
AGENDA

COUNCIL CHAMBERS | OCTOBER 14, 2024 | 5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Aspenlieder

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

MINUTES: September 23, 2024

COURTESIES:

PROCLAMATIONS: Toastmasters Month

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **Parking Garages Repairs 2024.** (Opened 10/1/24) Recommend Centennial Concrete and Waterproofing, LLC.
2. **Gasoline and Diesel Fuel Products.** (Opened 9/17/24) Recommend Town and Country Supply Association.
3. **Oil and Lubrication Products.** (Opened 9/17/24) Recommend A & I Distributors.

B. **Purchase** of two (2) 2025 Single Engine Combination Sewer Cleaners; Joe Johnson Equipment.

C. **Purchase** of replacement parts for the Water Reclamation Facility - UV Disinfection System; Trojan Technologies.

D. **Purchase** of replacement parts for the Water Reclamation Facility - Headworks Screen #3; Saveco North America, Inc.

E. **Memorandum of Agreement (MOA)** with County Water District of Billings Heights (CWDBH) for Cost Sharing of W.O. 24-41: Heights Water District Consolidation Study.

F. **Memorandum of Understanding (MOU)** with Par-3 Golf Course and Sunset Memorial Gardens to establish an irrigation supply line maintenance fund.

G. **Memorandum of Understanding (MOU)** with Yellowstone County for sharing of GIS Data and Services.

H. **Amendment to Memorandum of Understanding (MOU)** with Yellowstone County for Public Safety Software Licenses.

I. **Agreement** with Tyler Technologies for Public Safety Software Licenses and Support.

J. **Professional Engineering Services Contract** with Morrison-Maierle for W.O. 25-01, Contract 2: 2025 Sewer Main Replacement Project.

K. **Donations** to the Police Department; Breakfast Flakes and BET Casino.

L. **Preliminary Plat Extension** for Trails West Subdivision, 6th Filing. *Quasi-Judicial

M. **Second/Final Reading Ordinance** for Zone Change 1055, Galaxy Subdivision. *Quasi-Judicial

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

1. September 3, 2024
2. September 9, 2024
3. September 16, 2024

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

REGULAR AGENDA:

2. **PUBLIC HEARING** for land use contrary to zoning for Rose Park School. No action necessary.

3. **MONTANA NATIONAL GUARD PROPERTY**
JOINT PUBLIC HEARING FOR ANNEXATION 24-03 AND ZONE CHANGE 1054:

a. **RESOLUTION APPROVING ANNEXATION 24-03:** generally located north of Highway 3 and west of AJ Way. Staff recommends conditional approval. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution conditionally approving Annexation 24-03, as recommended by staff.

b. **FIRST READING ORDINANCE FOR ZONE CHANGE 1054:** generally located north of Highway 3 and west of AJ Way. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1054 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

c. **ANNEXATION AGREEMENT** with the Department of Military Affairs. Staff recommends approval.

Recommended Motion: I move to approve an Annexation Agreement with the Department of Military Affairs, as recommended by staff.

d. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward I to include recently annexed property in Annexation 24-03. Staff recommends approval.

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

4. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Subdivision Regulations. Staff recommends approval.

   Recommended Motion: Having conducted a public hearing, considered written and spoken testimony, I move to approve First Reading Ordinance amending Subdivision Regulations, 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: 10/14/2024
Title: Parking Garages Repairs 2024
Presented by: John Caterino, Facilities Manager
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that Council approve and award a contract for architectural and structural repairs at Park One, 1st Ave N., and Park Three parking structures to Centennial Concrete and Waterproofing, LLC for $339,531.00

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

Due to the amount of use and exposure to elements, it is industry best practice to conduct regular audits of parking garages and ensure routine repairs are being completed per engineers' recommendations. The last condition audit was completed in 2014, and three phases of repairs were completed in 2106, 2017, and 2018.

In September of 2023, Facilities Division advertised a Request for Proposals (RFP) for a condition audit of three city-owned parking structures:

- Park One on 3rd Ave N.
- 1st Ave N. (formerly known as Park Two) on 1st Ave N.
- Park Three on 2nd Ave N.

A review committee selected DESMAN Associates as the successful proposer.

During the winter of 2024, DESMAN completed an architectural and structural condition audit and materials testing (chloride analysis and chain drag) of the three Subject Properties which are cast-in-place post-tensioned concrete parking structures. The DESMAN team was onsite for three days to observe the structures and measure performance, identify sources of damage, diagnose causes, evaluate best repairs, and prioritize corrective actions. The condition audit reports that were provided to the City contained a summary with recommended immediate repairs, 2024 calendar year repairs, and 2025-2028 calendar year repairs based upon condition, severity level, and urgency. Due to the age and use of the structures, various types and levels of repair are recommended to keep the parking structures and the various elements in fair to good condition. Architectural and structural repair items range from floor restoration (traffic topping, and proper drainage), vertical and horizontal concrete repairs (epoxy injection, masonry tuckpointing and cable tightening), and water moisture recondition (fog sealer).

DESMAN was retained for the purposes of creating drawings and specifications for the bid pack. The work that is being approved by Council is full scope for immediate and 2024 repairs for Park One and 1st Ave N. Park Three is limited to repairs agreed upon by City Administration and Buyer of City Hall/Park 3.

Facilities advertised an Invitation for Bid (IFB) on 08/30 and 09/06/2024 in *Yellowstone County News* and on the City's Website.

Bids were opened on 10/01/2024 and one (1) bid was received. Bid tabulation is provided below with Centennial Concrete and Waterproofing being the successful low and responsive bidder. The project engineer has reviewed the bid and confirmed it is in line with expectations.

Bidder	Base Bid
Centennial Concrete and Waterproofing	$339,531.00

STAKEHOLDERS

City -- Administration (Facilities and Parking Divisions)
Engineer -- DESMAN
Contractor -- Centennial Concrete and Waterproofing

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve and provide further direction

FISCAL EFFECTS

Parking Division will pay for the repairs of Park 1, and 1st Ave N., via their capital accounts and Facilities will pay for Park 3 with their capital account.

Attachments

Centennial Contract

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **CENTENNIAL CONCRETE AND WATERPROOFING LLC**, of 15253 East Fremont Dr., Centennial, CO 80112 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of concrete parking garage structure repairs described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on August 31, 2025. The parties may extend this **AGREEMENT**, by mutual concurrence, for sixty days, in writing prior to its termination.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** three hundred thirty-nine thousand five hundred thirty-one dollars ($339,531.00) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY**

for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each 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 invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

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

6. **LIQUIDATED DAMAGES:** If **CONTRACTOR** does not complete the work by the designated contract date(s), liquidated damages will be assessed in the form of a daily charge for each day, except Saturdays, Sundays, and legal holidays which exceed the contract date.

   The daily charge(s) are stipulated to be reasonable quantifications of the damages incurred by the **CITY**:

   - Liquidated damages for failure to complete project: $150.00 per day.
   - The charge(s) will be deducted from money due the **CONTRACTOR**.

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

8. **INDEMNITY:**

The **CONTRACTOR** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

9. <u>INSURANCE</u>:

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

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

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

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

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

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

CONTRACTOR shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

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

CONTRACTOR shall furnish an approved Performance Bond in the amount of one hundred percent (100%) of the contract amount.

10. PERMITTING AND INSPECTIONS:

A. **CONTRACTOR** to obtain all required permits before beginning construction. Cost of permits shall be billed to the **CITY** as a reimbursable expense with no mark-up.

B. **CONTRACTOR** to obtain all required inspections during construction and at final completion.

11. EQUIPMENT AND MATERIALS CUSTODY:

A. **CITY** shall not be responsible for any equipment or materials until it is installed and commissioned.

B. If materials or equipment go missing for any reason before they are installed and commissioned, they shall be replaced at no cost to **CITY**.

C. All equipment and materials shall be secured and stored by **CONTRACTOR** in a location approved by the **CITY** or offsite.

D. If arrangements are made to store onsite **CITY** shall not be responsible for any missing items.

E. **CITY** will not take delivery of any equipment or materials.

F. All equipment and materials must be brought onsite by **CONTRACTOR**.

12. EQUIPMENT AND MATERIALS INVENTORY:

A. A detailed inventory list shall be provided by **CONTRACTOR** to **CITY** upon **CONTRACTOR** mobilization or project commencement.

B. Inventory list to include material information (make, model, etc.), and quantity.

C. When an item is installed and commissioned it shall be deducted from the inventory list.

13. WARRANTY: CONTRACTOR warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit “A”.

14. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, rules, and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

15. PREVAILING WAGE RATES: Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor’s workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana

Department of Labor and Industry.

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

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

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

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

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

16. **CONTRACTORS' GROSS RECEIPTS TAX: CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any

kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Eighty Thousand Dollars ($80,000) or more.

17. NONDISCRIMINATION:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their

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

C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.

F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

18. **CONTRACTOR PERSONNEL:** A list of personnel who will be onsite for project shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution, including:

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

19. **SAFETY PROGRAM: CONTRACTOR** to provide **CITY** with safety program within 10 business days of contract execution.

20. **MEETINGS: CONTRACTOR** shall attend a pre-construction meeting with **CITY** representatives, as well as progress meetings as requested by the **CITY**.

21. **PROJECT SCHEDULE TIMELINE:** A project schedule timeline shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution.

Accepted schedule formats are Gantt chart, network diagram, critical path diagram, or sequential flow chart.

A Phase-Based Work-Breakdown Structure (WBS) by resource shall be provided by **CONTRACTOR** to **CITY** within 10 business days of contract execution and shall include a decomposed project scope consisting of phases and deliverables, tasks, and component deadlines.

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

23. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Mike Padilla.

24. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

25. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

26. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

27. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be

used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

CENTENNIAL CONCRETE AND WATERPROOFING, LLC

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

EXHIBIT A

SCOPE OF WORK

Repairs are limited to the below City owned parking garage locations:

- Park 1 at 3rd Ave N between N 30th St and N 29th St
- 1st Ave N, formerly known as Park 2 at 1st Ave N between N 27th St and N 26th St
- Park 3 at 2nd Ave N between N Broadway and N 27th St

Refer to these exhibits for detailed scope of work.
Exhibit B specifications (Divisions 01, 02, 03, 05, 07, 09, 10)

- Titled City Parking Garages Repairs 2024 for Park 1, 1st Ave N., and Park 3
- Containing 182 pages
- Dated August 2024

Exhibit C drawings

- Dated 8.22.24
- Titled City Parking Garages Repairs 2024 for Park 1, 1st Ave N., and Park 3
- Containing 21 pages
- Dated 8.22.24

City Council Regular

Date: 10/14/2024
Title: Award of bids for Gasoline and Diesel Fuel Products
Presented by: Nick Westburg
Department: City Hall Administration
Presentation: No
Legal Review: Template Contract
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council award the Gasoline and Diesel Fuel products contract to Town and Country Supply Association for two years, with 5 one-year options to renew by mutual agreement.

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

The Fleet Services Division administers the annual contracts for all Gasoline and Diesel Fuel products for City equipment. The present contract expires next month, so staff requested bids for Gasoline and Diesel Fuel products. Staff advertised for sealed bids for Gasoline and Diesel Fuel Products on August 30 and September 6, 2024, with a bid opening on September 17, 2024.
The prices for Gasoline and Diesel Fuel products are based on the OPIS (Oil Pricing Information Service) pricing index. OPIS is a nationwide information system which monitors and reports fuel prices per gallon and fluctuations at each terminal location on a daily basis. Daily fuel pricing will match the OPIS Daily Average Gross Rack price for each product. Since the OPIS/Rack price and Taxes are pre-established, only the "Vendor Markup" figure is used to establish the bid award recommendation. The Vendor Markup includes: cost of transportation; vendor overhead costs; blending and additive fees; and the vendor's margin of profit. The total amount listed is the Vendor Markup per gallon times the estimated annual usage. The City uses about 260,000 gallons of gasoline and 600,000 gallons of diesel fuel per year.
The vendor markup bid is calculated as a plus or minus number in respect to the posted OPIS Daily Average Rack price. Fuel vendors have submitted negative numbers for the vendor markup bids. The negative numbers are the amount per gallon the vendor will discount or subtract from the OPIS Daily Average Rack Price. The negative bid number is made possible by refineries offering "Terminal Discounts" to distributors who in turn can pass the discounts on to their large volume customers with good payment histories.
The bid award will be for two years, with five one-year options to renew. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the City, not to exceed a total of seven years.

ALTERNATIVES

City Council may:

- Approve the bid award for Gasoline and Diesel Fuel Products or;
- Not Approve the bid award and reject all bids.

FISCAL EFFECTS

All departments with City equipment budget for fuel expenses. Five bids were received September 17, 2024, as outlined below. One bidder did not include extended dollar amounts as instructed, resulting in no total bid submitted.

NAME OF BIDDER	CityServiceValcon	Farstad Oil	Town and Country Supply Assoc.	Sunoco LP	Valley Farmers Supply	
STATE						
Type of Security	N/A	N/A	N/A	N/A	N/A	
Addendum(s)	2	No	1	2	No	
Total Gasoline	$252.00		($5,285.00)	$13,000.00	$189,800.00	
Total Diesel Fuel	($24,120.00)		($22,240.00)	$18,000.00	$456,000.00	
Total Gasoline & Diesel Fuel	($23,110.50)		($27,525.00)	$31,000.00	$645,800.00	

SUMMARY

In summary, staff recommends that City Council award the two-year Gasoline and Diesel Fuel products contract to the lowest bidder, Town and Country Supply Association, who bid the greatest discounted amount from the OPIS/Rack fuel prices. The two-year contract includes five one-year options to renew by mutual agreement.

Attachments

Gas and Diesel Fuel products contract 2024-31

GASOLINE AND DIESEL FUEL
PRODUCTS AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into October 26, 2024, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **TOWN AND COUNTRY SUPPLY ASSOCIATION**, of P.O. Box 367, Laurel, MT 59044, hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to provide fuel and diesel products , more accurately described below and in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

Item	Vendor Markup
Unleaded Gasoline Regular Grade 87 Octane no more than 10% ethanol	- $.0210/gal
Unleaded Gasoline Mid-Grade 89-90 Octane no more than 10% ethanol	-$.0210/gal
Unleaded Gasoline 92 Octane, no ethanol	$0.014/gal
No. 1 ULS Red Dyed Diesel Fuel Min. Cetane 40	- $.0180/gal
No. 2 ULS Red Dyed Diesel Fuel Min. Cetane 40 (Summer Blend)	- $.0420/gal
No. 2 ULS Red Dyed Diesel Fuel with additive Min. Cetane 40 (Winter Blend)	- $.0380/gal

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on October 27, 2026. Renewals of this **AGREEMENT**, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the **CITY**, not to exceed a total of seven (7) years including the original term. This **AGREEMENT** will be exclusive for the **CITY** locations listed.

3. **PRICE:** The **CITY** agrees to pay the amount per gallon in Section 1 and on the attached Exhibit A as the markup price. Fuel product prices are to be calculated using the following formula: OPIS/Rack Daily Average Gross Price in effect on

the date of delivery + Applicable Taxes/Fees + or - Vendor Markup = Invoice Price Per Gallon.

Taxes/Fees: All taxes and fees must be listed separately on each invoice.

The **CITY** is exempt from Federal Excise Taxes (#81-6001237).

The purchase price is free on board at the place of delivery and **CONTRACTOR** may not impose any additional, shipping, delivery or storage charges.

CONTRACTOR shall invoice the **CITY** for all products purchased/services rendered pursuant to this **AGREEMENT**. Invoicing of fuel purchases shall be directed to the department of the **CITY** with authority over the specific delivery location. A copy of the delivery ticket will be left at the delivery location. The **CONTRACTOR** shall secure the proper billing and invoicing address for each location(s).

Invoices must include the following:

1) Delivery Date
2) Gallons delivered of each product individually listed.
3) OPIS/Rack Daily Average Gross rack price per gallon of each product on the delivery date.
4) Vendor Markup for each product individually listed (as per contract).
5) Total price per gallon (OPIS/Rack Daily Average Gross pricing plus Vendor Markup.
6) Applicable Taxes/Fees
7) Total delivered cost (Total price per gallon plus Taxes/Fees times the number of gallons delivered).

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

4. **DELIVERY AND PAYMENT: CONTRACTOR** agrees to deliver the above-described goods or product to **CITY** within twenty-four (24) hours of receipt of **CITY'S** order unless otherwise provided in this **AGREEMENT.** Delivery will occur at various locations selected by the **CITY** or at a place otherwise selected by **CITY.** Upon delivery, **CITY** may inspect the goods or product to ensure that it meets **CITY** specifications, and **CONTRACTOR** may obtain specifications from **CITY** upon request. If the Product meets **CITY** specifications, **CITY** shall tender the purchase price stated above to **CONTRACTOR** through the **CITY'S** normal claim process.

All payment terms will be computed from the date of delivery of supplies or services or receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the **CITY** is allowed 30 days to pay such invoices. All applicable early payment discounts will be passed on to the **CITY**.

Delivery tickets (bill of lading) must accompany the delivery of fuel and must include the quantity in gross gallons; designated refinery where fuel was loaded; product/brand description and date loaded.

5. **COMMUNICATION: CONTRACTOR** must provide the **CITY** with daily fuel pricing by electronic email or fax. The information must include:

   - OPIS/Rack Daily Average Gross pricing per gallon
   - Taxes and Fees
   - Vendor Markup
   - Total price per gallon to the **CITY**

6. **SPECIFICATIONS: CONTRACTOR** agrees that this Product complies with the **CITY'S** specifications provided to **CONTRACTOR** and with the **CONTRACTOR'S** proposal thereto as accepted by the **CITY**. Unless otherwise agreed to by the **CITY**, the **CITY'S** specifications govern and control in the event of inconsistencies with the **CONTRACTOR'S** response to the same.

7. **SCOPE OF WORK:** The **CONTRACTOR** shall provide the products and perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

8. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

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

10. INDEMNITY:

The **CONTRACTOR** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a

result from the **CITY'S** performance pursuant to this **AGREEMENT**.

8. **INSURANCE:**

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

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

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

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

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

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

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

9. **WARRANTY:** Unless superseded or supplemented by an express warranty, **CONTRACTOR** represents and warrants that the Product(s) are covered by implied warranties for merchantability and fitness for the particular purpose for which they have been purchased.

10. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

11. NONDISCRIMINATION:

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

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

proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.

F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12. **DEFAULT AND TERMINATION:** If **CONTRACTOR** fails to deliver the goods or product, or violates any provision of this **AGREEMENT,** or if the goods or product fails to meet **CITY'S** specifications, **CITY** may, at its option, declare the **CONTRACTOR** in default and immediately cancel and rescind this **AGREEMENT.** Thereafter, **CITY** may procure substitute goods or product to replace the goods or product described herein. In such event, **CONTRACTOR** is liable to **CITY** for the difference between the price set forth herein and the price paid by **CITY** for replacement goods or product. Additionally, the **CITY** may pursue any other remedy it has at law or in equity.

13. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Nick Westburg and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Josh Starr.

14. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

15. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

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

CITY OF BILLINGS, MONTANA

_____
WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

By_____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

TOWN AND COUNTRY SUPPLY ASSOCIATION

_____
SIGNATURE

_____
PRINT NAME

_____
PRINT TITLE

EXHIBIT A

In addition to any terms contained herein, **CONTRACTOR** shall provide:

1. Standard unleaded gasoline with a minimum anti-knock index of 87, 89 or 91, R+M/2, whichever product is ordered by the **CITY**. Minimum octane levels will be determined by availability, facility location/elevation and the specifications contained herein. Unleaded products shall comply with ASTM D4814-01 specifications. Products supplied must be delivered in compliance with ordinances governing regulatory actions, such as oxygenated fuel, unless indicated otherwise by the agency.
2. Ultra low sulfur red dyed diesel fuel with a minimum 40 cetane index or maximum 35 volume percent aromatic; and sulfur content of 15 ppm maximum; and meeting ASTM D975-02 specifications.

The City requires only Ultra Low Sulfur Dyed Diesel in all cases. Diesel #1 is used primarily for blending with #2 diesel in low temperature conditions.

Diesel #2 is used primarily for vehicle fuel purposes. Diesel #2, used for vehicle fuel in low temperature conditions, must have antigel additives added prior to delivery by the contractor.

Blending and/or winter additives are required to prevent congealing of diesel fuel in low temperature conditions. Fuel provided must be blended by contractor to ensure it is suitable for satisfactory operation of the equipment for which its use is intended at the temperatures that can reasonably be expected to occur. Vendors are required to ensure appropriate cold flow improver additives and/or blending are used to achieve a cold filter plugging point (CFPP) of a minimum of -30 degrees Fahrenheit for use from approximately November 1, through March 31. Additional consideration must be given to fuel system design, equipment protection for cold weather operation, type of operation, area of operation, and unusual weather or operating conditions. Blended fuels may only be invoiced at the actual quantity of each gallon of each fuel grade delivered. If an extra fee is required for blending and winter additives, it must be included in the Vendor Markup.

All ethanol products delivered shall comply with ASTM D5798-98a, including seasonal blending adjustments. Gasohol not to exceed a 10% blend may be accepted, provided that the gasohol is priced the same or less as non-gasohol products. All bids for gasoline products will be based on the vendor mark-up over the OPIS/Rack Daily Average Gross price for regular unleaded fuel only. Contractors will be afforded the opportunity to supply gasohol provided it is available at the corresponding OPIS/rack price for regular unleaded fuel. Vendors shall indicate locations that are to be supplied with gasohol.

Fuel deliveries may be "spot" tested to verify compliance. Deliveries and/or payment may be refused if quality is unacceptable. If fuels do not comply with the established specifications, all costs for testing shall be paid by the contractor. In addition, if a contaminated fuel delivery requires a tank cleanup, (including any equipment fueled as a result of contractor's delivery of contaminated or specification non-compliant product), the cost for removal of the contaminated or non-compliant fuel and the cost for the cleanup shall be paid by the contractor. Contractor agrees to pump the tank to remove contractor supplied contaminated or non-compliant fuel within twenty-four (24) hours after receiving written notification that the product does not meet contract specification requirements.

The City reserves the right to collect a sample of fuel from the contractor's delivery truck at time of delivery for purposes of verification of specification compliance.

Note: Nothing herein shall preclude conformance with present and future federal, state, or local regulations.

City reserves the right to refuse deliveries that are not accompanied by priced and itemized delivery tickets, and/or hold payment without penalty until properly executed invoices/delivery tickets are submitted.

Throughout the term of this contract, the City will randomly verify invoice prices. Any invoice for which verification cannot be achieved using the above formula, will be returned unpaid to the originating vendor for correction.

Contractor Responsibilities:
Contractors agree to comply with the following term contract requirements and responsibilities:

Notification of Delivery

Fuel shall be delivered on an "as needed" basis as per notification from the City to the term contract-holding vendor.

Lead Time

Delivery shall be required not more than Twenty-Four (24) hours after notification by the City. Should the term contract holding vendor, for any reason whatsoever, be unable to make delivery of the requested fuel within the twenty-four (24) hour period, the City of Billings, reserves the right to purchase fuel, as necessary, from any other available source. The contractor that was unable to supply will be liable for any increase in price to the City, if the price from the other source is more

than from the contractor.

Receipt of Fuel Deliveries

The contractor must utilize proper equipment to prevent fuel spillage during delivery. One of the following methods shall be required as documentation of delivery of fuel per location:

- Where installed, metering devices shall be used by the term contract holding vendor when making deliveries.
- Where metered delivery is not possible, a "stick" measurement may be taken by an employee of the City receiving the product as a receipt of the delivered quantity of fuel.
- In all cases an employee of the City must be informed of the delivery truck arrival, afforded an opportunity to observe/confirm off-loading and sign for receipt.

Future Fuel Tax Changes: Federal, state and/or local fuel taxes may increase or decrease during the term of the contract. After a change occurs, the vendor will submit invoices reflecting the change and the City will pay accordingly. Changes in the fuel tax structure shall not alter the "Vendor Markup" figure upon which award of this bid is based.

EXHIBIT B

CURRENT DELIVERY LOCATIONS

	Tank Capacity	
Fleet Services-BOC (4848 Midland Road)		
(2)	5,000	No Lead
(2)	10,000	Diesel
Public Utilities 2251 Belknap & WWTP(behind Fairgrounds, exit off Hwy 87 E.)		
(1)	10,000	No Lead
(1)	10,000	Diesel
Landfill (South of City)		
(1)	10,000	Diesel
Fire #1 2305 8th Ave. North		
(1)	450	No Lead
(1)	850	Diesel
Fire #2 501 South 28th St. South		
(1)	1,000	Diesel
(1)	1,000	Diesel
Fire #3 1928 17th St. West		
(1)	500	Diesel
Fire #5 605 S. 24th St. West		
(1)	500	No Lead
(1)	500	Diesel
Fire #6 1601 St. Andrews		
(1)	500	Diesel
Airport (Shop) 2281 Outlook Dr.		
(1)	3,000	Diesel
(1)	10,000	Diesel
(1)	10,000	No Lead
(1) Backup Generator	800	Diesel
Airport Quick Turn Around Car Wash Facility - 3301 Overlook Drive		
(1)	20,000	No Lead
Airport Backup Generator for Terminal Building - 1901 Terminal Circle		
(1)	800	Diesel
Airport (Field Generators)		
(1)	500	Diesel
MET 1705 Monad Rd.		
(1)	3,000	No Lead
(2)	8,000	Diesel
Cemetery 1704 Central		
(1)	350	Diesel
(1)	350	No Lead

The listing is the capacity of the tank and not the amount of fuel that would be ordered for each delivery.

EXHIBIT C

FTA ASSISTED REQUIRED CLAUSES FOR MATERIALS AND SUPPLIES PROCUREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

Incorporation of FTA Terms

General Contract Provisions, includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Billings, Aviation/Transit Department - MET Transit Division (hereinafter referred to as the MET) requests that would cause MET to be in Violation of the FTA terms and conditions.

Fly America

The Recipient understands and agrees that the Federal Government will not participate in the costs on international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S. flag air carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers", 41 CFR. 301.131 through 301.143.

Federal Changes
Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil rights
The following requirements apply to the underlying contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5532, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
    1. Race, Color, Creed, National Origin. Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

   In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Provisions for Resolution of Disputes or Breaches

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly: 1) The Recipient agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation pertaining to the Project. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees in informing the FTA before doing so. 2) The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third party recovery, except that liquidated damages recovered may be returned to the Project Account in lieu of returning the Federal Share to the Federal Government. 3) The Recipient agrees to pursue all legal rights available under any third party contract. 4) FTA reserves the right to concur in any compromise or settlement of any claim involving Project and the Recipient. 5) FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

Notice of Federal Requirements

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of

the work are minimum requirements.

Records Retention/Audit and Inspection of Records

(A) The Contractor shall permit the authorized representatives of MET, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract until the expiration of three years after final payment under this contract.

(B) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that MET, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(C) The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

No Federal Government obligations to third parties by use of a disclaimer

The recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub recipients, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub agreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the sub recipients and third party contractor.

Program fraud and false or fraudulent statements and related acts

The Recipient acknowledges and agrees as follows:

(A) The Recipient acknowledges that the requirements of the Program Fraud Civil

Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may be applicable, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.

(B) The Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

Clean Water

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
Certification of Contractor Regarding Debarment. Suspension, Other Ineligibility and Voluntary Exclusion

Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to DOT and other federal contractors at any tier, and procedures applicable to their debarment, suspension, ineligibility or exclusion from participation in any DOT or other federal contracts.

Contractors are required to review the above regulations and to complete and submit a Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion (Section 1.4.15), or furnish an explanation as to why the Certification cannot be provided.

The Contractor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MET.

The Contractor further agrees by submitting this Proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction", in all lower-tier covered transactions over $25,000 and in all solicitations for lower-tier contracts.

Restrictions on Lobbying

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expanded by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Each Contractor is required to review the above referenced Regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations (Section 1.4.16). Pursuant to federal regulations, the Contractor is required to have all

subcontractors (at any tier) providing more than $100,000 towards the contract also complete with this Certification, to be included with the Contractor's Proposal.

Contract Termination for Convenience

MET may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MET's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MET to be paid the Contractor. If the Contractor has any property in its possession belonging to MET, the Contractor or will account for the same, and dispose of it in the manner MET directs.

Notification of Federal Participation

In the announcement of any third party contract award for goods for services (including construction services) having an aggregate value of $500,000 or more, MET agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

Disadvantaged Business Enterprise (DBE) Utilization

(A) **Goal:** MET Transit sets an annual overall DBE goal each year. While the expected percentage of DBE participation may vary from contract to contract due to availability of DBE's, MET believes the overall goals to be realistically obtainable over the year.

The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBE's, as compared to the total value of all work performed under this contract and/or by the percentage of the net profit that the parties agree will be shared by DBE's where a joint venture is entered into for the completion of the project.

(B) **Instructions to Bidders and Contractors:** It is the policy of MET that equal opportunity to participate in its procurement will be provided to DBEs. To accomplish this objective, MET requires, as applicable, all bidders and Contractors to complete and return with the Proposal submittals, all DBE Forms (included in the Exhibit Section of these Solicitation Documents), which obligates the Contractor to assert a good faith effort to attain the specified goal for DBE participation. A bidder/Contractor may satisfy the requirements of DBE Form A by having DBE status, by subcontracting portions of the work to DBEs, and/or by entering into a joint venture with DBEs.

(C) **Requirements, Terms and Conditions:** A DBE is defined as a small business concern that is owned and controlled by socially and economically disadvantaged individuals. These socially and economically disadvantaged individuals must own 51 percent of the business, and they must control the management of the business. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration (SBA), pursuant to Section 8(a) of the Small Business Act.

To be accepted as a qualified DBE, a Contractor must be certified as a DBE by MOOT before the time of proposal submittal. The MOOT DBE Specialist is Maggie Metzger, (406-444-6337). MDOT's DBE certification application forms are available, for Contractors interested in securing MOOT DBE certification prior to proposal opening, on line at www.mdt.mt.gov/business/contracting/civil/dbe.shtml.

Any questions regarding MET's DBE program or questions regarding the DBE forms should be directed to Maggie Metzger.

City Council Regular

Date: 10/14/2024
Title: Award of bids for Oil and Lubrication Products
Presented by: Nick Westburg
Department: City Hall Administration
Presentation: No
Legal Review: Template Contract
Project Number: N/A

RECOMMENDATION

Staff recommends that City Council award the Oil and Lubrication products contract for one year to A & I Distributors for the bid amount of $94,811.00.

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

The Fleet Services Division administers the annual contracts for all Oil and Lubrication products for City equipment. The present contract expires next month, so staff requested bids for various blends of engine, hydraulic, transmission and gear oils and lubricating greases.
The bid award for Oil and Lubrication products allows for a floating price (up or down) that would be based on a verifiable index. Price movements would be supported by major oil company documentation,
The Fleet Services Division advertised for sealed bids for Oil and Lubrication Products on August 30 and September 6, 2024, with a bid opening on September 17, 2024.
The bid award will be for one year. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the City, not to exceed a total of seven years.

ALTERNATIVES

City Council may:

- Approve the purchase of Oil and Lubrication products from the low bidder or;
- Not Approve the purchase and reject all bids

FISCAL EFFECTS

All departments with City equipment budget for oil and lubrication expenses. Three bids were received on September 17, 2024, as outlined below:

OIL AND LUBRICATION PRODUCTS

A & I Distributors:	$94,811.00
Farstad Oil Inc	$112,539.80
City Service Valcon	$114,876.61

SUMMARY

In summary, staff recommends that City Council award the Oil and Lubrication products contract for one year to the lowest bidder, A & I Distributors, for the bid amount of $94,811.00.

Attachments

Oil and Lube products contract 2024-31

OIL AND LUBRICATION
PRODUCTS AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into October 26, 2024, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **A & I DISTRIBUTORS**, of 900 1st Avenue North, Billings, MT 59101, hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to provide oil and lubrication products, described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on October 25, 2025. Renewals of this **AGREEMENT**, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the **CITY**, not to exceed a total of seven (7) years including the original term. This **AGREEMENT** will be exclusive for the **CITY** locations listed.

3. **PRICE:** The **CITY** agrees to pay the amount bid by the **CONTRACTOR** on the attached Exhibit A, Schedule B. The prices listed allow for a floating price (up or down) which based on a verifiable index. The **CONTRACTOR** will provide written notice of any price movements to the **CITY** as price changes occur. Price changes must be supported by major oil company documentation, i.e., computer printout, fax, email, etc.

   Taxes/Fees: All taxes and fees must be listed separately on each invoice.

   The **CITY** is exempt from Federal Excise Taxes (#81-6001237).

   The purchase price is free on board at the place of delivery and **CONTRACTOR** may not impose any additional, shipping, delivery or storage charges.

   CONTRACTOR shall invoice the **CITY** for all products purchased/services rendered pursuant to this **AGREEMENT**. Invoicing of oil and lubrication purchases shall be directed to the department of the **CITY** with authority over the specific delivery location. A copy of the delivery ticket will be left at the delivery location. The **CONTRACTOR** shall secure the proper billing and invoicing address for each location(s).

   Invoices must include the following:

1) Delivery Date
2) Quantity delivered of each product individually listed.
3) Applicable Taxes/Fees
4) Total delivered cost.

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

4. **DELIVERY AND PAYMENT: CONTRACTOR** agrees to deliver the above-described goods or product to **CITY** within twenty-four (24) hours of receipt of **CITY'S** order unless otherwise provided in this **AGREEMENT.** Delivery will occur at various locations selected by the **CITY** or at a place otherwise selected by **CITY.** Upon delivery, **CITY** may inspect the goods or product to ensure that it meets **CITY** specifications, and **CONTRACTOR** may obtain specifications from **CITY** upon request. If the Product meets **CITY** specifications, **CITY** shall tender the purchase price stated above to **CONTRACTOR** through the **CITY'S** normal claim process.

All payment terms will be computed from the date of delivery of supplies or services or receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the **CITY** is allowed 30 days to pay such invoices. All applicable early payment discounts will be passed on to the **CITY**.

Delivery tickets must accompany the delivery of product and must include the quantity.

5. **SPECIFICATIONS: CONTRACTOR** agrees that this Product complies with the **CITY'S** specifications provided to **CONTRACTOR** and with the **CONTRACTOR'S** proposal thereto as accepted by the **CITY**. Unless otherwise agreed to by the **CITY**, the **CITY'S** specifications govern and control in the event of inconsistencies with the **CONTRACTOR'S** response to the same.

6. **SCOPE OF WORK:** The **CONTRACTOR** shall provide the product outlined in Exhibit "A". In providing the product, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

7. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.

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

9. **INDEMNITY:**

The **CONTRACTOR** SHALL:

A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

D. Indemnify and hold **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.

E. Not indemnify and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONTRACTOR** occurring during the course of or as a result of the performance of the

AGREEMENT.

F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

8. INSURANCE:

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

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

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

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

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

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

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

9. **WARRANTY:** Unless superseded or supplemented by an express warranty, **CONTRACTOR** represents and warrants that the Product(s) are covered by implied warranties for merchantability and fitness for the particular purpose for which they have been purchased.

10. **COMPLIANCE WITH LAWS: CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

11. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be

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

C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.

D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.

F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12. **DEFAULT AND TERMINATION:** If **CONTRACTOR** fails to deliver the goods or product, or violates any provision of this **AGREEMENT,** or if the goods or product fails to meet **CITY'S** specifications, **CITY** may, at its option, declare the **CONTRACTOR** in default and immediately cancel and rescind this **AGREEMENT.** Thereafter, **CITY** may procure substitute goods or product to replace the goods or product described herein. In such event, **CONTRACTOR** is liable to **CITY** for the difference between the price set forth herein and the price paid by **CITY** for replacement goods or product. Additionally, the **CITY** may pursue any other remedy it has at law or in equity.

13. **LIAISON: CITY's** designated liaison for this **AGREEMENT** is Nick Westburg and **CONTRACTOR's** designated liaison for this **AGREEMENT** is Scott Stanaway.

14. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

15. **SEVERABILITY:** Any provision or part of the **AGREEMENT** held to be void or

unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

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

CITY OF BILLINGS, MONTANA

_____
WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

By_____
CITY ATTORNEY'S OFFICE

ATTEST:

_____
DENISE BOHLMAN, CITY CLERK

A & I DISTRIBUTORS

_____
SIGNATURE

_____
PRINT NAME

_____
PRINT TITLE

EXHIBIT A

OIL AND LUBRICATION PRODUCTS SPECIFICATIONS

In addition to any terms contained herein, **CONTRACTOR** shall provide:

1: <u>DIESEL ENGINE HEAVY-DUTY CRANKCASE MOTOR OILS</u>:

Oil must be a synthetic blend formulated for use in high speed four-stroke cycle diesel engines designed to meet 2017 model year on-highway and Tier 4 non road exhaust emission standards as well as for previous model year diesel engines. This oil is formulated to use in all applications with diesel fuels ranging in sulfur content up to 500 ppm. Synthetic Blend Diesel Engine Oil is designed to provide enhance protection against oil oxidation, viscosity loss due to shear, and oil aeration as well as protection against catalyst poisoning, particulate filter blocking, engine wear, piston deposits, degradation of low- and high-temperature properties, and soot-related viscosity increase.

<u>1a: Multi-Viscosity Synthetic Blend 15W-40 (CK-4) (3000 gallons – 55 gal pkg)</u>

Oil must meet API Service Classification CK-4, CJ-4, CI-4 PLUS, CI-4, CH-4/ SN and has OEM Approvals for Ford® Specification WSS-M2C171- F1, Cummins® CES 20086, Detroit™ DFS 93K222, Mack® EOS-4.5, Volvo® VDS-4.5 and Renault® RLD-4. It also meets or exceeds requirements for Caterpillar® ECF-3, ECF-2, Cummins® CES 20081, Daimler MB228.31, Detroit™ DFS 93K218, Mack® EO-O Premium Plus, EO-N, MAN M3575, MTU Category 2.1, Renault® RLD-3, Volvo® VDS-4,VDS-3, PACCAR PX and MX and ACEA E9 and ACEA E7. May be used in agricultural diesel engine applications, with standard drain intervals, including J.I. Case, New Holland, Ford, John Deere, Kubota and Mahindra.

<u>1b: Multi-Viscosity Synthetic Blend 10W-30 (CK-4)</u> <u>(110 Gallons – 55 gal pkg)</u>

Oils must meets API Service Classification CK-4, CJ-4, CI-4 PLUS, CI-4, CH-4. This product has OEM Approvals for Ford® Specification WSS-M2C171- F1, Cummins® CES 20086, Detroit™ DFS 93K222, Mack® EOS-4.5, Volvo® VDS-4.5 and Renault® RLD-4. It also meets or exceeds requirements for Caterpillar® ECF-3, ECF-2, Cummins® CES 20081, Daimler MB228.31, Detroit™ DFS 93K218, Mack® EO-O Premium Plus, EO-N, MAN M3575, MTU Category 2.1, Renault® RLD-3, Volvo® VDS-4,VDS-3, PACCAR PX and MX and ACEA E9, ACEA, E7. May be used in agricultural diesel engine applications, with standard

drain intervals, including J.I. Case, New Holland, Ford, John Deere, Kubota and Mahindra

1c: Multi-Viscosity Full Synthetic 5W-40 (CK-4) (550 gallons – 55 gal pkg)
1c1: Multi-Viscosity Full Synthetic 5W-40 (CK-4) (9 gallons – 3/1 gal pkg)

Oils must meet API CK-4,CJ-4, CI-4 PLUS, CH-4 • API SN (SAE 5W-40) • Cummins® CES 20086 OEM Approval, CES 20081 • Mack® EOS-4.5, EO-O Premium Plus, EO-N OEM Approval • Mercedes Benz 228.31 OEM Approval • Volvo® VDS-4.5, VDS-4 and VDS-3 OEM Approval • Detroit™ DFS 93K222 and DFS 93K218 OEM Approval • Renault® RLD-4, RLD- 3 OEM Approval • Ford® WSS-M2C171-F1 OEM Approval • MTU Category 2.1 • PACCAR MX-11, MX-13 • PACCAR PX-7, PX-9 (SAE 5W-40) • Deutz DQC-111-18 LA • Caterpillar® ECF -3, ECF-2 • MAN M3775 • ACEA E9, E7

1d: TRI- Fuel CNG/LNG, Diesel and Gas Engine Oil 15W-40 (220 gallons – 55 gal pkg)

Motor Oil must be formulated with revolutionary “Triple-Fuel Option” technology to assure performance in a variety of applications including diesel, natural gas, or gasoline powered vehicles in both on and off highway applications. Available in Synthetic Blend SAE 15W-40 and Synthetic Blend SAE 10W-30, these oils are designed to provide enhanced protection against oil oxidation, viscosity loss due to shear, and oil aeration. Also protects against catalyst poisoning, particulate filter blocking, engine wear, piston deposits, degradation of low and high temperature properties, and soot-related viscosity increase.

2: LIGHT AND MEDIUM VEHICLE ENGINE OILS:

2a: Multi-Viscosity Synthetic Blend 5W-20 (1045 gallons – 55 gal pkg)

Premium Quality automotive engine oils specially formulated to meet the stringent lubrication requirements of today's engines. Manufactured with a blend of full synthetic and high viscosity index Group II base oils combined with an industry leading additive package to ensure maximum protection against wear, rust, corrosion, oxidative thickening, acid formation and sludge. This formulation protects against low speed pre-ignition and chain wear found in late model engines, while maximizing fuel economy.
API SP Resource Conserving /ILSAC GF-6A • API Service Category: SP, SN PLUS, SN, SM, SL, SJ • Ford WSS-M2C960-A1 (SAE 5W-20) • Ford WSS-M2C945-A/B1 (SAE 5W-20),

2b: Multi-Viscosity Synthetic Blend 5W-30 (165 gallons – 55 gal pkg)

Premium Quality automotive engine oils specially formulated to meet the stringent lubrication requirements of today's engines. Manufactured with a blend of full synthetic and high viscosity index Group II base oils combined with an industry leading additive package to ensure maximum protection against wear, rust, corrosion, oxidative thickening, acid formation and sludge. This formulation protects against low speed pre-ignition and chain wear found in late model engines, while maximizing fuel economy.
API SP Resource Conserving /ILSAC GF-6A • API Service Category: SP, SN PLUS, SN, SM, SL, SJ • WSS-M2C961-A1 (SAE 5W-30) •, WSS-M2C946-A/B1 (SAE 5W-30)

2c: Multi-Viscosity Synthetic Blend 10W-30 (120 quarts – cs/quart pkg)
Premium Quality automotive engine oils specially formulated to meet the stringent lubrication requirements of today's engines. Manufactured with a blend of full synthetic and high viscosity index Group II base oils combined with an industry leading additive package to ensure maximum protection against wear, rust, corrosion, oxidative thickening, acid formation and sludge. • API Service Category: SP, SN PLUS, SN, SM, SL, SJ, ILSAC GF-6A

2d: Full Synthetic Motor Oil 0W-20 Dexos 1 Approved (216 Quarts – cs/quart pkg)
Must be a Premium Full Synthetic manufactured to provide maximum wear protection and premium performance in all vehicles, especially those with start/stop technology and Hybrids. The full synthetic formulation is engineered to improve fuel economy in passenger cars, sport utility vehicles, vans and light duty trucks powered by gasoline engines. Our advanced chemistry provides the ultimate emission system, turbocharger, pre-ignition and timing chain protection. Must meet or exceed the requirements of: • API SP Resource Conserving /ILSAC GF-6A • API Service Category: SP, SN PLUS, SN, SM, SL • Ford WSS-M2C962-A1 (SAE 0W-20)• Ford WSS-M2C947-B1 (SAE 0W-20)• Toyota Service Fill Specifications • Honda Service Fill Specifications • Mazda Service Fill Specifications • FCA Chrysler MS-6395 • GM 6094M**. Oils must have a GM Dexos 1 Gen 3 License number. Write in License # here ___D10378HG032____**

2e: Full Synthetic Motor Oil 5W-20 (144 Quarts - cs/quart pkg)
Must be a Premium Full Synthetic manufactured to provide maximum wear protection and premium performance in all vehicles, especially those with start/stop technology and Hybrids. The full synthetic formulation is engineered to improve fuel economy in passenger cars, sport utility vehicles, vans and light duty trucks powered by gasoline engines. Our advanced chemistry provides the ultimate emission system, turbocharger, pre-ignition and timing chain protection. Always follow manufacturer's recommendations for viscosity grade and API

Service Category.
Must meet or exceed the requirements of: • API SP Resource Conserving /ILSAC GF-6A • API Service Category: SP, SN PLUS, SN, SM, SL. Ford WSS-M2C960-A1 (SAE 5W-20)

2f. Full Synthetic Motor Oil 5w-30 Dexos 1 Gen 3 (165 gallons- 55 gal pkg)
Must be a Premium Full Synthetic manufactured to provide maximum wear protection and premium performance in all vehicles, especially those with start/stop technology and Hybrids. The full synthetic formulation is engineered to improve fuel economy in passenger cars, sport utility vehicles, vans and light duty trucks powered by gasoline engines.
Premium Full Synthetic dexos™1 Gen 3 Approved Motor Oils are high performance motor oils formulated, licensed, and approved by General Motors to meet their new GM global engine oil specification. GM dexos™1 Gen 3 license numbers. **Oils must have a GM Dexos 1 Gen 3 License number. Write in License # here ___D10379HG032____**

3: TRANSMISSION / HYDRAULIC FLUIDS:

3a: Synthetic Multi-Vehicle ATF (275 gallons – 55 gal pkg)
3a1: Synthetic Multi-Vehicle ATF (144 quarts – cs/quart pkg)
Full Synthetic Multi-Vehicle Automatic Transmission Fluid can be used in a wide variety of applications including most General Motors, Ford, Chrysler, Toyota/Lexus/ Scion, Nissan/Infiniti, and Honda/Acura transmissions; as well as transmissions installed in most* Hyundai, Isuzu, Jaguar, Kia, Land Rover, Mazda, Mercedes, Mitsubishi, Porsche, BMW, MINI, SAAB, Subaru, Suzuki, Volvo and VW/Audi cars and light trucks. Must meet or exceed original equipment manufacturers recommendations for Chrysler ATF+3, Chrysler ATF+4, Mercon V, LV, SP and Dexron II, III and VI.

3b: Castrol Transynd TES-668 or Equivalent Allison Approved Fluid (220 gallons – 55gal pkg) Must be Allison Approved and listed on the Allison 668 approved fluids web site.

3c: 10W Heavy Duty Transmission Fluid (15 gallons – 5 gal pkg)
Heavy- Duty transmission Fluid **(10W)** for new generation Allison C-4 and Caterpillar TO-4 transmission and drive train fluids designed for heavy-duty construction equipment powershift transmissions, final drives and wet brakes..
Must meet the performance requirements of: Allison C-4 SAE (10w), **Caterpillar TO-4**

3d: AW Hydraulic Fluid 32 (110 gallons – 55 gal pkg)
A/W Hydraulic Oils with superior antiwear hydraulic and circulating capabilities

specially formulated with high quality base stocks and improved thermally stable additives designed to provide maximum service life pumps and other circuit components such as motors, cylinders, valves and servos. • Excellent wear protection-7,000 hour minimum per ASTM D-943

3e. All Temp AW Hydraulic Fluid 32 (2640 gallons- 55 gal pkg)

Low Temperature performing Hydraulic Fluid having a Viscosity Index of 159 or higher and a pour point of -54F or lower. Must meet Parker Denison HF-0 Thermal Stability All Temp 32 Parker Denison HF-0 Demulsibility • Recommended for equipment requiring the following specifications: ASTM D6158 HM Parker Denison HF-0 SO 11158 HV JCMAS HK P041 DIN 51524-3 HVLP US Steel 126, 127, 136 General Motors LS-2 SEB 181 222 Eaton Brochure 03-401-2010 Bosch Rexroth RDE-90235.

3f: Hydraulic 46 (10 gallons – 5 gal pkg)

A/W Hydraulic Oils with superior antiwear hydraulic and circulating capabilities specially formulated with high quality base stocks and improved thermally stable additives designed to provide maximum service life pumps and other circuit components such as motors, cylinders, valves and servos. • Excellent wear protection-7,000 hour minimum per ASTM D-943

3g: Tractor Hydraulic Fluid (165 gallons – 55 gal pkg)

Universal fluid with superior extreme pressure (EP) and antiwear performance capabilities to protect tractor transmissions, final drives, axles and hydraulic pumps. Multifunctional tractor hydraulic/transmission fluid. Must meet or exceed recommendations for: John Deere – Fluid J-20C (Hy-Gard®), A 303 fluid will not be considered.

4: GEAR OILS:

4a: HD Synthetic Gear Lubricants SAE 75W-90 (1600lbs – 400 lb pkg)

Synthetic Gear Lubricants (SAE 75W-90) that are recommended for differentials (including limited slip units), manual transmission for which hypoid type lubricants are required and transfer cases for heavy equipment – found in trucks, tractors, industrial gear drives, automobiles and farm machinery. Products must meet or exceed the following performance requirements: API Service Classification GL-5 and MT-1,

4b: Premium Gear Oil (MP) 80W-90 (1200lbs – 400 lb pkg)

Premium Gear Oils (MP) multipurpose gear lubricants with extreme pressure properties to protect automotive gears which may be operated under the most severe service conditions encountered in passenger cars, trucks, farm tractors, earth moving, construction and other heavy-duty equipment. Must meet or

exceed API Service Classification: GL-5 and MT-1; SAE J2360.

4c: 85w-140 (280lbs- 35lb Containers)
Must meet the requirements of U.S. Military Specification SAE J2360, and Mack GO-J. Supporting data to demonstrate acceptable performance in the following applications: DAF, GB13895(China GL-5), High temperature L37 capable, limited slip, MACK GOJ, Meritor 076, ZF TE Ml 07A, ZF TE ML 08. PURUS® Premium GL-5 Gear Oils are primarily recommended for use in limited slip and conventional differentials of cars, pick up trucks, sport utility vehicles and heavy duty trucks.

4d: 75W-140 Full Synthetic Gear Lube (120 quarts- cs/quart pkg)
Synthetic Gear Lubricants (SAE 75W-140) that are recommended for differentials (including limited slip units), manual transmission for which hypoid type lubricants are required and transfer cases for heavy equipment – found in trucks, tractors, industrial gear drives, automobiles and farm machinery. Products must meet or exceed the following performance requirements: API Service Classification GL-5 and MT-1,
primarily recommended for use in limited slip and conventional differentials of cars, pick up trucks, sport utility vehicles and heavy duty trucks.

5: GREASE:

5a: High Temp Lithium Complex #2 Grease- (240lbs -120lb pkg)
Fully additive treated: EP/anti-wear, rust and oxidation inhibited • Highly water resistant • Superior disc brake wheel bearing and chassis performance.

5b: High Temp Lithium Complex #2 Grease- (40cs-10/14oz tubes)
Fully additive treated: EP/anti-wear, rust and oxidation inhibited • Highly water resistant • Superior disc brake wheel bearing and chassis performance.

5c: Heavy Duty Lithium Complex #2 Grease- (10cs- 10/14oz tubes)
A premium quality lithium complex grease treated with 3% molybdenum disulfide for additional protection against wear. It is available in NLGI #1 and NLGI #2 grades. It has excellent water spray-off and washout resistance, Must meet GCLB and contain 3% Moly.

5c Heavy Duty Lithium Complex #2 Grease- (120lbs -120lb pkg)
A premium quality lithium complex grease treated with 3% molybdenum disulfide for additional protection against wear. It is available in NLGI #1 and NLGI #2 grades. It has excellent water spray-off and washout resistance, must meet GCLB and contain 3% Moly.

Note: Nothing herein shall preclude conformance with present and future federal, state, or local regulations.

The **CITY** reserves the right to refuse deliveries that are not accompanied by priced and itemized delivery tickets, and/or hold payment without penalty until properly executed invoices/delivery tickets are submitted.

CONTRACTOR RESPONSIBILITIES:

CONTRACTOR agrees to comply with the following term contract requirements and responsibilities:

Notification of Delivery

Oil and lubrication products shall be delivered on an "as needed" basis as per notification from the CITY to the CONTRACTOR.

Lead Time

Delivery shall be required not more than twenty-four (24) hours after notification by the **CITY**. Should the **CONTRACTOR**, for any reason whatsoever, be unable to make delivery of the requested oil and lube product within the twenty-four (24) hour period, the **CITY**, reserves the right to purchase oil and lube products, as necessary, from any other available source. The **CONTRACTOR** that was unable to supply will be liable for any increase in price to the **CITY** if the price from the other source is more than from the **CONTRACTOR**.

Receipt of Oil and Lubrication Deliveries

The **CONTRACTOR** must utilize proper equipment to prevent spillage during delivery. In all cases an employee of the **CITY** must be informed of the delivery truck arrival, afforded an opportunity to observe/confirm off- loading and sign for receipt.

CITY OF Billings

EXHIBIT A

SCHEDULE B

PRICING

Bid Spec#	Product Specification	Brand Name Bid	Product Name Bid	Package UOM	Price Per Pkg/ UOM	Price Per/Gal/ qts/lbs
1a	**Multi-Viscosity Synthetic Blend 15W-40 (CK-4)**	Purus	Blend 15w-40	55 gal	$477.40 55 gallon	$8.68 gallon
1b	**Multi-Viscosity Synthetic Blend 10W-30 (CK-4)**	Purus	Blend 10w-30	55 gal	$467.50 55 gallon	$8.50 gallon
1c	**Multi-Viscosity Full Synthetic 5W-40 (CK-4)**	Purus	Syn 5w-40	55 gal	$949.85 55 gallon	$17.27 gallon
1d1	**Multi-Viscosity Full Synthetic 5W-40 (CK-4)**	Purus	Syn 5w-40	cs/ gal	$60.00 3/1 gallon	$20.00 gallon
1e	**CNG/LNG Engine Oil 15W-40**		CNG 15w-40	55 gal	$489.50 55 gallon	$8.90 gallon
2a	**Multi-Viscosity Synthetic Blend 5W-20**	Service Pro	Blend 5w-20	55 gal	$385.00 55 gallon	$7.00 gallon
2b	**Multi-Viscosity Synthetic Blend 5W-30**	Service Pro	Blend 5w-30	55 gal	$385.00 55 gallon	$7.00 gallon
2c	**Multi-Viscosity Synthetic Blend 10W-30**	Service Pro	Blend 10w-30	cs/qts	$14.10 6/1 qt	$2.35 qt
2d	**Full Synthetic Motor Oil 0W-20 Dexos 1 Gen 3**	Service Pro	Syn 0w-20	cs/qts	$23.16 6/1 qt	$3.86 qt
2e	**Full Synthetic Motor Oil 5W-20**	Service Pro	Syn 5w-20	cs/qts	$19.98 6/1 qt	$3.33 qt
2f	**Full Synthetic Motor Oil 5W-30 Dexos 1 Gen 3**	Service Pro	Syn 5w-30	cs/qts	$23.16 6/1 qt	$3.86 qt

CITY OF Billings

EXHIBIT A

SCHEDULE B

PRICING

Bid Spec#	Product Specification	Brand Bid	Product Name Bid	Package UOM	Price Per Pkg/ UOM	Price Per/Gal/ qts/lbs
3a	**Synthetic Multi-Vehicle ATF**	Service Pro	Global ATF	55 gal	$608.85 55 gallon	$11.07 gallon
3a1	**Synthetic Multi-Vehicle ATF**	Service Pro	Global ATF	cs /qts	$25.02 6/1 qt	$4.17 qt
3b	**Castrol Transynd TES-668 or Equivalent Allison Approved Fluid**	Purus	Purtrax 668	55 gal	$1495.45 55 gallon	$27.19 gallon
3c	**10w Heavy Duty Transmission Fluid**	Purus	10w	5 gal	$65.00 5 gallon	$13.00 gallon
3d	**AW Hydraulic Fluid Hydraulic 32**	Purus	AW 32	55 gal	$350.90 55 gallon	$6.38 gallon
3e	**All Temp Hydraulic Fluid 32**	Citgo	All Temp 32	55 gal	$491.15 55 gallon	$8.93 gallon
3f	**Hydraulic 46**	Purus	AW 46	5 gal	$40.00 5 gallon	$8.00 gallon
3g	**Tractor Hydraulic Fluid**	Purus	Tractor Hydraulic	55 gal	$387.75 55 gallon	$7.05 gallon
4a	**HD Synthetic Gear Lubricants SAE 75W-90**	Purus	Syn75w-90	400 lbs	$1052.00 400 lbs	$2.63 lb
4b	**Premium Gear Oil (MP) 80w-90**	Purus	80w-90	400 lbs	$756.00 400 lbs	$1.89 lb
4c	**Premium Gear Oil 85W-140**	Purus	85w-140	35 lbs	$60.90 35 lbs	$1.74 lb
4d	**75W-140 Full Synthetic Gear Lube**	Purus	Syn 75w-140	cs/qts	$50.40 6/1 qt	$8.40qt
5a	**High Temp Lithium Complex #2**	Service Pro	HT #2	120 lbs	$362.40 120 lbs	$3.02 lb
5b	**High Temp Lithium Complex #2 Grease**	Service Pro	HT #2	10/14oz cs/tubes	$23.70 10/14 oz	$2.37 tube
5c	**Heavy Duty Lithium Complex #2 Grease**	Service Pro	EP #2	10/14oz cs/tubes	$26.50 10/14 oz	$2.65 tube
5d	**Heavy Duty Lithium Complex #2 Grease**	Service Pro	EP #2	120 lbs	$327.60 120 lbs	$2.73 lb

EXHIBIT B

Fleet Services-BOC 4848 Midland Road

Public Utilities 2251 Belknap

Public Utilities WWTP (behind Fairgrounds, exit off Hwy 87 E.)

Landfill (South of City)

Airport (Shop) 2281 Outlook Dr.

MET 1705 Monad Rd.

Cemetery 1704 Central

Other locations within the City of Billings as required

EXHIBIT C

FTA REQUIRED CLAUSES
MATERIALS AND SUPPLIES PROCUREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations. Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance. All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

Incorporation of FTA Terms

General Contract Provisions, includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Billings, Aviation/Transit Department - MET Transit Division (hereinafter referred to as the MET) requests that would cause MET to be in Violation of the FTA terms and conditions.

Fly America

The Recipient understands and agrees that the Federal Government will not participate in the costs on international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S. flag air carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers", 41 CFR. 301.131 through 301.143.

Federal Changes
Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil rights
The following requirements apply to the underlying contract:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5532, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:
    1. Race, Color, Creed, National Origin. Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", 41 C.F.R. Parts 60 et seq., (which implement Executive Order No.11246, Equal Employment Opportunity", as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

   In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Provisions for Resolution of Disputes or Breaches

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly: 1) The Recipient agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation pertaining to the Project. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees in informing the FTA before doing so. 2) The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third party recovery, except that liquidated damages recovered may be returned to the Project Account in lieu of returning the Federal Share to the Federal Government. 3) The Recipient agrees to pursue all legal rights available under any third party contract. 4) FTA reserves the right to concur in any compromise or settlement of any claim involving Project and the Recipient. 5) FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

Notice of Federal Requirements

New Federal laws, regulations, policies, and administrative practices may be established after the date of this Contract, which may apply to this Contract. If Federal requirements change, the changed requirements will apply to the Contract or the performance of work under the Contract as required. All standards or limits set forth in this Contract to be observed in the performance of

the work are minimum requirements.

Records Retention/Audit and Inspection of Records

(A) The Contractor shall permit the authorized representatives of MET, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract until the expiration of three years after final payment under this contract.

(B) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that MET, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(C) The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

No Federal Government obligations to third parties by use of a disclaimer

The recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub recipients, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub agreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the sub recipients and third party contractor.

Program fraud and false or fraudulent statements and related acts

The Recipient acknowledges and agrees as follows:

(A) The Recipient acknowledges that the requirements of the Program Fraud Civil

Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may be applicable, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.

(B) The Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

Clean Water

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Air

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Certification of Contractor Regarding Debarment. Suspension, Other Ineligibility and Voluntary Exclusion

Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to DOT and other federal contractors at any tier, and procedures applicable to their debarment, suspension, ineligibility or exclusion from participation in any DOT or other federal contracts.

Contractors are required to review the above regulations and to complete and submit a Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion (Section 1.4.15), or furnish an explanation as to why the Certification cannot be provided.

The Contractor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MET.

The Contractor further agrees by submitting this Proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction", in all lower-tier covered transactions over $25,000 and in all solicitations for lower-tier contracts.

Restrictions on Lobbying

Section 1352 of Title 31, United States Code, provides in part that no appropriated funds may be expanded by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person by influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement.

Each Contractor is required to review the above referenced Regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations (Section 1.4.16). Pursuant to federal regulations, the Contractor is required to have all

subcontractors (at any tier) providing more than $100,000 towards the contract also complete with this Certification, to be included with the Contractor's Proposal.

Contract Termination for Convenience

MET may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MET's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MET to be paid the Contractor. If the Contractor has any property in its possession belonging to MET, the Contractor or will account for the same, and dispose of it in the manner MET directs.

Notification of Federal Participation

In the announcement of any third party contract award for goods for services (including construction services) having an aggregate value of $500,000 or more, MET agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

Disadvantaged Business Enterprise (DBE) Utilization

(A) **Goal:** MET Transit sets an annual overall DBE goal each year. While the expected percentage of DBE participation may vary from contract to contract due to availability of DBE's, MET believes the overall goals to be realistically obtainable over the year.

The amount of DBE participation will be determined by the dollar value of the work subcontracted to DBE's, as compared to the total value of all work performed under this contract and/or by the percentage of the net profit that the parties agree will be shared by DBE's where a joint venture is entered into for the completion of the project.

(B) **Instructions to Bidders and Contractors:** It is the policy of MET that equal opportunity to participate in its procurement will be provided to DBEs. To accomplish this objective, MET requires, as applicable, all bidders and Contractors to complete and return with the Proposal submittals, all DBE Forms (included in the Exhibit Section of these Solicitation Documents), which obligates the Contractor to assert a good faith effort to attain the specified goal for DBE participation. A bidder/Contractor may satisfy the requirements of DBE Form A by having DBE status, by subcontracting portions of the work to DBEs, and/or by entering into a joint venture with DBEs.

(C) **Requirements, Terms and Conditions:** A DBE is defined as a small business concern that is owned and controlled by socially and economically disadvantaged individuals. These socially and economically disadvantaged individuals must own 51 percent of the business, and they must control the management of the business. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration (SBA), pursuant to Section 8(a) of the Small Business Act.

To be accepted as a qualified DBE, a Contractor must be certified as a DBE by MOOT before the time of proposal submittal. The MOOT DBE Specialist is Maggie Metzger, (406-444-6337). MDOT's DBE certification application forms are available, for Contractors interested in securing MOOT DBE certification prior to proposal opening, on line at www.mdt.mt.gov/business/contracting/civil/dbe.shtml.

Any questions regarding MET's DBE program or questions regarding the DBE forms should be directed to Maggie Metzger.

City Council Regular

Date:	10/14/2024
Title:	Purchase of Two (2) 2025 Single Engine Combination Sewer Cleaner
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve the purchase of two (2) 2025 Single Engine Combination Sewer cleaners from Joe Johnson Equipment in the amount of $1,155,060.

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

The purchase of two (2) single engine combination sewer cleaners is included in the approved FY25 Equipment Replacement Plan (ERP) and the FY25 Street and Traffic budget. Vactors are a vital part of operations as they not only keep the storm drains clean, but also necessary for Stormwater permit compliance. Staff is recommending procurement of the equipment using the cooperative purchasing agreement (Sourcewell), as the pricing is similar to competitive bid pricing. By using Sourcewell, we can keep fewer parts on the shelf, as the normal wear items are interchangeable with 4 other jet trucks within our division and department, saving thousands of dollars in stocked parts. The units that are being replaced will be sold at auction.

ALTERNATIVES

City Council may:

- Approve purchasing the two (2) 2025 Single Engine Combination Sewer Cleaners; or,
- Not Approve the purchase. If not approved the Vactors will likely see extensive repair costs, and downtime as the storm cleaners have reached their useful life. Extended downtime will result in diminished customer service levels citizens have come to expect.

FISCAL EFFECTS

The Vactor single engine combination sewer cleaners were budgeted in FY25 using Storm Maintenance Funds. The amount budgeted for the two vactors is $1,000,000. The shortfall will come from savings on other equipment this fiscal year.

City Council Regular

Date:	10/14/2024
Title:	Water Reclamation Facility Equipment - Disinfection
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends approval of the purchase of replacement parts for the Trojan 3000 Plus UV Disinfection System in the amount of $108,843.10.

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

The Water Reclamation Facility utilizes three (3) ultraviolet (UV) modules to disinfect treated wastewater before the water returns to the Yellowstone River. These modules operate continuously to disinfect the entire wastewater flow of the City, approximately 20 million gallons every day. The components of the UV modules are required to be replaced periodically to avoid disinfection failure which would result in a permit violation.

Trojan Technologies was the manufacturer of the three (3) UV modules, and they also manufacture the replacement parts. Purchasing from Trojan Technologies ensures the replacement parts match the original equipment. Trojan Technologies is the only known vendor of original equipment replacement parts. The quote form and the sole source justification is attached to this memo.

ALTERNATIVES

City Council may:

- Approve the purchase of the replacement parts for the Water Reclamation Facility UV Disinfection System in the amount of $108,843.10; or,
- Not Approve the purchase of the replacement parts. If not approved, the routine maintenance of the UV system will not proceed. The UV system will eventually fail, resulting in the discharge of treated wastewater that exceeds the permit and could result in fines from the Montana Department of Environmental Quality.

FISCAL EFFECTS

The purchase of the UV disinfection system replacement parts is for $108,843.10 and was funded in the FY25 wastewater budget.

Attachments

Trojan FY25 Equipment

Justification for Sole Source Provider

Date	9/6/2024	Vendor	Trojan
Requestor Name	Shaun Emerick	Contact Name	Heather Conine
Department	WRF	Phone #	760-648-3289
Division	Water Quality	Email	hconine@trojantechnoligies.com
Phone #	406-657-8357	Amount	$ 108,843.10

Scope of Work or Product: (enter text below)

Supply the city of Billings WRF with the attached parts. (see attached quote)

Reason for requesting sole source: (please check all that apply and supply necessary information)

☒ Item must match existing equipment because They are the area vendors for Trojan U.V.

☒ Item is a repair part for existing equipment OR item is to be attached to existing equipment.

Name of existing equipment: U.V. Channel #3

☒ Technical characteristics of requested item are essential to our needs because

Without these parts the WRF will not be able to meet the WRF's discharge limit to the Yellowstone River.

☒ Product is proprietary; no other manufacturer of this type of product exists.

☒ Only known vendor to service or provide this type of product in this region.

☐ Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

☐ Product is being purchased through State of Montana Contract #: Click here to enter text.

☐ Other reason not listed above: Click here to enter text.

Please attach all appropriate documents and forward to Purchasing Agent. *Thank you.*

QUOTATION
QO0014117

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Sold to
CITY OF BILLINGS
P.O. BOX 1178
Billings MT 59103-1178
UNITED STATES

Ship to
City of Billings WWTP
725 Highway 87 East
Billings MT 59101-0100
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
Payment Terms : 0% / 00 / 30 net
Delivery Terms : DELIVERED DUTY PAID
Carrier/LSP :

Internal Sales Rep : Heather Conine
Customer No. : 100003722
Reference :
Quote Date : 08-07-2024
Quote Expiry Date : 10-05-2024

Line	Project / Item / Description	Quantity	Price / Discount %		Unit Net Price / Net Amount	Tax Rate / Tax Amount	Amount
10	794447-0RD LAMP P, GA64T6HE ANGLE BASE	250.00	406.71/	EA	406.71 101,677.50	0.00% 0.00	101,677.50
20	327021 SEAL, WIPER UV3+	250.00	13.55/	EA	13.55 3,387.50	0.00% 0.00	3,387.50
30	316144P O-RING, SLEEVE SEAL UV3+	16.00	3.45/	EA	3.45 55.20	0.00% 0.00	55.20
40	316136 SLEEVE, QTZ UV3+ 28x25x1958	15.00	157.05/	EA	157.05 2,355.75	0.00% 0.00	2,355.75
50	316145 O-RING, SLEEVE SUPPORT UV3+	200.00	1.65/	EA	1.65 330.00	0.00% 0.00	330.00
60	901507 CLEANER, ACTICLEAN GEL 4X4L	1.00	408.75/	CS	408.75 408.75	0.00% 0.00	408.75
70	327118P O-RING, UV3+ WIPER CANISTER 4P	88.00	2.85/	EA	2.85 250.80	0.00% 0.00	250.80
80	015509 KIT, SENSOR CABLE W/GREASE	2.00	188.80/	EA	188.80 377.60	0.00% 0.00	377.60

QUOTATION
QO0014117

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Line	Project / Item / Description	Quantity	Price / Discount %		Unit Net Price / Net Amount	Tax Rate / Tax Amount	Amount
90	FREIGHT FREIGHT & HANDLING	1.00	/	EA	0.00 0.00	0.00% 0.00	0.00

Goods	108,843.10	Discount	0.00	Tax Amount	Total USD
Costs	0.00	Subtotal	108,843.10	0.00	108,843.10

QUOTATION
QO0014117

TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website https: www.trojantechnologies.com/sales-terms-conditions/

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions

City Council Regular

Date:	10/14/2024
Title:	Water Reclamation Facility Equipment - Headworks Screen #3
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends approval of the purchase of replacement parts for Headworks Screen #3 in the amount of $133,801.43.

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

The Water Reclamation Facility utilizes four (4) headworks screens to remove debris from incoming wastewater. These rotary screens operate continuously to protect downstream treatment processes and equipment from damage. The components of the headworks screens wear down over time due to the harsh conditions in which they operate. Periodically, the wear parts are replaced to avoid failure.

FMS Screens is the manufacturer of the four (4) headworks screens. Saveco North America Inc. is the only area vendor for FMS Screens. The replacement parts are proprietary and need to match the original equipment. The quote form and sole source justification are attached to this memo.

ALTERNATIVES

City Council may:

- Approve the purchase of replacement parts for the Water Reclamation Facility Headworks Screen #3; or,
- Not approve the purchase of the replacement parts. If not approved, the screen will eventually fail, resulting in higher maintenance costs for downstream processes and an increased risk of treatment failure.

FISCAL EFFECTS

The purchase of Headworks Screen #3 replacement parts is for $133,801.43 and is funded in the FY25 Wastewater budget.

Attachments

Headworks Screen FY25 Purchase

CITY OF Billings

Justification for Sole Source Provider

Date	9/17/2024	Vendor	Saveco North America Inc.
Requestor Name	Shaun Emerick	Contact Name	Brad Miller
Department	WRF	Phone #	224-302-0291
Division	Water Quality	Email	bradmiller@savecowaterma.com
Phone #	406-657-8357	Amount	$ 133,801.43

Scope of Work or Product: (enter text below)

Supply the city of Billings WRF with the attached parts. (see attached quote)

Reason for requesting sole source: (please check all that apply and supply necessary information)

☒ Item must match existing equipment because They are the area vendors for FMS Screens.

☒ Item is a repair part for existing equipment OR item is to be attached to existing equipment.

Name of existing equipment: Head works Screen #3.

☒ Technical characteristics of requested item are essential to our needs because

Without these parts the WRF will not be able to service and maintain the screens in the Headworks.

☒ Product is proprietary; no other manufacturer of this type of product exists.

☒ Only known vendor to service or provide this type of product in this region.

☐ Other manufacturers of this type of product do not meet our requirements:

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

Manufacturer's Name: Click here to enter text.

Reason: Click here to enter text.

☐ Product is being purchased through State of Montana Contract #: Click here to enter text.

☐ Other reason not listed above: Click here to enter text.

Please attach all appropriate documents and forward to Purchasing Agent. *Thank you.*

SAVECO NORTH AMERICA INC.
1570 ST. PAUL AVE.
GURNEE, IL 60031
USA

Voice: 815.636.8306
Fax: 815.636.8302

QUOTATION

Quote Number: PART24238
Quote Date: Sep 13, 2024
Page: 1

Quoted To:

City of Billings
725 Highway 87 East
BILLINGS, MT 59111
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
BILLINGS MT	10/31/24	Net 30 Days	COOMBS

Quantity	Item	Description	Unit Price	Amount
		Request for quote: City of Billings Wtp Shaun Emerick Attn: Shawn Emerick -		
48.00	FSMP-109236	Filter panel without rake for FRS, RB-1000 L=6	953.58	45,771.84
4.00	FSMP-109235	Filter panel with rake for FRS, RB-1000 L=6	1,039.11	4,156.44
1.00		Debris bucket panel	1,764.07	1,764.07
212.00	FSMP-100676	Self locking nut	1.62	343.44
212.00	FSMP-100051	Spring lock washer	0.75	159.00
106.00	FSMP-100186	Sockethead cap bolt M10x30	2.86	303.16
106.00	FSMP-100188	Sockethead cap bolt M10x35 V4A, p/n 100188	2.92	309.52
106.00	FSMP-102320	Plastic disc spacer 014	1.82	192.92
10.00	FSMP-102440	Additional brush over the top sprocket, FRS	56.13	561.30
9.00	FSMP-109934	Side plastic sealing 900	171.97	1,547.73
2.00		Side plastic sealing 1100 P/N 110913	242.90	485.80
55.00	FSMP-100617	Hex Head Screw, M8 x 70mm, V2A, FSM p/n 100617	4.02	221.10
55.00	FSMP-100266	Large Diameter Washer, M8, OD 23.6mm, V2A, FSM p/n 100266	0.75	41.25
55.00	FSMP-100067	Lock-washer	0.65	35.75
22.00	FSMP-100343	Grub Screw, M8, V2A, FSM p/n 100343	1.33	29.26
20.80	FSMP-102169	Chain, bulk-100m 1.4301(304), make to order.	465.97	9,692.18
2.00	FSMP-102188	Masterlink cranked without bolt and ring,	230.63	461.26
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	**Continued**

SAVECO NORTH AMERICA INC.
1570 ST. PAUL AVE.
GURNEE, IL 60031
USA

Voice: 815.636.8306
Fax: 815.636.8302

QUOTATION

Quote Number: PART24238
Quote Date: Sep 13, 2024

Quoted To:

City of Billings
725 Highway 87 East
BILLINGS, MT 59111
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
BILLINGS MT	10/31/24	Net 30 Days	COOMBS

Quantity	Item	Description	Unit Price	Amount
		FRS, 1.430/1.4057		
4.00	FSMP-102212	Bolt 1.4462 (chain)	84.72	338.88
8.00	FSMP-102198	Ring 1.4571 (chain)	14.11	112.88
14.00	FSMP-107708	Chain support 900	118.63	1,660.82
2.00	FSMP-107712	Chain support 700	92.18	184.36
2.00	FSMP-107714	Chain support 1000	131.44	262.88
90.00	FSMP-100233	Flat head screw, V2A	1.01	90.90
1.00	FSMP-105210	Curve plastic sealing for screen, left	189.29	189.29
1.00	FSMP-105211	Curve plastic sealing for screens, right	189.29	189.29
8.00	FSMP-100183	Countersunk head screw with hexagon socket, M10x25 V2A	1.43	11.44
2.00	FSMP-102273	Bottom sprocket 1.4122 (FRS)	1,953.24	3,906.48
2.00	FSMP-102287	Bearing Journal 106,5mm 1.4301, for FRSII unit	736.06	1,472.12
8.00	FSMP-100420	Hex Head Screw, M12 x 25mm, V2A, FSM p/n 100420	2.95	23.60
8.00	FSMP-100052	Lock Washer, M12, V2A, FSM p/n 100052	0.49	3.92
2.00	FSMP-103252	O Ring, lower sprocket on FRS	30.05	60.10
2.00	FSMP-100937	V-Ring. lower sprocket on FRS	35.04	70.08
2.00	FSMP-100870	Cover for bottom sprocket assy, FRS	335.50	671.00
6.00	FSMP-100066	Lock Washer, M8, V2A, FSM p/n 100066	0.45	2.70
6.00	FSMP-100600	Hex Head Screw, M8 x 30mm, V2A, FSM p/n 100600	1.40	8.40
2.00	FSMP-100844	Snap Ring, lower sprocket on FRS, D-50 VA	35.04	70.08
2.00	FSMP-104849	Straight screwed coupling GE10-PLR-1/4"	32.93	65.86

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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QUOTATION

Quote Number: PART24238
Quote Date: Sep 13, 2024

Quoted To:

City of Billings
725 Highway 87 East
BILLINGS, MT 59111
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
BILLINGS MT	10/31/24	Net 30 Days	COOMBS

Quantity	Item	Description	Unit Price	Amount
1.00	FSMP-108697	Bottom brush 1000, FRS	226.06	226.06
1.00	FSMP-108696	Rubber bottom plate, 1000mm, FRS	262.06	262.06
1.00		Gear box brush drive SA67	6,066.17	6,066.17
1.00	FSMP-D000157	Brush Shaft 1.4122/1.4301; Diameter 40	3,520.00	3,520.00
1.00	FSMP-103625	Feather key	40.04	40.04
2.00	FSMP-100932	V-Ring 40-S	7.92	15.84
2.00	FSMP-104393	Brush shaft flange rotating asssembly - with grease nipple	176.58	353.16
2.00	FSMP-103450	Plastic disk 0 40	4.54	9.08
20.00	FSMP-102438	Round Brush system 2 S(STD)	241.89	4,837.80
2.00	FSMP-122542	FIXING ELEMENT, SS304	115.67	231.34
2.00	FSMP-122542	FIXING ELEMENT, SS304	115.67	231.34
6.00	FSMP-100596	Screw, M8x20	1.10	6.60
6.00	FSMP-100066	Lock Washer, M8, V2A, FSM p/n 100066	0.45	2.70
6.00	FSMP-100596	Screw, M8x20	1.10	6.60
6.00	FSMP-100066	Lock Washer, M8, V2A, FSM p/n 100066	0.45	2.70
1.00		Chain gear box SA87	15,859.54	15,859.54
1.00	FSMP-109565	FRS Torque Link Arm SA87	1,131.68	1,131.68
2.00	FSMP-102317	Tension adjustment assy with bearing, Dia 60	1,139.63	2,279.26
4.00	FSMP-105075	Rubber sealing plate 60 for bearing (FRS)	30.05	120.20
1.60	FSMP-105117	Drive Shaft 1.4122 / Diameter 80 / 60	1,266.82	2,026.91
1.00	FSMP-104543	Key 1.4571	145.20	145.20
2.00	FSMP-101401	Tension set adjustment assy, Dia. 60 (FRS)	318.63	637.26
2.00	FSMP-102263	Hub for the sprocket diameter 60 C45 (FRS)	861.33	1,722.66
2.00	FSMP-102260	Top sprocket disc (2 pc) D-60 a 80	2,819.31	5,638.62
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	**Continued**

SAVECO NORTH AMERICA INC.
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Voice: 815.636.8306
Fax: 815.636.8302

QUOTATION

Quote Number: PART24238
Quote Date: Sep 13, 2024
Page: 4

Quoted To:

City of Billings
725 Highway 87 East
BILLINGS, MT 59111
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
BILLINGS MT	10/31/24	Net 30 Days	COOMBS

Quantity	Item	Description	Unit Price	Amount
10.00	FSMP-100029	Flat Washer, M16, V2A, FSM p/n 100029	0.97	9.70
10.00	FSMP-102031	Bolt, special M16x65, V2A	80.14	801.40
10.00	FSMP-100680	Nut, self locking M16, V4A, FSM p/n 100680	2.43	24.30
1.00		gearbox scrapper bar SA47	3,082.45	3,082.45
1.00		Torque link SA47 P/N 107072	711.04	711.04
2.00	FSMP-104393	Brush shaft flange rotating asssembly - with grease nipple	176.58	353.16
2.00	FSMP-100932	V-Ring 40-S	7.92	15.84
2.00	FSMP-103450	Plastic disk 0 40	4.54	9.08
2.00	FSMP-102287	Bearing Journal 106,5mm 1.4301, for FRSII unit	736.06	1,472.12
8.00	FSMP-100420	Hex Head Screw, M12 x 25mm, V2A, FSM p/n 100420	2.95	23.60
8.00	FSMP-100052	Lock Washer, M12, V2A, FSM p/n 100052	0.49	3.92
2.00	FSMP-102260	Top sprocket disc (2 pc) D-60 a 80	2,819.31	5,638.62
2.00	FSMP-100937	V-Ring. lower sprocket on FRS	35.04	70.08
2.00	FSMP-103252	O Ring, lower sprocket on FRS	30.05	60.10
2.00	FSMP-100870	Cover for bottom sprocket assy, FRS	335.50	671.00
6.00	FSMP-100066	Lock Washer, M8, V2A, FSM p/n 100066	0.45	2.70
6.00	FSMP-100600	Hex Head Screw, M8 x 30mm, V2A, FSM p/n 100600	1.40	8.40
		-		
		Shipping: Prepay and add invoice at actual coet		
		Delivery: 12-14 Weeks.		
			Subtotal	133,801.43
			Sales Tax	
			TOTAL	**133,801.43**

City Council Regular

Date:	10/14/2024
Title:	Heights Water District Consolidation Study - MOA for Cost Sharing
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the Memorandum of Agreement (MOA) between the City of Billings and the County Water District of Billings Heights (CWDBH) for Cost Sharing of W.O. 24-41 Heights Water District Consolidation Study.

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

Public Works is working on W.O. 24-41 Heights Water District Consolidation Study. The purpose of this project is to conduct an independent and impartial study of the feasibility of consolidating the CWDBH into the City of Billings Water System. Morrison Maierle was the selected consultant through an RFP process, which included representatives from the CWDBH and the City of Billings. Prior to entering into a contract with Morrison Mairle, an MOA was written jointly with the CWDBH to detail the responsibilities of each party for cost sharing of the consulting services. This MOA is attached for council review and approval.

ALTERNATIVES

City Council may:

- Approve the MOA between the City of Billings and CWDBH for Cost Sharing of W.O. 24-41 Heights Water District Consolidation Study; or,
- Not approve the MOA. If City Council does not approve, the consolidation study will not proceed.

FISCAL EFFECTS

The total project fees for the study shall not exceed $200,000, which shall be split equally between the City and CWDBH. The City's contribution to the total project fees for the study shall not exceed $100,000. This expense was not included in the FY25 budget. Public Works will either use cost savings in other water projects or defer a project to FY26 to fund this study.

Attachments

MOA - City and CWDBH

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF BILLINGS AND COUNTY WATER DISTRICT OF BILLINGS HEIGHTS
FOR
COST SHARING OF W.O. 24-41 HEIGHTS WATER DISTRICT CONSOLIDATION STUDY

1. Parties

This MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this , 2024, ("Effective Date") by and between the CITY OF BILLINGS ("CITY"), a municipal corporation incorporated and organized under the laws of the State of Montana, ("CITY") and the COUNTY WATER DISTRICT OF BILLINGS HEIGHTS ("CWDBH"), a county water district incorporated and organized under the laws of the State of Montana. The CITY and CWDBH are collectively referred to as the "Parties" and each is a "Party".

2. Purpose

The purpose of this MOA is to memorialize the mutual understanding of the Parties regarding the funding of CITY W.O. 24-41 Heights Water District Consolidation Study (the "Project"), which is intended to obtain a credible, non-biased feasibility analysis and concept plan that may form the basis for possible future consolidation of CITY and CWDBH water services. The actual terms and process of consolidation, if any, are beyond the scope of, and not covered by, this MOA.

3. Underlying Principles.

a. Execution of this MOA for preliminary feasibility analysis of consolidation in no way implies support for or an obligation to approve, facilitate, or participate financially or otherwise in a consolidation of the Parties.

b. Participation in this MOA and the Project is voluntary, and any Party may withdraw at any time from this MOA by providing written notice to the other Party pursuant to the notice requirements set forth herein. Participation in this MOA and the Project does not imply endorsement or commitment to implement the recommendations of the Project.

c. The Project will be carried out in an inclusive manner that encourages voluntary participation by the Parties executing this MOA.

d. Execution of this MOA or participation in the activities contemplated by this MOA in no way waives any legal or contractual rights of participating Parties.

e. CWDBH's governing board must approve any final decisions related to its water rights, water contracts, resource plans, infrastructure, or other

similar decisions resulting from this MOA, the Project, or any activities contemplated by this MOA.

f. Execution of this MOA in no way limits the ability of the Parties to pursue individual projects, plans, contracts, or agreements. However, projects, plans, contracts, or agreements undertaken that are over $1,000,000.00 in contract value undertaken by CWDBH will be discussed with the City of Billings prior to execution as this may affect the feasibility analysis of consolidation.

4. Scope of Work

The scope of work of the Project is defined by the Engineering Services Agreement with Morrison Maierle ("Consultant"), which shall be drafted consistent with W.O. 24-41.

5. Project Cooperation

a. Services to be rendered by the CITY include:
   i. Coordinating meetings with the Consultant, CWDBH, and CITY.
   ii. Drafting, reviewing, and negotiating the Engineering Services Agreement between the Consultant and CITY in W.O. 24-41.
   iii. Executing Engineering Services Agreement with Consultant.
   iv. Administering and reviewing the Project invoices.
   v. Invoicing the CWDBH for the equal share of costs.
   vi. Providing any available records, reports, and past and current studies to the Consultant.

b. Services to be rendered by the CWDBH include:
   i. Attending meetings with the Consultant and the CITY.
   ii. Reviewing the scope and fee of the Engineering Services Agreement between the Consultant and CITY.
   iii. Reviewing the Project invoices and provide comments to CITY or otherwise dispute Project invoices. CWDBH shall have fourteen (14) days from receipt of an invoice to review the invoices and provide comments to the CITY regarding the invoice.
   iv. Paying their share of invoiced fees to the CITY within thirty (30) days of date of receipt of invoiced fees; provided, however, that if CWDBH provides comments as allowed under Subsection 5.b.iii., then the payment deadline runs from the day the CITY provides a satisfactory response that addresses CWDBH's comments or disputes.
   v. Reviewing and providing feedback of deliverables from the Consultant in a timely manner. For purposes of this clause, "timely manner" shall mean either within the deadline allowed in the Engineering Services Agreement between the Consultant and the City or, in the absence of such deadline, within thirty (30) days of CWDBH's receipt of such deliverables.

vi. Providing any available records, reports, and past and current studies to the Consultant.

6. Cost Sharing

The total Project fees for the Project shall not exceed Two Hundred Thousand and no/100 Dollars ($200,000.00), which shall be split equally between the CITY and CWDBH.

CITY agrees contribute up to $100,000 for the Project fees. The CITY will pay in full all invoices from the Consultant. Thereafter, the CITY will invoice CWDBH for one-half (1/2) of the amount the CITY paid for each invoice from the Consultant, subject to the limitation set forth in the paragraph below.

CWDBH agrees to contribute up to $100,000 for the Project fees. In no event shall the fees paid by CWDBH exceed $100,000.00.

7. Communications Strategy

The Parties shall, to the extent possible, shall maintain open and transparent communication regarding the activities contemplated by this MOA and the Project. At a minimum all written communications, including without limitation all electronic written communications such as emails, texts, or messenges, for the Project will be sent to the following Parties for the CITY and CWDBH:

CITY

Travis Harris

Louis Engels

CWDBH

Frank Ewalt

Ming Cabrera

Jeff Essman

Bo Anderson

Travis Harris will communicate directly with the Consultant on behalf of both the CITY and CWDBH; provided, however, that Travis Harris is not and shall not be deemed to be an agent of CWDBH, either actual or ostensible, and has no authority whatsoever to bind CWDBH in any way and the Consultant shall have no right to rely on Travis Harris as an agent of CWDBH.

Frank Ewalt will communicate directly with CWDBH board regarding project updates.

8. No Partnership

Nothing in this MOA is intended, or shall be deemed, to constitute a partnership or joint venture between the CITY and CWDBH. This MOA is merely the convenient means for establishing the terms necessary for recompensing the CITY for CWDBH's equal share of expenses for W.O. 24-41.

9. Limitations.

Execution of this MOA does not in any way imply support for or an obligation to support, approve, or participate in any consolidation of the CITY and CWDBH. No Party to this MOA is bound to any financial contribution related to these studies or participation in this or a related Project, except as might be otherwise provided in separate agreements.

10. Disputes.

In the event of a dispute between the Parties over the meaning of this MOA, the Parties shall first meet to attempt to resolve the matter for the least expense practicable.

11. Jurisdiction and Venue

This MOA shall be construed in accordance with the laws of Montana and the Parties agree that venue shall be in Yellowstone County, 13th Judicial District Court of the State of Montana.

12. Mutual Indemnification

CITY shall defend, indemnify, and hold CWDBH, its officers, agents, and employees, harmless from and against any and all liability, loss, expense (including attorney's fees), or claims for injury or damages arising out of the performance of this MOA only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or the result from the negligent, reckless, or intentional acts or omissions of CITY, its officers, agents, or employees.

CWDBH shall defend, indemnify, and hold CITY, its officers, agents, and employees, harmless from and against any and all liability, loss, expense (including attorney's fees), or claims for injury or damages arising out of the performance of this MOA only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or the result from the negligent, reckless, or intentional acts or omissions of CWDBH, its officers, agents, or employees.

13. Governing Law

This MOA will be deemed a contract under the laws of the State of Montana and for all purposes shall be interpreted in accordance with such laws.

14. Nonwaiver.

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

15. Severability

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

16. Amendment

This MOA shall only be amended, modified, or changed in writing, executed by authorized representatives of the Parties, with the same formality as this MOA was executed.

17. Term and Termination

This MOA shall commence on the Effective Date and continue for the period of completion of the Project or by June 30, 2025, if not extended by mutual agreement. Either CITY or CWDBH may terminate its participation in the MOA by providing written notice to the other Party by certified mail, return receipt to the following addresses, below. Both Parties will be equally responsible for the Project fees prior and up to the date of notice of termination received by the nonterminating Party.

CITY: City of Billings - Public Works 2224 Montana Avenue Billings, MT 59101 Attn: Travis Harris harrist@billingsmt.gov	CWDBH: Name: _____ Address: _____ _____ Phone: _____ Email: _____

IN WITNESSWHERE OF, the PARTIESPARTIES have caused this MOA to be duly executed and effective as of the above date.

COUNTY WATER DISTRICT OF BILLING :	**CITY OF BILLINGS:**
By: _____	By: _____
(Name) (Authorized Signature)	**MAYOR**

City Council Regular

Date:	10/14/2024
Title:	Irrigation Supply Line MOU for Mountview Cemetery/Par-3/Sunset Memorial Garden
Presented by:	Brandon Schmidt
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends a motion to approve a memorandum of understanding between City of Billings, Par-3 Golf Course, and Sunset Memorial Gardens to establish an irrigation supply line maintenance fund.

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

Mountview Cemetery, Par-3 Golf Course, and Sunset Memorial Gardens share an irrigation supply line. The irrigation line originates at Billings Bench Water Association ditch near Stewart Park, runs under Central Ave for 1.5 miles, and terminates at Mountview Cemetery.

The irrigation line was installed in the 1960's, and is constructed of 10' sections of concrete pipe. The couplings connecting the sections of pipe have started to fail. When a coupling fails, irrigation water is released under Central Ave, and must be repaired before it damages the roadway. Each repair costs approximately $25k. Repair costs are divided up among the users based on acreage irrigated. The City pays for 47.1%, Par-3 pays 34.4%, and Sunset pays 18.5%. Since we don't know when a coupling will fail, these repairs are difficult to plan for in the affected parties' budget. Staff is recommending approval of this MOU to formalize all irrigation line users' responsibilities, and to establish a maintenance/repair fund to reduce the fiscal effect of these unplanned repairs.

STAKEHOLDERS

City of Billings, City Exchange Par 3 Golf Course, and Sunset Memorial Gardens

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

Annually, users will contribute a total of $10k to the irrigation supply line maintenance/repair fund in order to reduce the fiscal strain of performing repairs that could not be budgeted for.

SUMMARY

Recommend approval of MOU, establishing a maintenance/repair fund for irrigation supply line, in order to reduce fiscal strain on users when repairs are required.

Attachments

Irrigation MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN City of Billings
AND Sunset Memorial Gardens, AND Exchange City Par 3 Golf Course

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Billings Parks, Recreation & Public Lands Department (hereinafter referred to as "**CITY**"), whose address is 390 N 23rd St, Billings, MT 59101, Sunset Memorial Gardens (hereinafter referred to as "**SUNSET**"), whose address is 1721 Central Ave., Billings, MT 59102, and Exchange City Par 3 Golf Course (hereinafter referred to as "**PAR 3**"), whose address is 19 South, 19th Street West, Billings, MT 59102 .

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the **CITY**, **SUNSET**, and **PAR 3**, fund the maintenance, repair, and damage caused, due to a malfunction of the irrigation supply line starting at Bench Water District Association irrigation ditch and terminating at Mountview Cemetery. Bench Water District Irrigation Supply Line is identified in attachment "A" and referred to as the "Irrigation Line". All parties to this MOU shall be permitted to use the Irrigation Line for all irrigation needs at the above properties, so long as they are in good standing with the agreements described in this MOU.

3. Term of MOU. This MOU is effective upon the day of execution through the Irrigation Line's usable life. This MOU may be terminated, without cause, by any party upon 60 days written notice, which notice shall be hand-delivered or by certified mail to the parties at the addresses listed above.

4. Repair Fund Establishment.

(a) The **CITY** will establish and administer an Irrigation Line repair fund ("repair fund").

(b) Each party will contribute an agreed upon percentage to the repair fund based on acres of the party's irrigated land. These contributions shall total approximately $10,000 annually.

(c) The repair fund will be used for repairs and maintenance of the Irrigation Line and will be managed in accordance with City policy. Any interest earned by the fund will remain in the fund and will be available for use in accordance with this agreement and City policy.

(d) Payments are due to the **CITY** August 1st, the first of which is due August 1st, 2025. The maximum repair fund balance will be $100,000. Any funding required for the maintenance, repair, and damage caused by the Irrigation Line will first be paid out of the repair fund, until all funds are expended. If all repair funds are expended and additional repairs and/or maintenance are needed, each party will be invoiced based on the same percentages as applied to the repair fund

calculation and each party shall be required to contribute to the repair fund within thirty (30) days of receipt of the invoice.

(e) In the event a party terminates their participation in this MOU for any reason, they will forfeit any funds deposited into the repair fund.

5. Indemnity: Each Party shall indemnify, defend and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its officers, agents, and employees, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from the negligent acts of both Parties, each Party shall indemnify, defend, save, and hold the other harmless from and against only that portion of claims, lawsuits or liability, including reasonable attorneys' fees and costs, which result from the Party's negligent acts occurring as a result from such Party's performance under this Agreement.

6. <u>Responsibilities of City of Billings Parks, Recreation & Public Lands.</u>

The **CITY** will:

(a) Establish and administer an Irrigation Line repair fund in accordance with City policy.

(b) Coordinate and Contract for the necessary repair and maintenance of the Irrigation Line.

(c) Pay the maintenance and repair costs associated with the Irrigation Line from the repair fund.

(d) Pay for 47.1% of all repairs and maintenance, and any damages that may arise from an Irrigation Line malfunction.

(e) If the maximum fund balance has not been met at the time the annual contribution is to be made, then the **CITY** shall deposit $4,710 annually to the Irrigation Line repair fund.

(f) On or about September 1st, provide all parties an annual statement on Irrigation Line repair fund.

7. <u>Responsibilities of Sunset Memorial Gardens.</u>

SUNSET will:

(a) Contribute 18.5% of the cost of necessary repairs and maintenance of the Irrigation Line, and any damages that may arise from an Irrigation Line malfunction.

(b) Make all payments within 30 days of receipt of invoice.

(c) If the maximum fund balance has not been met at the time the annual contribution is to be made, then **SUNSET** shall contribute $1,850 annually to the **CITY** for deposit into the Irrigation Line repair fund.

8. Responsibilities of City Exchange Par 3 Golf Course.

PAR 3 will:

(a) Contribute 34.4% of the cost of necessary repairs and maintenance of the Irrigation Line, and any damages that may arise from an Irrigation Line malfunction.

(b) Make all payments within 30 days of receipt of invoice.

(c) If the maximum fund balance has not been met at the time the annual contribution is to be made, then **PAR 3** shall contribute $3,440 annually to the CITY for deposit into the Irrigation Line repair fund.

9. Surrender of Irrigation Line usage.

If any party terminates participation in this MOU as provided in section 3 or refuses or is unable to make payment as required in this MOU for any reason whatsoever, the applicable party will immediately surrender use of the Irrigation Line. Upon such surrender the **CITY** will secure the applicable party's irrigation supply valve.

10. General Provisions.

(a) **Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

(b) **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Montana. The courts of the State of Montana shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Yellowstone County, Montana.

(c) **Entirety of Agreement.** This MOU, consisting of four (4) pages and one (1) drawing (Attachment 'A'), represents the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

(d) **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and a party may negotiate the terms affected by the severance.

(e) **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable

right to seek to enforce the MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

11. Signatures. The witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agree to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

IN WITNESS WHEREOF, the Parties have executed the Agreement this _____.

CITY: **CITY OF BILLINGS, a Montana Municipal Corporation**

By: _____
William Cole, Mayor

ATTEST:

By: _____
City Clerk

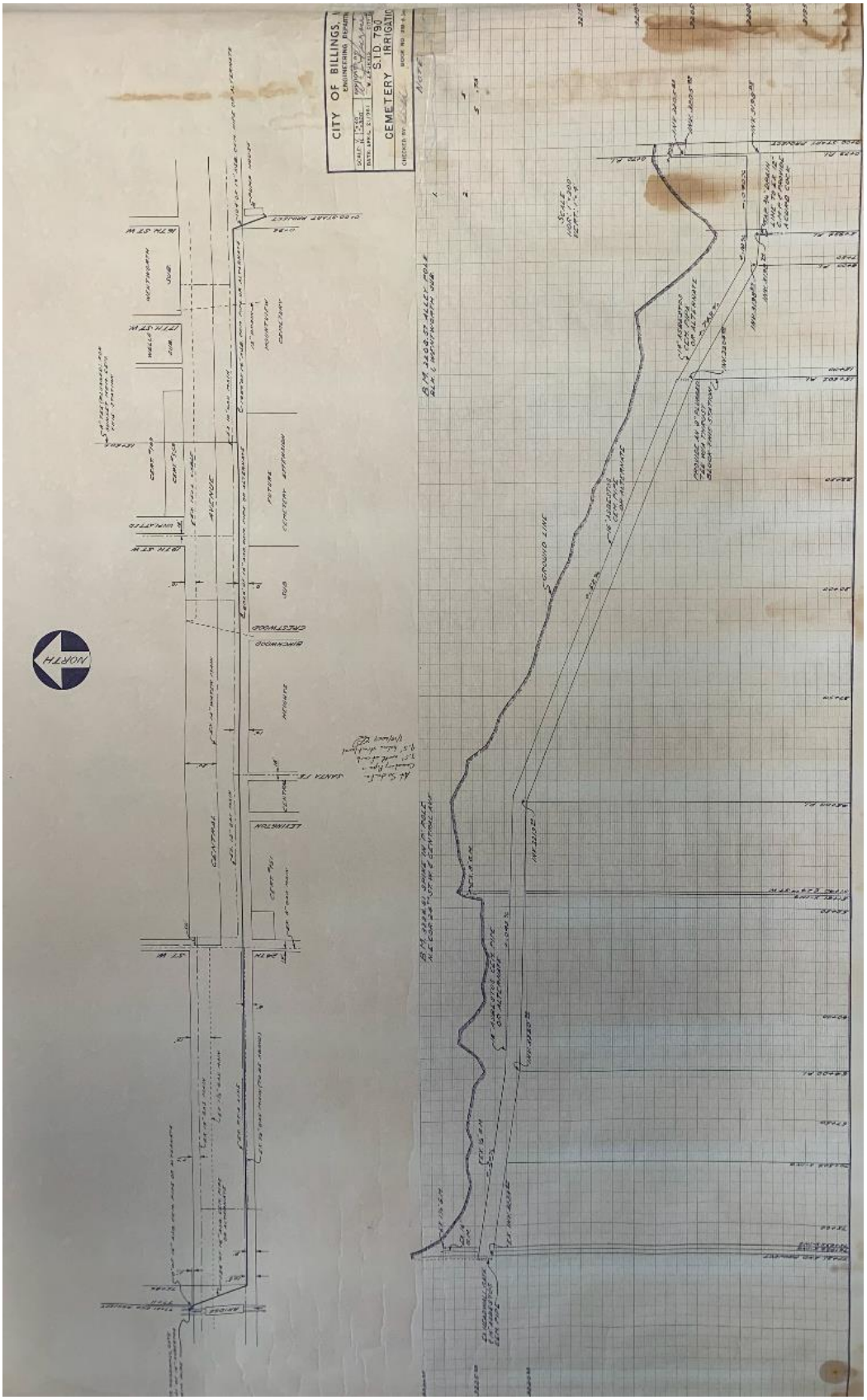
PAR 3: **EXCHANGE CITY PAR 3 GOLF COURSE**

By: _____

SUNSET: **SUNSET MEMORIAL GARDENS**

By: _____

Attachment ‘A’



City Council Regular

Date:	10/14/2024
Title:	MOU With Yellowstone County for Sharing of GIS Data & Services
Presented by:	David Watterson, IT Director
Department:	Information Technology
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the 3-year Memorandum of Understanding with Yellowstone County Geographical Information Systems (GIS) to provide the City of Billings with the sharing of GIS data and services in the amount of $40,000 in FY2025 with an annual 3% increase in FY2026 & FY2027.

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

The City of Billings and Yellowstone County wish to enter into a new 3-year Memorandum of Understanding (MOU) to continue to develop, share and integrate geographic information systems (GIS) data and services to improve the planning and management processes of CITY and COUNTY departments and infrastructure, including dispatch operations of the 9-1-1 Center.

The City of Billings and Yellowstone County originally entered into a MOU for the sharing of GIS data and services in August of 2000 and again in March of 2018. The City and County have continued to work together under the March 2018 MOU in which the City of Billings paid $ 35,000/yr in the first year and so far in FY2025 we have paid $ 9,104 towards a yearly amount of $ 36,414 based on the current agreement signed in 2018. The City and County GIS Teams continue to work closely together to serve the citizens of our community and are currently collaborating to further utilize the county's GIS data to eliminate land management data that is currently being maintained in redundant locations. The new 3-year MOU is important to update the City/County relationship in regards to GIS data and services and the compensation amount to $ 40,000/yr with a built-in annual increase of 3%. Once approved, the new MOU will replace the existing 2018 agreement on November 1, 2024.

ALTERNATIVES

City Council may:

- Approve; the 3-year MOU agreement with Yellowstone County for sharing of GIS data and services OR,
- Not Approve the MOU agreement

FISCAL EFFECTS

The Memorandum of Understanding (MOU) calls for a total of $40,000/yr paid from the City of Billings to Yellowstone County in FY2025 with an annual increase of 3% for fiscal year FY2026 and FY2027. Under the current MOU, Information Technology has already paid Yellowstone County $9,104 in FY2025. Given that, the new MOU requires us to pay an additional $30,896 in FY2025. The City of Bilings Information Technology Department would pay $41,200 in July of 2025 (FY2026) and $42,436 in July of 2026 (FY2027). The MOU agreement annual payments to Yellowstone County GIS have been part of the Information Technology budget for over 20 years.

Note: This MOU replaces the existing MOU approved in 2018 in which we have been making payments of $36,414/yr.

Attachments

2024 09 MOU w/YC GIS Services
2018 YC GIS MOU

MEMORANDUM OF UNDERSTANDING FOR SHARING OF GIS DATA AND SERVICES

This Memorandum of Understanding for Sharing of GIS Data and Services (Agreement) is entered into between YELLOWSTONE COUNTY (COUNTY) and the CITY OF BILLINGS (CITY) on this _____ day of October 2024.

WHEREAS, CITY and COUNTY desire to continue to develop, share and integrate geographic information systems (GIS) data and services to improve the planning and management processes of CITY and COUNTY departments and infrastructure, including dispatch operations of the 911 Center.

THEREFORE, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

1. Term. This Agreement shall begin on November 1, 2024 and shall last for three fiscal years, ending on June 30, 2027. The parties may mutually agree, in writing, to terminate this deal at any time. Further, either party may terminate this Agreement unilaterally with written notice of at least 90 days.

2. Compensation. In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY $40,000 for the 2024-2025 fiscal year. The amount of compensation paid by CITY to COUNTY shall increase 3% each year. For the first year of the Agreement, covering the remainder of the 2024-2025 fiscal year, CITY shall pay COUNTY a prorated amount of $30,896 due on November 1, 2024. The remaining payments shall be $41,200 in 2025-2026 and $ 42,436 in 2026-2027. Yellowstone County will invoice the City of Billings at the start of each fiscal year.

3. COUNTY shall provide CITY with the following GIS data and services along with associated metadata if applicable:

    - City limits;
    - Zoning;
    - Preliminary subdivision reviews;
    - Cadastral;
    - Fire Districts, those opting out, and yearly audits;
    - Wards, legislative boundaries;
    - Landmark features;
    - Address points;
    - Preliminary address points;

- Documentation and coordination with CITY address coordinators;
- Road lines and address ranges, other attributes including Alternate Names Table;
- Driveways;
- Mile markers;
- Zip code areas;
- Cell towers;
- Irrigation and drain ditches and districts;
- Levy all RSID, school and other jurisdictional boundaries;
- AVL application data maintenance for Sheriff's station at 911 Center;
- Updated wall maps to 911 Center whenever changes are made to response areas/boundaries of any public safety agency that serves COUNTY;
- Coordinated MSAG maintenance with 911 Manager;
- Reconciling phone customer databases with address points and MSAG;
- Attribute analysis for data validation, verification using GIS as well as relational database tools and techniques;
- FDID; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties;
- Fire Station Response Zones; COUNTY will maintain this layer for ¼ mile buffer outside approximate CITY limits boundary and surrounding counties;
- LAW-ORI; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties; and
- Police Beats; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties.

4. CITY shall provide COUNTY with the following GIS data and services along with associated metadata if applicable:

   - FIDI; City will maintain this layer inside approximate CITY limits boundary;
   - City Fire Station Response Zones; CITY will maintain this layer inside ¼ mile buffer outside approximate CITY limits boundary;
   - LAW-ORI; CITY will maintain this layer inside approximate CITY limits boundary; and
   - Police Beats; CITY will maintain this layer inside approximate CITY limits boundary.

5. Authorized Representatives. The parties appoint the following authorized representative to receive notices and to provide direct communication between the parties:

Billings, MT 59101

For CITY:
GIS Manager, City of Billings
City of Billings
210 N. 27th Street

For COUNTY:
Yellowstone County GIS Manager
217 N. 27th Street
Billings, MT 59101

6. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and COUNTY. Neither CITY nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts errors or omissions of its employees or agents.

7. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.

8. Entire Agreement and Revocation of Prior Agreements. This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

   The parties hereby state and represent that the Memorandum of Understanding dated March 15, 2018 between CITY and COUNTY is hereby rescinded and revoked upon execution of this Agreement.

9. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of the Agreement.

10. Services Delineated between CITY and COUNTY. CITY and COUNTY will manage, respectively, their own GIS software and hardware upgrades and purchases of any other computer equipment necessary for an integrated GIS system.

Passed and Adopted on this ____ day of October 2024

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
John Ostlund
Yellowstone County Board Chair

_____
Mark Morse
Yellowstone County Commissioner

_____
Donald W. Jones
Yellowstone County Commissioner

Attest:

_____
Jeff Martin
Yellowstone County Clerk and Recorder

Passed and Adopted on this ____ day of October 2024

CITY OF BILLINGS, MONTANA

_____
WILLIAM A. COLE, MAYOR

Attest:

_____
City of Billings Clerk

MEMORANDUM OF UNDERSTANDING FOR SHARING OF GIS DATA AND SERVICES

This Memorandum of Understanding for Sharing of GIS Data and Services (Agreement) is entered into between CITY OF BILLINGS (CITY) and YELLOWSTONE COUNTY (COUNTY) on this 15th day of March 2018.

WHEREAS, CITY and COUNTY desire to continue to develop, share and integrate geographic information systems (GIS) data and services to improve the planning and management processes of CITY and COUNTY departments and infrastructure, including dispatch operations of the 9-1-1 Center.

THEREFORE, this Agreement sets forth the following terms pursuant to which CITY and COUNTY shall agree:

1. Term. This Agreement shall begin on April 1, 2018, and shall automatically be renewed annually on the same terms, subject to the adjustments to CITY'S compensation as provided for in the Compensation section of this Agreement. The parties may mutually agree, in writing, to terminate this Agreement at any time. Further, either party may terminate this Agreement unilaterally with written notice not less than 90 days prior to the automatic renewal date. If unilateral written notice is given, the Agreement shall terminate on the annual renewal date.

2. Compensation. In exchange for the services stated in this Agreement to be performed by COUNTY, CITY agrees to pay COUNTY $35,000 per year. Payments shall be made quarterly, in advance of the beginning of any quarter. If the Agreement is automatically renewed, the amount of compensation paid by CITY to COUNTY shall increase 2% annually for each period of renewal.

3. COUNTY shall provide CITY with the following GIS data and services along with associated Metadata if applicable:
    - City limits
    - Zoning
    - Preliminary subdivision reviews
    - Cadastral
    - Billings Urban Renewal and/or Tax Increment Finance Districts (URDs/TIFDs) and County Targeted Economic Development Districts (TEDDs)
    - Fire Districts, those opting out, and yearly audits
    - Wards, legislative boundaries
    - Landmark features
    - Address points
    - Preliminary address points

- Documentation and coordination with CITY address coordinators
- Road lines and address ranges, other attributes including Alternate Names table
- Driveways
- Mile markers
- Zip code areas
- Cell towers
- Irrigation and drain ditches and districts
- Levy all RSID, Schools and other jurisdictional boundaries
- Shelters, pharmacy "outlets" for emergencies
- AVL application data maintenance (for Sheriff's station at 9-1-1 Center)
- Provide updated wall maps to 9-1-1 Center whenever changes are made to response areas/boundaries of any public safety agency that serves COUNTY
- Coordinated MSAG maintenance with 9-1-1 Manager
- Reconciling phone customer data bases with address points and MSAG
- Attribute analysis for data validation, verification using GIS as well as relational database tools and techniques,
- FDID; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties
- Fire Station Response Zones; COUNTY will maintain this layer for ¼ mile buffer outside approximate CITY limits boundary and surrounding counties
- LAW-ORI; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties
- Police Beats; COUNTY will maintain this layer outside approximate CITY limits boundary and surrounding counties

4. CITY shall provide COUNTY with the following GIS data and services along with associated Metadata if applicable:
    - FDID; CITY will maintain this layer inside approximate CITY limits boundary
    - City Fire Station Response Zones; CITY will maintain this layer inside ¼ mile buffer outside approximate CITY limits boundary
    - LAW-ORI; CITY will maintain this layer inside approximate CITY limits boundary
    - Police Beats; CITY will maintain this layer inside approximate CITY limits boundary

5. Authorized Representatives. The parties appoint the following authorized representatives to receive notices and to provide direct communication between the parties:

For CITY:

GIS Coordinator, City of Billings
City of Billings
210 N. 27th Street
Billings, MT 59101

For COUNTY:

Yellowstone County GIS Manager
217 N. 27th Street
Billings, MT 59101

6. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between CITY and COUNTY. Neither CITY nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other part harmless against any claims arising from the acts, errors or omissions of its employees or agents.

7. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.

8. Entire Agreement and Revocation of Prior Agreements. This Agreement embodies the entire understanding between CITY and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both governing bodies.

The parties hereby state and represent that the Memorandum of Understanding dated August 16, 2000 between the CITY and COUNTY (non-inclusive of same MOU between MDOR and COUNTY) is hereby rescinded and revoked upon execution of this Agreement.

9. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of this Agreement.

10. Services Delineated between CITY and COUNTY. CITY and COUNTY will manage respectively their own GIS software and hardware upgrades, and purchases of any other computer equipment necessary for an integrated GIS system.

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Passed and Adopted on the 15th day of March 2018.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chairman

Robyn Driscoll, Member

Denis Pitman, Member

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

CITY OF BILLINGS, MONTANA

Bruce McCandless, City Administrator

CITY OF BILLINGS · YELLOWSTONE COUNTY, MONTANA · SEAL

Attest:

Denise R. Bohlman
City of Billings Clerk

City Council Regular

Date:	10/14/2024
Title:	Amendment to MOU With Yellowstone County for Annual Renewal of Public Safety Software Licenses
Presented by:	David Watterson, IT Director
Department:	Information Technology
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the First Amendment to the Memorandum of Understanding (MOU) with Yellowstone County for the sharing of costs related to the annual renewal of the Software Support Agreement from Tyler Technologies for our Public Safety Software.

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

The City of Billings and Yellowstone County have collaborated and shared in the cost of Public Safety Software expenses from Tyler Technologies (formally New World Systems) for over 20+ years. In October 2023, City Council approved a new 1 year renewable software agreement with Tyler Technologies for the on-going service and support of our Public Safety Software. City Council and Yellowstone County Commissioners also approved an MOU indicating that Yellowstone County agreed to make payment on their share of the Tyler invoice for renewal of the software. The MOU with Yellowstone County agreeing to share in the cost was limited to 1 year, however, the agreement with Tyler Technologies was written for 1 year with the option to auto-renew at the current rates if neither party canceled the agreement within 90 days of the renewal. The First Amendment to this MOU adjusts the original MOU to also auto-renew at the current rates for up to 3 years. In addition, the First Amendment also includes wording that allows the City of Billings and/or Yellowstone County to terminate the MOU in writing at least 90 days in advance of the Tyler Technologies October 31st annual renewal. Essentially, the amendment to the MOU aligns the agreement with Yellowstone County to the Tyler Technologies agreement approved by City Council last year.

ALTERNATIVES

City Council may:

- Approve the First Amendment to the Memorandum of Understanding with Yellowstone County or,
- Not Approve

FISCAL EFFECTS

The Tyler Technologies Annual Renewal 1-year support costs with the City of Billings is $254,665. This represents an increase from last year of $29,468, of which, $15,026 is the result of additional modules & licenses purchased and $14,443 is a 6.3% increase in support rates. The First Amendment to the MOU with Yellowstone County confirms their commitment to pay the City of Billings a total of $63,650 for their portion of the 1-year Software Agreement renewal with Tyler Technologies. The City of Billings will be responsible for the remaining $191,115 ($102,006 Police, $52,074 Fire, & $37,035 9-1-1).

Attachments

Amendment to MOU w/Yellowstone County
Original MOU W/YC Oct 2023
Tyler Tech - 1 Yr Renewable Agreement

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Tyler Technologies, Inc. - Public Safety Software & Support

This First Amendment (Amendment) to Memorandum of Understanding (MOU) is entered into between Yellowstone County ("County") and the City of Billings ("City") (collectively "the Parties").

The Parties entered into an MOU on November 15, 2023 in regard to their cooperative use, maintenance and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement ("Support Agreement"). The Parties now amend the terms of the MOU as set forth below.

Sections 2, 3, and 4 of the MOU are hereby amended and restated in their entirety and shall hereafter be and read as follows:

2. Purpose

The Parties wish to continue to work cooperatively on the use, maintenance, and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement ("Support Agreement") which has been executed by the City for the on-going maintenance and support of the software. This Support Agreement automatically renews annually on October 31 at the then current rates of Tyler Technologies and with responsibility for costs apportioned between the Parties as provided in Sections 3 and 4 below.

3. Effective Date

This MOU is effective upon written approval by both the City and the County and shall remain in effect for the initial one (1) year term of the Support Agreement. Each Party shall have the option to renew this agreement, on an annual basis, for up to five (5) extensions of one (1) year each. Upon indication by each Party of an intent to renew the agreement, the MOU will be extended for one (1) year. Notice of the intent to exercise such option must be provided by each Party to the other at least one hundred and twenty (120) days prior to the October 31 annual renewal date of the Support Agreement or the extension period.

4. Responsibilities

The City has an existing Master Agreement with Tyler Technologies, Inc. (previously New World Systems) for the core application software used by both the City and the County. The City has signed a one (1) year Support Agreement with Tyler Software as set forth above that covers maintenance and support services for the Tyler Software product in use by the Parties and with an effective date of November 1, 2023. The County agrees to pay the City the pre-determined portion of the cost of the Support Agreement,

including annual increases at the then current rates of Tyler Technologies, as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Upon receiving an invoice from Tyler Technologies Inc. the City will bill the County for their portion of the costs. The County agrees to pay the City within thirty (30) days of receipt of the bill.

This Amendment embodies the entire agreement between the Parties with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this Amendment shall control and govern.

Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

The undersigned agree to the terms of the First Amendment to the Memorandum of Understanding.

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

Signed this _____.

CITY OF BILLINGS, MONTANA

By _____
WILLIAM COLE, MAYOR

Signed this _____

BOARD OF COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
JOHN OSTLUND, CHAIRMAN

By _____
DONALD JONES, MEMBER

By _____
MARK MORSE, MEMBER

DocuSign Envelope ID: 3152C413-693E-42AD-A65C-439560590ADD

MEMORANDUM OF UNDERSTANDING (MOU)

Tyler Technologies, Inc. - Public Safety Software & 1 Year Support Amendment

1. Parties

This Memorandum of Understanding (MOU) is made between Yellowstone County ("County") and the City of Billings ("City") (collectively "the Parties") as public entities in recognition of the benefits of intergovernmental cooperation to better serve the collective interests of both and the public which they each serve.

2. Purpose

The Parties wish to continue to work cooperatively on the use, maintenance, and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement ("Support Agreement") to be executed by the City for the on-going maintenance and support of the software.

3. Effective Date

This MOU is effective upon written approval by both the City and the County and shall remain in effect for the one (1) year term of the Support Agreement. Thereafter a new MOU may be negotiated between the Parties.

4. Responsibilities

The City has an existing Master Agreement with Tyler Technologies, Inc. (previously New World Systems) for the core application software used by both the City and the County. The City will sign a one (1) year Support Agreement with Tyler Software as set forth above that covers maintenance and support services for the Tyler Software product in use by the Parties and with an effective date of November 1, 2023. The County agrees to pay the City the pre-determined portion of the cost of the Support Agreement as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Upon receiving an invoice from Tyler Technologies, Inc. the City will bill the County for their portion of the costs. The County agrees to pay the City within thirty (30) days of receipt of the bill.

5. Contacts

City of Billings: David Watterson, Information Technology Director: (406) 657-8330

Yellowstone County: Michael Linder, Sheriff: (406) 256-2929

6. Modifications and Amendments

Any amendment or modification of this MOU or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this MOU.

DocuSign Envelope ID: 3152C413-693E-42AD-A65C-439560590ADD

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

Signed this 11/15/2023.

CITY OF BILLINGS, MONTANA

DocuSigned by:
By William A. Cole
2CA11D5423334EE...
WILLIAM A. COLE, MAYOR

Signed this 24th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By
JOHN OSTLUND, CHAIRMAN

By
DONALD JONES, MEMBER

By
MARK MORSE, MEMBER

Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Billings, MT ("Client").

WHEREAS, Tyler and Client are parties to a Software License and Subscription agreement dated July 8, 2013 ("Agreement") under which Client licensed the software itemized therein; and

WHEREAS, Tyler and Client desire to update the maintenance and support services terms and reset the maintenance and support fees.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The term, as set forth in Exhibit C, the Standard Software Subscription Agreement (SSSA) of the Agreement, is hereby amended to commence on November 1, 2023 for a period of one (1) year. Thereafter, the term shall automatically renew for additional one (1) year terms, at our then current rates.

2. The software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.

3. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.

4. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

5. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 10/26/23

City of Billings, MT

By: _____

Name: _____

Title: _____

Date: _____



Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on November 1, 2023 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year term unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software are hereby reset, and shall be invoiced in advance of November 1, 2023, in the amount of $225,197. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 a) provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

   b) emergency 24-hour per day telephone support, for Enterprise Public Safety CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Enterprise Public Safety CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services; and

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and

enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you; and
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided as Schedule A to Exhibit 1.



Exhibit 1
Schedule A
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

City Council Regular

Date:	10/14/2024
Title:	Tyler Technologies - 1 Year Contract for Public Safety Software Licenses & Support
Presented by:	David Watterson, IT Director
Department:	Information Technology
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the approval of the renewal of Tyler Technologies 1-Year agreement for the licensing and support of our Public Safety Software Systems in the amount of $254,665.

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

The City of Billings and Yellowstone County have collaborated and shared in the cost of the Tyler Technologies (formally New World Systems) Public Safety Software for over 20 years. The Public Safety Software includes many critical modules including 9-1-1 Dispatch, Police/Fire/Sheriff Mobile, Police/Fire/Sheriff Records, Jail, Field Reporting, and more.

In October of 2023, the City of Billings signed a 1-Year annually renewable Software Support Agreement with Tyler Technologies for continued service and support. At the same time, the City of Billings signed an MOU with Yellowstone County showing their commitment to share in their portion of the total annual software service and support costs. In October 2024,Yellowstone County signed an addendum to the original MOU indicating they approve the increases in their portion of the Tyler Technologies annual renewal. This addendum to the MOU with Yellowstone County is also on tonight's consent agenda for your approval. We are bringing this memo before you to request City Council's approval for the increased cost for this year's Software Agreement renewal.

ALTERNATIVES

City Council may:

- Approve; the 1-Year renewal of the Tyler Technologies Software Support Agreement or,
- Not Approve

FISCAL EFFECTS

The total cost of the renewal of the 1-Year Software Support Agreement with Tyler Technologies is $254,665 which represents an increase of $ 29,468, of which, $ 15,026 is the result of additional modules & licenses purchased since last October and $14,443 which represents a 6.3% increase in support rates. Yellowstone County has agreed through a MOU to pay $63,650 for their portion of the 1-Year renewal with the remaining balance being paid by city departments ($102,006 Police, $52,074 Fire, & $37,035 9-1-1)

Attachments

Tyler Tech - 2024 1 YR Renewal Invoice
MOU w/YC - Tyler Software 1 Yr Agreement
Tyler Tech - 1 Yr Renewal Cost Sharing Breakdown
Tyler Tech - 2023 1 Yr Support Agreement

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-150013	10/01/2024	1 of 3

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: CITY OF BILLINGS POLICE DEPARTMENT
PO BOX 1178
BILLINGS, MT 59103-1178

Ship To: CITY OF BILLINGS POLICE DEPARTMENT
PO BOX 1178
BILLINGS, MT 59103-1178

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49811 - 18300 - 18300	32816		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Billings, MT				
01/Apr/2021	Drivers License Mag Stripe Reader/Barcode Reader Interface - Maintenance Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	67	22.26	1,491.42
01/Jul/2021	CAD to CAD Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	4,452.00	4,452.00
01/Nov/2021	Mobility Hosting Fee Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	3,180.00	3,180.00
01/Nov/2021	Enterprise Fire Field Mobile with Advanced Mapping (CrewForce) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	25	105.75	2,643.75
01/Mar/2022	LE Accident Field Reporting (1 form) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	82	66.78	5,475.96
01/Mar/2022	LE Dispatch/Messaging/State/NCIC Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	220	89.04	19,588.80
01/Nov/2021	Performance Dashboard Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	0.00	0.00
01/May/2022	LE Field Reporting (Federal Standard) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	111	89.04	9,883.44
01/Dec/2022	Enterprise Law Enforcement Field Mobile with Advanced Mapping (ShieldForce) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	3	105.65	316.95
01/Jun/2023	In-Car Mapping / AVL Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	38	33.39	1,268.82
01/Jan/2024	Encoder Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	3,116.40	3,116.40
01/Jan/2024	CAD CFS (xml) Export Interface Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	6,232.80	6,232.80
01/Nov/2022	Career Criminal Registry (parolee, sex offender) Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,671.20	2,671.20
01/Nov/2022	MSP Multi-Jurisdictional Law Enforcement Records Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	18,805.46	18,805.46
01/Nov/2022	MSP Fire Records Software Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	12,910.80	12,910.80
01/Nov/2022	Law Enforcement Records Management Data Mart/Includes 3-4 users Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	1	2,226.00	2,226.00
01/Nov/2022	Fire Records Management Data Mart Cycle: Start: 01/Nov/2024, End: 31/Oct/2025	2	667.80	1,335.60
01/Nov/2022	Fire Dispatch/Messaging	11	89.04	979.44

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-150013	10/01/2024	2 of 3

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To CITY OF BILLINGS POLICE DEPARTMENT
PO BOX 1178
BILLINGS, MT 59103-1178

Ship To CITY OF BILLINGS POLICE DEPARTMENT
PO BOX 1178
BILLINGS, MT 59103-1178

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49811 - 18300 - 18300	32816		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	CAD Data Mart/Includes 3-4 users	1	2,226.00	2,226.00
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Web CAD Monitor	1	6,678.00	6,678.00
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Data Analysis/Management Reporting (FRMS)	1	4,006.80	4,006.80
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Data Analysis/Crime Mapping/Management Reporting (LERMS)	1	5,565.00	5,565.00
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	NCIC Interface	1	13,801.20	13,801.20
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Equipment Tracking	1	4,006.80	4,006.80
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Pre-Arrival Questionnaire Interface	1	3,116.40	3,116.40
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Gun Permits and Registrations	1	2,671.20	2,671.20
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Field Investigations	1	2,671.20	2,671.20
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	CAD AVL	1	2,893.80	2,893.80
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	CAD NCIC Interface	1	6,678.00	6,678.00
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Corrections Management Data Mart	2	667.80	1,335.60
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	State Corrections Reporting	1	5,787.60	5,787.60
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Public Safety Lineups/Mug Shots	1	667.80	667.80
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Livescan Interface	1	3,116.40	3,116.40
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Case Management	1	2,671.20	2,671.20
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	MSP Corrections Management Software	1	16,249.80	16,249.80
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	NFIRS 5.0 Electronic Reporting	1	5,787.60	5,787.60
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-150013	10/01/2024	3 of 3

Questions:
Tyler Technologies- Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: CITY OF BILLINGS POLICE DEPARTMENT
PO BOX 1178
BILLINGS, MT 59103-1178

Ship To: CITY OF BILLINGS POLICE DEPARTMENT
PO BOX 1178
BILLINGS, MT 59103-1178

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49811 - 18300 - 18300	32816		USD	NET30	10/31/2024

Contract Date	Description	Units	Rate	Extended Price
01/Nov/2022	E-911 Interface	1	3,116.40	3,116.40
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Enterprise CAD Combined LE/Fire/EMS	1	31,497.90	31,497.90
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Data Analysis/Management Reporting	1	3,116.40	3,116.40
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Enterprise Law Enforcement Mobile Server Software	1	21,147.00	21,147.00
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Nov/2022	Activity Reporting and Scheduling	1	2,671.20	2,671.20
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Mar/2024	LE Field Reporting (Federal Standard)	17	89.04	1,513.68
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Jun/2023	Hosting Fee	1	1,273.39	1,273.39
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			
01/Jun/2023	LIC: REF License - MDC or TABLET	22	173.65	3,820.30
	Cycle: Start: 01/Nov/2024, End: 31/Oct/2025			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	254,665.51
Sales Tax	$0.00
Invoice Total	254,665.51

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

Tyler Technologies, Inc. - Public Safety Software & Support

This First Amendment (Amendment) to Memorandum of Understanding (MOU) is entered into between Yellowstone County ("County") and the City of Billings ("City") (collectively "the Parties").

The Parties entered into an MOU on November 15, 2023 in regard to their cooperative use, maintenance and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement ("Support Agreement"). The Parties now amend the terms of the MOU as set forth below.

Sections 2, 3, and 4 of the MOU are hereby amended and restated in their entirety and shall hereafter be and read as follows:

2. Purpose

The Parties wish to continue to work cooperatively on the use, maintenance, and renewal of the Tyler Technologies, Inc. - Public Safety Software (previously known as the New World MSP Software), including in particular a one (1) year Maintenance and Support Agreement ("Support Agreement") which has been executed by the City for the on-going maintenance and support of the software. This Support Agreement automatically renews annually on October 31 at the then current rates of Tyler Technologies and with responsibility for costs apportioned between the Parties as provided in Sections 3 and 4 below.

3. Effective Date

This MOU is effective upon written approval by both the City and the County and shall remain in effect for the initial one (1) year term of the Support Agreement. Each Party shall have the option to renew this agreement, on an annual basis, for up to five (5) extensions of one (1) year each. Upon indication by each Party of an intent to renew the agreement, the MOU will be extended for one (1) year. Notice of the intent to exercise such option must be provided by each Party to the other at least one hundred and twenty (120) days prior to the October 31 annual renewal date of the Support Agreement or the extension period.

4. Responsibilities

The City has an existing Master Agreement with Tyler Technologies, Inc. (previously New World Systems) for the core application software used by both the City and the County. The City has signed a one (1) year Support Agreement with Tyler Software as set forth above that covers maintenance and support services for the Tyler Software product in use by the Parties and with an effective date of November 1, 2023. The County agrees to pay the City the pre-determined portion of the cost of the Support Agreement,

including annual increases at the then current rates of Tyler Technologies, as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Upon receiving an invoice from Tyler Technologies Inc. the City will bill the County for their portion of the costs. The County agrees to pay the City within thirty (30) days of receipt of the bill.

This Amendment embodies the entire agreement between the Parties with respect to the amendment of the MOU. In the event of any conflict or inconsistency between the provisions of the MOU and this Amendment, the provisions of this Amendment shall control and govern.

Except as specifically modified and amended herein, all of the terms, provisions, requirements, and specifications contained in the MOU remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the MOU, the purpose of this Amendment being to amend and ratify the MOU, as hereby amended and ratified, and to confirm and carry forward the MOU, as hereby amended, in full force and effect.

The undersigned agree to the terms of the First Amendment to the Memorandum of Understanding.

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

Signed this _____.

CITY OF BILLINGS, MONTANA

By _____
WILLIAM COLE, MAYOR

Signed this _____

BOARD OF COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

By _____
JOHN OSTLUND, CHAIRMAN

By _____
DONALD JONES, MEMBER

By _____
MARK MORSE, MEMBER

Tyler Technology - LERMS Annual Software License Renewal

9/27/2024

	Last Year's Maint	FY25 Maintenance	Annual Increase	Police	Fire	911/Comm	YC Sheriff	YC Jail
CAD								
Enterprise CAD Combined LE/Fire/EMS (25% each)	$29,715	$31,498	$1,783	$7,874	$7,874	$7,874	$7,874	
CAD AVL	$2,730	$2,894	$164			$2,894		
Web CAD Monitor	$6,300	$6,678	$378			$6,678		
CAD to CAD Interface	$4,200	$4,452	$252			$4,452		
E-911 Interface	$2,940	$3,116	$176			$3,116		
CAD NCIC Interface	$6,300	$6,678	$378			$6,678		
Pre-Arrival Questionnaire Interface	$2,940	$3,116	$176			$3,116		
CAD Data Mart / Includes 3-4 users	$2,100	$2,226	$126			$2,226		
LERMS								
MSP Multi-Jurisdictional Law Enforcement Records (PD 80% - Sheriff 20%)	$17,741	$18,805	$1,064	$15,044			$3,761	
Activity Reporting and Scheduling (PD 80% - Sheriff 20%)	$2,520	$2,671	$151	$2,137			$534	
Career Criminal Registry (parolee, sex offender) (Sheriff - 100%)	$2,520	$2,671	$151				$2,671	
Case Management (PD 80% - Sheriff 20%)	$2,520	$2,671	$151	$2,137			$534	
Data Analysis/Crime Mapping/Management Reporting (LERMS) (PD 80% - Sheriff 20%)	$5,250	$5,565	$315	$4,452			$1,113	
Field Investigations (PD 80% - Sheriff 20%)	$2,520	$2,671	$151	$2,137			$534	
Gun Permits and Registrations (Sheriff - 100%)	$2,520	$2,671	$151				$2,671	
NCIC Interface (PD 80% - Sheriff 20%)	$13,020	$13,801	$781	$11,041			$2,760	
Law Enforcement Records Management Data Mart / Includes 3-4 users (PD 80% - Sheriff 20%)	$2,100	$2,226	$126	$1,781			$445	
Fire Records								
MSP Fire Records Software	$12,180	$12,911	$731		$12,911			
NFIRS 5.0 Electronic Reporting	$5,460	$5,788	$328		$5,788			
Data Analysis/Management Reporting (FRMS)	$3,780	$4,007	$227		$4,007			
Equipment Tracking and Maintenance	$3,780	$4,007	$227		$4,007			
Fire Records Management Data Mart / Includes 2 users	$1,260	$1,336	$76		$1,336			
Encoder Interface (WestNet Toning Software) (New Module)	$0	$3,116	$3,116		$3,116			
CAD CFS (xml) Export Interface (used for Image Trend & First Due) (New Module)	$0	$6,233	$6,233		$6,233			
Hosting Fee (Brazos) (New Module)	$0	$1,273	$1,273	$1,273				
LIC: REF License - MDC or TABLET - 22 Users (Brazos) (New Module)	$0	$3,820	$3,820	$3,820				
Corrections								
MSP Corrections Management Software	$15,330	$16,250	$920					$16,250
State Corrections Reporting	$5,460	$5,788	$328					$5,788
Data Analysis/Management Reporting	$2,940	$3,116	$176					$3,116
Livescan Interface	$2,940	$3,116	$176					$3,116
Public Safety Lineups/Mug Shots	$630	$668	$38					$668
Corrections Management Data Mart / Includes 2 users	$1,260	$1,336	$76					$1,336
Mobile								
Enterprise Law Enforcement Mobile Server Software	$19,950	$21,147	$1,197	$16,918			$4,229	
Fire Dispatch/Messaging [11]	$924	$979	$55		$979			
Drivers License Mag Stripe Reader/Barcode Reader Interface [67] (Police 100%)	$1,407	$1,491	$84	$1,491				
In-Car Mapping / AVL [38] (PD 80% - Sheriff 20%)	$1,197	$1,269	$72	$1,015			$254	
LE Dispatch/Messaging/State/NCIC [220] (PD 80% - Sheriff 20%)	$18,480	$19,589	$1,109	$15,671			$3,918	
LE Field Reporting (Federal Standard) [111] (PD 80% - Sheriff 20%)	$9,324	$9,883	$559	$7,907			$1,977	
LE Field Reporting (Federal Standard) [17] (Police Detectives 100%)		$1,514	$1,514	$1,514				
LE Accident Field Reporting (1 form) [82] (Police - 100%)	$5,166	$5,476	$310	$5,476				
Enterprise Law Enforcement Field Mobile with Advanced Mapping [3] (ShieldForce)	$299	$317	$18	$317				
Enterprise Fire Field Mobile with Advanced Mapping [25] (CrewForce)	$2,494	$2,644	$150		$2,644			
Mobility Hosting Fee (Fire 100%)	$3,000	$3,180	$180		$3,180			
TOTAL	**$225,197**	$254,665	$29,468	$102,006	$52,074	$37,035	$33,277	$30,274
		% of Total:		40%	20%	15%	13%	12%
Last Year's Cost:	**$225,197**	**$254,665**	$29,468	$102,006	$52,074	$37,035	$33,277	$30,274
Total:								
							YC Total:	$63,550
Total Cost Increase Breakdown:							City Total:	$191,115
New Modules			$14,443					
Increased Annual Rates			$15,026					

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Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Billings, MT ("Client").

WHEREAS, Tyler and Client are parties to a Software License and Subscription agreement dated July 8, 2013 ("Agreement") under which Client licensed the software itemized therein; and

WHEREAS, Tyler and Client desire to update the maintenance and support services terms and reset the maintenance and support fees.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The term, as set forth in Exhibit C, the Standard Software Subscription Agreement (SSSA) of the Agreement, is hereby amended to commence on November 1, 2023 for a period of one (1) year. Thereafter, the term shall automatically renew for additional one (1) year terms, at our then current rates.

2. The software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.

3. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.

4. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.

5. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 10/26/23

City of Billings, MT

DocuSigned by:

By: William A. Cole
2CA11D5423334EE...

Name: William A. Cole

Title: Mayor

Date: 11/18/2023

DocuSign Envelope ID: ABB01C71-3606-42C9-8235-E8C417DCD7A0

Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on November 1, 2023 and remains in effect for one (1) year. The term will renew automatically for additional one (1) year term unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software are hereby reset, and shall be invoiced in advance of November 1, 2023, in the amount of $225,197. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 a) provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

   b) emergency 24-hour per day telephone support, for Enterprise Public Safety CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Enterprise Public Safety CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services; and

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and

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enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you; and
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided as Schedule A to Exhibit 1.

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Exhibit 1
Schedule A
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

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The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

City Council Regular

Date:	10/14/2024
Title:	W.O. 25-01, Contract 2: 2025 Sewer Main Replacement Project
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Template Contract
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council award a professional engineering service contract for design and construction administration of W.O. 25-01, Contract 2: 2025 Sewer Main Replacement Project, to Morrison-Maierle in the amount of $697,385.

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

The City replaces and upgrades its sanitary sewer utilities as part of an annual maintenance program. This project will replace approximately 12,450 feet of existing sanitary sewer. The sewer mains being replaced with this project were selected based on age, video inspection condition assessment, root intrusion history, and sewer back up history. This project will replace sanitary sewer mains that were installed between 1907 and 1953 and are made of clay tile. These sewer mains exhibit broken and cracked pipe and many sections need yearly root intrusion removal and maintenance. The sewer mains to be replaced or rehabilitated are in two primary geographical areas. The first area is near South Park where 4150 feet of 15-inch to 22-inch diameter sewer trunk main will be replaced or rehabilitated. The second area is west of Highlands Golf Club, generally bound by 10th and 14th Streets West and O'Malley and Delphinium Drives, where 8300 feet of 8-inch and 10-inch diameter sewer mains will be replaced.

Morrison-Maierle was selected for the project based on City staff review of three project proposals submitted by prequalified firms that have considerable experience and capacity in sewer replacement and rehabilitation design using the request for proposal process (RFP). Two other proposals were received from Sanderson Stewart and DOWL. The consultant selection was based on Project Team and Availability; Project Approach; and Firm Qualifications and Experience as related to the project needs.

ALTERNATIVES

City Council may:

- Approve awarding the Professional Engineering Services Contract to Morrison-Maierle, or
- Not approve awarding the Professional Engineering Services contract to Morrison-Maierle. If the project is not awarded, the City's sanitary sewer collection system in these areas will continue to be unreliable and may experience ongoing maintenance problems, back-ups, and expenses.

FISCAL EFFECTS

The project was budgeted in FY25 using Sewer Funds in the amount of $5,800,000. There are adequate funds to award the contract. The remaining budget will be used for construction and subsequent sewer rehabilitation projects.

Attachments

W.O. 25-01 Contract

Contract for Professional Architectural and Engineering Services

Project: City of Billings W.O. 25-01: Contract 2 – 2025 Sewer Main Replacement

In consideration of the mutual promises herein, the City of Billings and Morrison-Maierle, Inc. 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 11 pages (Basic Services of Contractor);

Appendix B consisting of 2 pages (Methods and Times of Payment);

Appendix C consisting of 1 pages (Additional Services of Contractor);

Appendix D consisting of 4 pages (Schedule of Professional Fees);

Appendix E consisting of 1 pages (Project Schedule);

Appendix F consisting of 31 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. “Engineer” and/or "Contractor" means Morrison-Maierle, Inc.
D. In Appendix A, Contractor is referring to the construction contractor.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendix A, which is attached hereto and incorporated in this Section by reference.

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

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 March 1, 2026. The parties may extend this agreement, by mutual concurrence, for up to three months, 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.

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

Section 7. Insurance.

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

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

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

Section 8. Assignments.

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

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

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

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

Section 10. Notices.

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

Billings: City Engineer (Mac Fogelsong, PE)
City of Billings
Public Works Department
2224 Montana Avenue
Billings, Montana 59101 FAX: (406) 237-6291 / PHONE: (406) 657-8232

Contractor: Morrison-Maierle, Inc.
Jill Cook, PE
315 North 25th Street, Suite 102
Billings, Montana 59101 PHONE: (406) 656-6000

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

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

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

Section 13. Financial Management System.

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

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

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

PART II
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent Contractor of Billings. Billings may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Billings shall not supervise or direct the Contractor other than 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 discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees

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

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: President or Vice President
(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.

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.

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

Section 10. Inspection and Retention of Records.

The Contractor shall, at any time during normal business hours and as often as Billings may deem necessary, make available to Billings, for examination, all of its records with respect to all matters covered by this Contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Billings, in such

form and at such times as Billings may reasonably require. The Contractor shall permit Billings to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. Billings may, at its option, permit the Contractor to submit its records to Billings in lieu of the retention requirements of this Section.

Section 11. Availability of Funds.

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

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

CITY OF BILLINGS, MONTANA

_____

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

Morrison-Maierle, Inc.
BUSINESS NAME

_____

SIGNATURE

Jill Cook, P.E.
PRINT NAME

Vice President
PRINT TITLE

Appendix A

Basic Services of Engineer
City of Billings W.O. 25-01: Contract 2 – 2025 Sewer Main Replacement

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. 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 Kurtis DeShaw, P.E. working under the Principal-in-Charge, Jill Cook, P.E.

Section 2. Billings Rights and Duties.

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

B. Name a Task Director who shall be the liaison between the Engineer and Billings. For this project, the Task Director designated is Travis Harris, P.E.

Section 3. Scope of Work.

The Engineer shall perform the work outlined in this agreement, including the completion of design and construction engineering phase services for W.O. 25-01: Contract 2 – 2025 Sewer Main Replacement. Design and construction work includes approximately 12,700 linear feet (LF) of sanitary sewer main replacement or cured-in-place-pipe (CIPP) lining as further described as follows:

- Approximately 4,150 LF of cured-in-place-pipe (CIPP) lining of the existing sewer main located generally between State Ave and South 26th Street and 9th Ave South and 5th Ave South. Should this section require open-cut replacement of more than 50 LF, an amendment will be requested for this additional work.

- Approximately 8,550 LF of sewer main replacement by open-cut or CIPP lining in the area located generally west of Hilands Golf Club and South of the BBWA Canal.

The scope of work is summarized below:

TASK 000 - PROJECT MANAGEMENT

Project management for the design and construction phases will include all project coordination between the City and the consultant team members. This management task includes communicating ideas, questions, and issues to ensure the design encompasses the input from the project personnel for both the City and Morrison-Maierle. Project management also involves a project kickoff meeting and the effort necessary to control the project's quality, schedule, and budget.

TASK 030 – SURVEY

Design phase survey services will consist of the following:

- Establish horizontal and vertical control for the project areas. The horizontal and vertical datums for this project shall be approved by the City.
- Utility locates will be requested using the One-Call service.
- The plans will show owner addresses and lot lines based on a limited property corner search and supplemented with the City GIS information. Where the existing sewer main is located on private property, it is assumed that these areas will be CIPP lined.
- An unmanned aerial vehicle (UAV) will provide an aerial image. Features such as curbs, sidewalks, drive approaches, trees, etc., will be shown in the photo, and these features will not be drawn in.
- Design survey will be completed using a GPS for ground topography for the open cut portion of the project. Sanitary sewer services will be located based on the City provided CCTV videos.
- A simplified design survey will be completed using a GPS for the CIPP sections of the project. This shall include ground shots along the sewer centerline and utilities. A topographic survey of the two alleys with services will also be included. Utilities will only be picked up within 10' of the sewer main being rehabilitated. Should the planned CIPP section require open-cut replacement of more than 50 LF, an amendment for additional survey will be requested.
- Obtain approval from the Billings Airport for the UAV survey.
- No easement procurement is included in this scope.

Construction phase survey services will consist of the following:

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

TASK 039 – GEOTECHNICAL EVALUATION

Geotechnical engineering will be provided by a subconsultant and shall include field sampling, laboratory testing, and review of subsurface soils to determine appropriate pavement section design alternatives, sub-grade treatment, groundwater conditions, and foundations and backfill recommendations for utility installations. Recommendations for specific construction materials established in this review will be included in the project plans and specifications.

- Design geotechnical work will include up to 21 soil borings in the sewer replacement areas varying in depth from 10 to 15 feet in the planned open cut areas and 15 to 20 feet in the planned CIPP areas.

- Four of the bore logs will be converted to groundwater monitoring wells by the geotechnical subcontractor. The City will purchase and install Bluetooth monitoring devices for the wells.

The proposed geotechnical investigation specifically excludes the assessment of environmental characteristics, particularly those involving hazardous substances. A separate or concurrent environmental assessment may be appropriate prior to development. During the course of the performance of the geotechnical engineering services, hazardous materials may be discovered. The Engineer will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from pre-existing hazardous materials being encountered or present on the project site, or from the discovery of such hazardous materials.

Quality assurance density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to $40,000. Since actual geotechnical testing fees may vary based on the contractor's means and methods and changing soil conditions, the Engineer shall notify the City as construction progresses if an amendment will be required to cover additional QA expenses.

TASK 040 – DESIGN

The following work will be performed under this task:

- Design Considerations and Approach:
    - New sewer mains will be designed along the existing horizontal alignments and within the vertical constraints of existing upstream and downstream connection elevations, service depths, and minimum slopes. Pipeline sizes will match existing sizes based off GIS and record drawing information unless otherwise directed by the City. No hydraulic modeling, field flow metering, or other sizing studies are included in this scope.
    - Standard bypass pumping design by the contractor will be specified. In addition, a bypass pumping specification will be developed for the Southside interceptor.
    - To streamline design, the CIPP sections will be simplified to show only pertinent information in plan view (e.g. services, utilities). The existing sewer main will be shown in profile, but no other items will be shown in profile view.
    - All sewer services will only be shown in plan view.
    - Perform one review of City provided CCTV sewer videos for the project areas and evaluate condition of the existing mains, and the feasibility of open-cut and CIPP lining replacement methods. Also, evaluate whether sewer service connections should be replaced by open cut or reinstated within the CIPP-lined sewer where applicable. Services shall be added

based on video data. If additional efforts are required beyond one initial CCTV review, and amendment may be requested for these efforts.
    - All services that aren't capped will be added based on City provided CCTV.
    - Permit research will be coordinated with the City and performed by the City if lots are missing services.
    - If areas of sewer require more effort than a streamlined design approach or review process as previously defined, an amendment may be requested for these additional efforts.
- Review existing record drawings to verify the depths and locations of existing utilities. Perform manhole measure-downs for the planned sanitary sewer main replacement and CIPP lining areas.
- Perform valve and manhole measure-downs to verify depths of existing water and storm drain mains where this information is not available on record drawings, or to verify depths where there is minimal clearance at utility crossings.
- Hold a meeting with City staff to confirm areas to be rehabilitated using CIPP and which to use open cut replacement.
- Review existing leaking underground storage tanks (LUST) and superfund sites in the project areas from the MDEQ database and include requirements in the project specifications for open-cut excavation through potentially contaminated soil and groundwater areas.
- Coordinate with permitting agencies, including the Montana Department of Environmental Quality (MDEQ), Montana Department of Transportation (MDT), and public/private utilities. It is assumed that encroachment permits will be required for bypass piping and CIPP lining across South 27th Street and State Avenue. No permitting fees are included in the scope of this project.
- Traffic control will be addressed with written specifications and referencing the traffic control drawings in the City of Billings Standard Modifications to MPWSS. No other traffic control plans will be prepared by the Engineer.
- Prepare preliminary plans. Deliverables will include preliminary plans at 50% complete for review by the City. An electronic file (PDF) and one (1) 11"x17" copy of the review set will be provided to the City for review. A PDF copy will also be sent to each utility company in the project areas. Engineer will follow up with the utilities to ensure they received the plans sent to them. Engineer will hold a meeting for utilities to attend to discuss potential conflicts, if any occur. Specific coordination will occur with MDU regarding potential gas main conflicts in the alley and with TDS regarding fiber installations both current and future.
- Hold a review meeting with City staff at 50% to discuss the project.
- Perform up to two field review(s) with City and other agencies, as required.
- Develop 90% plans, specifications, quantity summaries, and opinion of probable costs for final review by City staff. Engineer will meet with City staff to review 90% comments. One 11"x17" copy will be provided to the City, as well as an electronic file (PDF).
- Seal and sign all final plans, specifications, submitted calculations, and reports with the seal of the Montana licensed Professional Engineer in responsible charge of the work.

- Submit plans, specifications, design summary, certified checklist, and any required deviations for the water main replacement to MDEQ for review. The City will pay respective permitting fees directly. Coordinate with MDEQ on any follow-up comments/requirements.
- Prepare a letter and mail to property owners adjacent to the project areas. The property owner names and addresses will be provided by the City.
- Attend one public informational meeting during design.
- Potholing or other exploratory services may be required during design of this project. This scope includes up to $5,870 for potholing or exploratory services as required.

Bidding services will be provided as follows:

- Prepare 100% plans and specifications for bidding. This project will be planned to be bid in up to four schedules. Update the opinion of probable cost to be used for the bid opening.
- Provide bid advertisement text to City for publication. Submission of the advertisement to publications and the cost for advertising will be responsibility of the City.
- Distribution of plans and specifications will be done electronically using the City's Quest CDN service and through www.montanabid.com. No hard copies of the plans and specifications will be provided to the bidders. Two (2) 11"x17" copies will be provided to the City, as well as an electronic file (PDF).
- The plan holder's list will be maintained through Quest CDN.
- Answer prospective bidders' questions regarding the project.
- Schedule and hold a pre-bid conference with interested contractors and suppliers. Prepare agenda for the meeting.
- Prepare and distribute addenda as necessary.
- Attend bid opening, analyze bid proposals, publish a bid tabulation, and make recommendations on awarding a construction contract.

TASK 050 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare electronic copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take preconstruction photos or drone videos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide observation of construction for confirmation of general conformance with the drawings and specifications. Observation of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, sewer main, manhole, and service excavation, installation, and backfilling; CIPP work; subgrade preparation; gravel base course surface preparation; asphalt trench restoration; testing; and concrete pouring and finishing. It is understood that the contractor may have

more than one mainline and/or service crew, and possibly paving crews, working simultaneously. A single RPR will observe all crews. The RPR will attempt to prioritize observation of most critical items. Observation, however, is not exhaustive for each crew as the RPR divides time among crews. Each daily review shall be documented in a permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to the City as requested during construction. Engineer will notify the City as soon as practical of contract problems or deviation from approved plans.

- Coordinate and administer weekly progress meetings for a 180-calendar day conduction project to be attended by the Project Engineer.
- Coordinate with the public through the development and distribution of informational handouts once during construction.
- Prepare a weekly construction update email and project map showing work areas to include on the City's website or social media.
- This project is planned based on part time observation of a construction contract time of 150-calendar days. The Construction contract allows for two (2) construction crews to work concurrently for the duration of the project. This project is planned for one (1) RPR at eight (8) hours per working day for 150 calendar days. Additional time for the RPR includes 20 hours of preparation, pre-construction conference meeting, and contract review and 20 hours for punch list items.
- The project is planned for (1) RPR at two (2) hours per working day for 42 calendar days for part time observation of the CIPP portion of the project.
- Construction administration time includes project manager involvement up to 5 hours per week. If more time is required during construction, this will be communicated with the City's project manager. An amendment will be requested if construction administration time requires more than 5 hours per week for the project manager.
- Coordinate with geotechnical subcontractor to interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Engineer shall confirm that the Contractor has all needed permits to accomplish the construction.
- Review shop drawings, samples, equipment, bypass pumping plans, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor as described in the construction contract.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in the City's approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Prepare and recommend field orders and change orders when necessary due to conditions encountered during construction, or City requested changes. Work resulting in contract overage will be processed by approved change orders using the City's standard format.
- Review CCTV post construction videos after services are reinstated. This review is limited to one initial review plus one review of repaired areas. If the repairs require more than one review, an amendment will be requested to cover additional reviews.

TASK 060 – CLOSEOUT

Closeout services will be provided as follows:

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

Appendix B

Methods and Times of Payment
City of Billings W.O. 25-01: Contract 2 – 2025 Sewer Main Replacement

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.

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 as described in Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following total fee:

1.	Task 000 – Project Management	$35,918.00
2.	Task 030 – Survey	$64,954.00
3.	Task 039 – Geotechnical	$67,720.00
4.	Task 040 – Design	$209,574.00
5.	Task 050 – Construction Administration	$269,328.00
6.	Task 060 – Project Closeout	$34,051.00
7.	Task 088 – Quality Assurance	$15,840.00
	TOTAL	**$697,385.00**

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 project shall be paid for by a negotiated fee.

Section 3. Corrections.

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

Section 4. Fee Increases

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

Appendix C

Additional Services of Engineer
City of Billings W.O. 24-01: Contract 2 – 2024 Sewer Main Replacement

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

A. Additional Services are defined as requests made or conditions identified which are beyond the scope and intent of the services identified under Appendix A.

Appendix D

Schedule of Professional Fees
City of Billings W.O. 25-01: Contract 2 – 2025 Sewer Main Replacement

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.

Section 1. Professional Services.

Morrison Maierle
engineers · surveyors · planners · scientists

Standard Billing Rate Schedule
Effective Thru
December 31, 2024

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer V	$287.00	$287.00
	Supervising Engineer IV	$280.00	$280.00
	Supervising Engineer III	$257.00	$257.00
	Supervising Engineer II	$246.00	$246.00
	Supervising Engineer I	$233.00	$233.00
	Senior Engineer II	$216.00	$216.00
	Senior Engineer I	$197.00	$197.00
	Design Engineer II	$186.00	$186.00
	Design Engineer I	$172.00	$172.00
	Engineer Intern II	$142.00	$142.00
	Engineer Intern I	$125.00	$125.00
Planner	Supervising Senior Planner	$225.00	$225.00
	Senior Planner	$195.00	$195.00
	Planner III	$151.00	$151.00
	Planner II	$138.00	$138.00
	Planner I	$121.00	$121.00
Scientist	Supervising Environmental Scientist	$234.00	$234.00
	Environmental Scientist III	$186.00	$186.00
	Environmental Scientist II	$142.00	$142.00
	Environmental Scientist I	$121.00	$121.00
	Environmental Technician	$106.00	$106.00
	Supervising Geologist	$265.00	$265.00
	Senior Geologist	$222.00	$222.00
	Geologist III	$202.00	$202.00
	Geologist II	$164.00	$164.00
	Geologist I	$140.00	$140.00
Designer and Technician	Senior Communications Designer	$239.00	$239.00
	Communications Designer	$125.00	$125.00
	CAD Designer III	$164.00	$164.00
	CAD Designer II	$143.00	$143.00
	CAD Designer I	$133.00	$199.50
	CAD Tech III	$130.00	$195.00
	CAD Tech II	$111.00	$166.50
	CAD Tech I	$98.00	$147.00
	Senior Engineering Designer	$183.00	$183.00
	Engineering Designer	$125.00	$125.00
Resident Project Representative	Senior Resident Project Representative	$185.00	$185.00
	Resident Project Representative IV	$175.00	$175.00
	Resident Project Representative III	$166.00	$166.00
	Resident Project Representative II	$140.00	$210.00
	Resident Project Representative I	$126.00	$189.00
Administrative	Administrative Manager	$126.00	$126.00
	Administrative Coordinator III	$116.00	$116.00
	Administrative Coordinator II	$110.00	$165.00
	Administrative Coordinator I	$90.00	$135.00
	Project Coordinator III	$113.00	$113.00
	Project Coordinator II	$102.00	$153.00
	Project Coordinator I	$92.00	$138.00
	Technical Intern	$85.00	$127.50
	Senior Communication Specialist	$134.00	$134.00
	Graphic Designer	$106.00	$106.00
	Health & Safety Administrator	$140.00	$140.00
Survey	Senior Survey Manager	$226.00	$226.00
	Survey Manager	$176.00	$176.00
	Land Surveyor IV	$170.00	$170.00
	Land Surveyor III	$164.00	$164.00
	Land Surveyor II	$148.00	$148.00
	Land Surveyor I	$134.00	$134.00
	Remote Sensing Specialist II	$149.00	$149.00
	Remote Sensing Specialist I	$139.00	$139.00
	Survey Technician IV	$129.00	$129.00
	Survey Technician III	$114.00	$171.00
	Survey Technician II	$98.00	$147.00
	Survey Technician I	$84.00	$126.00
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

Morrison Maierle
engineers · surveyors · planners · scientists

Standard Billing Rate Schedule
Rates Effective Thru
December 31, 2024

EQUIPMENT RATES	
Company Vehicle: highway miles - Pickups	$1.060/mile
highway miles – Medium SUV	$.798/mile
highway miles - Small SUV	$.671/mile
highway miles - Sedan	$.737/mile
on-site mileage	$ .737/mile plus $5.00/hour
Private Vehicle	$.670/mile
ATV	$50.00/day
UTV	$100.00/day
Survey-Grade GNSS (1 Receiver)	$120.00/day
Survey-Grade GNSS (2 Receivers)	$30.00/hour, $240.00/day
Resource-Grade (GIS) GNSS Receivers	$65.00/day
Hovermap LiDAR Scanner	$50.00/hour, $400.00/day
Robotic Total Station	$30.00/hour, $240.00/day
Total Station	$80.00/day
Trimble SX10 Scanning Total Station	$40.00/hour, $300.00/day
Trimble SX12 Scanning Total Station	$40.00/hour, $300.00/day
FARO Focus 3D Laser Scanner	$50.00/hour, $400.00/day
Hydrolite – TM Echosounder Kit	$100.00/day
Raft-Hydro-Bathy Surveys	$100.00/day
sUAS Survey Drone	$50.00/hour, $400.00/day
Nuclear Density Meter	$15.00/hour, $50.00/day, $200.00/week
Airflow Balancing Hood	$75.00/day
Core Drill	$10.00/hole
Digital Level	$50.00/day
Hammer Drill	$30.00/day
HYDROLOGICAL EQUIPMENT	
Conductivity Meter	$15.00/day
Disposable Bailers	$10.00/each
Dissolved Oxygen Meter	$20.00/day
PH Meter	$15.00/day
PH/Temp/Conductivity Meter	$25.00/day
Water Sample Fee	$10.00/each
In Situ Level Troll 700	$63.00/day, $250.00/week
AquaCalc Pro	$60.00/day, $120.00/week
Marsh McBirney 2000 Flowmeter	$60.00/day, $120.00/week
Global Water FP 111 Flowmeter	$25.00/day, $75.00/week
Submersible Pump (Redi Flo 2)	$155.00/day
Water Level Meter, 300 Ft.	$25.00/day, $50.00/week
Water Level Meter, 500 Ft.	$35.00/day, $75.00/week
Oil/Water Interface Well Probe	$40.00/day, $120.00/week
Hach Flo-Dar (logger & sensor)	$400.00/week, $1,000.00/month
Rain Gauge Sensor	$15.00/week, $60.00/month
PRINTING EXPENSES	
Black & White Copies	$.10/8.5X11, $.13/8.5x14, $.20/11x17
Color Copies	$.20/8.5X11, $.20/8.5x14, $.40/11x17
Binding	$.25/each
Lamination	$1.00/each
Oversize Print Black & White	$5.00/each
Oversize Print Color	$6.00/each
Print & Basic Mount	$12.00/each
Print & Machine Mount	$20.00/each
Print, Machine & Laminate White Board	$32.00/each
MISCELLANEOUS EXPENSE	
Lodging	Current Rates
Meals	$54.00/day

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liabity insurance is included in the hourly rates of personnel.

Section 2. Materials and Other Direct Costs.

Materials and other direct costs will be invoiced at current rates, plus a ten percent (10%) handling fee. Included as direct costs are the following:

A. Approved Employee Meals, Lodging, Transportation

B. Premium Delivery Service (UPS, Federal Express, etc.)

C. Toll Communication Services (Telephone, Fax, etc.)

D. Supplies

E. Premiums for Special Insurance, Performance Bonds, etc.

F. Other Out-of-Pocket Expenses

G. Consultants

The cost of Professional Liability Insurance coverage is included in the hourly rates of personnel.

Appendix E

Project Schedule
City of Billings W.O. 25-01: Contract 2 – 2025 Sewer Main Replacement

Based on a notice to proceed by Billings date no later than September 9, 2024, the completion date for the Engineer's work through final design shall be:

1. Preliminary Engineering Services (50% Design): January 2025
2. Preliminary Engineering Services (90% Design): March 2025
3. Final Engineering Services (100% Design): April 2025
4. Above schedule assumes DEQ review will be completed within three (3) weeks of the 90% Design submittal.

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

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

Appendix F

Certificate(s) of Insurance
City of Billings W.O. 25-01: Contract 2 – 2025 Sewer Main Replacement

(Attach Certificate(s) of Insurance)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2024

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:	
Pearl Insurance 1200 E Glen Ave Peoria Heights, IL. 61611	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED Morrison-Maierle Inc. 1 Engineering Pl PO Box 6147 Helena, MT 59604-6147	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional - E&O & Pollution Incident Liability Written on a Claims-Made Basis	N	Y	AEH288366511	01/08/2024	01/08/2025	$5,000,000 per claim $5,000,000 aggregate $350,000 deductible	

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

The City of Billings, MT is granted, when agreed in a written contract with its client, 30-day NOC/60-day Notice of Reduction in Limits of Liability per form CNA83699XX. Professional Liability Waiver of Subrogation: Per written agreement to waive such rights prior to a claim or circumstance.

Project Type: 2025 Sewer Main Replacement
Project Number: WO 25-01

CERTIFICATE HOLDER

City of Billings
Public Works Dept
2224 Montana Ave
Billings, MT 59101

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

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NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

(1) thirty (30) days' notice; or

(2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

(1) sixty (60) days' notice; or

(2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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City Council Regular

Date:	10/14/2024
Title:	Acceptance of Multiple Donations to the Billings Police Department Totaling $9,500
Presented by:	Jamie Wegner
Department:	Police
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council accept multiple donations totaling $9,500.

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

Council policy requires that any donation greater than $500 must be approved by the City Council.

1. The Breakfast Flakes wishes to donate $9,000 to the Billings Police Department SRO's to purchase fatal vision goggles.
2. The Bet Casino is donating $500 to be used at the Police Departments' discretion.

ALTERNATIVES

City Council may:

- Approve donations to the Billings Police Department totaling $9,500;
- Disapprove donations to the Billings Police Department totaling $9,500 and provide further direction to staff.

FISCAL EFFECTS

There is no impact to the General Fund.

City Council Regular

Date:	10/14/2024
Title:	Preliminary plat extension request for Trails West Subdivision, 6th Filing
Presented by:	David Green
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-19-00167

RECOMMENDATION

Staff recommends the City Council approve the preliminary plat extension request for Trails West Subdivision, 6th Filing.

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

On September 6, 2024, Sanderson Stewart on behalf of Dorn-Wilson Development applied for preliminary plat extension for Trails West Subdivision, 6th Filing. The subdivision received preliminary plat approval on December 16, 2019. They requested an extension of two years to the preliminary approval, which was granted on November 28, 2022. This put the final plat due date to December 16, 2024. The applicant is requesting an additional extension of one year for the Trails West Subdivision, 6th Filing. The new date for completion of the final plat, with the second extension, would be December 16, 2025.

ALTERNATIVES

The City Council may approve or disapprove of the preliminary plat extension request of Trails West Subdivision, 6th Filing. The City of Billings Subdivision Regulations state the following:
"The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension, per BMCC 23-300 M.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:
1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
2. Progress to date in completing the subdivision as a whole and any phases;
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
4. Dependence of infrastructure development on the subdivision;
5. Duration of the requested extension;
6. Demonstrated ability of the subdivider to complete the subdivision;
7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA)."

Staff found no reason under the extension criteria to deny this extension of the time period for the Trails West Subdivision, 6th Filing Preliminary Plat.

FISCAL EFFECTS

The extension request of this subdivision will have no financial impact on the Planning Division.

Attachments

Extension Request
Mayors Letter of Approval for Preliminary Plat
Trails West Subdivision 6th Filing Preliminary Plat
Draft SIA
Extension Criteria
Mayors Letter

September 5, 2024

Mr. Dave Green
City of Billings
Planning and Community Services Department
2825 3rd Avenue North, 4th Floor
Billings, MT 59101

Reference: Trails West Subdivision, 6th Filing
Request for Extension of Preliminary Plat Approval
Project No. 05051.20

Dear Dave:

We are requesting an additional one-year extension of the Trails West Subdivision, 6th Filing preliminary plat approval, which is currently set to expire December 16, 2024. The original preliminary plat approval for Trails West Subdivision, 6th Filing was obtained on December 16, 2019, and we previously received a 2-year preliminary plat approval extension. The necessity for these extensions has been due to the slowing in the housing market due to increased interest rates over the last couple of years. This slowdown in the market has delayed the need for the 6th Filing lots. However, based on the current sales in previous filings we are eager to complete the Trails West Subdivision 6th Filing lots, with an expected completion in Spring/early Summer of 2025. The requested one-year extension would make the expiration of the Trails West Subdivision, 6th Filing preliminary plat approval December 16, 2025.

We appreciate your time and consideration of this request. Please feel free to contact me if you have any questions.

Sincerely,

Rod Wilson
Dorn-Wilson Development, LLC

CITY OF BILLINGS

WILLIAM A. COLE, MAYOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 687-8296
FAX (406) 657-8390

December 16, 2019

Dorn-Wilson Development, LLC
100 Emerald Drive
Billings, MT 59105

Dear Applicant:

On December 16, 2019, the Billings City Council conditionally approved the preliminary plat of Trails West Subdivision, 6th Filing, subject to the following conditions of approval:

1. To protect public health and safety with increased area traffic, prior to final plat approval, the applicant will submit all necessary information required by City of Billings Engineering Division to update TIS information for this filing for review and approval.

2. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Trails West, 6th Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

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

1. Effect on agriculture and agricultural water user facilities

There is currently no farm activity on the land for the proposed subdivision. The Birely Drain runs along the west side of the property. With previous filings, a dedicated right-of-way around the Birely Drain was made to the City of Billings. The Birely Drain District is amenable to having the City of Billings take over ownership of the drain at some point in the future. Currently other existing subdivisions and streets are using the Birely Drain for stormwater drainage, this subdivision will be included as a user of the drain. No water rights are being transferred to future owners of this property.

2. Effect on local services

a. **Utilities** – Public water will be provided by the City of Billings. This filing will connect to existing waterlines in Blackberry Way, Phantom Creek Avenue and Stockman Avenue. These connections will provide a looped system for equalized pressure in the subdivision. Each lot will have a connection to the water system for the individual homes to be built. All water construction improvement shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings and MDEQ with a review and approval before installation.

   Sanitary sewer services will be provided to the future lots through lines within the internal subdivision streets extended from an existing line in Blackberry Way and Phantom Creek Avenue. Sanitary sewer lines will be low-pressure mains, the subdivider will install low-pressure sanitary sewer mains this will require the installation grinder pumps in each household. A paragraph regarding this requirement is found in the SIA under the heading II Property Conditions and Information for Lot Purchasers K.

   Private utility providers shall use the provided easement outside the public right of way, these easement are shown on the face of the plat.

b. **Storm water** – Stormwater management for the proposed subdivision will be provided by directing water through a network of curb and gutters, inlets and piping. It will also pass through an existing mechanical stormwater filtration manhole to an existing stormwater detention facility built with the 3rd Filing. A

storm drain report was submitted to City Public Works with the preliminary plat submittal. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and are subject to review and approval by the City Engineering Department.

The SIA, under the heading V. Storm Drainage B., outlines the maintenance of the pond and all appurtenances associated with it as the responsibility of the HOA. There is an existing HOA with the subdivision and this filing will be included in the same HOA.

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

d. **Streets** – Access to the lots in the 6th Filing will be via extension of roads built with the previous filings of this subdivision. The internal subdivision streets will be constructed to 34-feet pavement widths, with curb, gutter, and 5-foot wide boulevard style sidewalks within 56-foot wide rights-of-way. The one exception is Stockman Avenue. Stockman Avenue will function as a Collector street; it will be built to a width of 39 feet within a 74-foot wide right-of-way. Sidewalks will be built at the time of lot development with the exception of the ADA ramps at the street intersections. The developer will also be installing a 10-foot wide hard surface trail between Lots 18 and 19, Block 13 to connect the Birely Drain trail to the internal sidewalks of the subdivision. These above mentioned items will be built by the developer at the time of street construction. Proposed street names for the internal streets are extensions of existing streets within the subdivision.

The subdivider will be required to make off-site contributions toward the design and installation of future intersection traffic controls at the intersections of Grand Avenue and 54th Street West, at Grand Avenue and 56th Street West, and if determined necessary, at Central Avenue and 56th St. West. These intersections were identified in the Traffic Impact Study as being affected by the proposed subdivision. The required contributions are based on the estimated volume of subdivision traffic using these intersections and an estimated cost of the intersection for the design and construction of a traffic signal at the intersection. The final contribution amounts shall be approved by the City Traffic Engineer prior to final plat approval. **(Condition #1)**

A TIS has been submitted with each previous filing of the subdivision. As the filings get built out the number of trips change and the impacts of the surrounding roads and intersections change. The applicant will provide all TIS information and updates as needed by City of Billings Engineering division prior to final plat approval. **(Condition #1)**

The 6th Filing is the final filing of this subdivision, at this filing Stockman Avenue will be at the edge of the Birely Drain. This subdivider will provide a cash contribution of 50 percent of the cost for design, permitting and construction of the

Birely Drain Crossing on Stockman Avenue or construct 50 percent of the improvement for the crossing. This is outlined in the SIA under the heading III Transportation A. Streets, 4.

e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that provides fire suppression service for this area is at 1501, 54th St. West (Station #7). The Fire Department finds the proposed layout will provide adequate emergency access. Comments from the Police department state that continued expansion of subdivisions will require additional resources to maintain acceptable levels of service.

f. **Schools** – The subdivision is located within School District #2. Students from the subdivision will attend Meadowlark Elementary School, Ben Steele Middle School, and West High School. Comments from School District #2 state that all of the mentioned schools are over maximum capacity.

g. **Parks and Recreation** – In accordance with State and City laws, the subdivider is required to provide a minimum of 0.6 acres of parkland. The subdivider has proposed to meet this requirement by providing cash in lieu of land dedication. In addition to cash, the developer is proposing to continue the 5-foot wide multi-use trail on the western property line within the Birely Drain right-of-way tract. This trail is proposed to be for public use, and maintained by the homeowners' association.

h. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. They have requested the installation of centralized mailbox unit (CBUs). The USPS has requested a box on the corner of Phantom Creek Way and Blackberry. The developer will work with the USPS to provide the correct location and a safe amount of space for postal delivery. **(Condition #2)**

3. Effect on the natural environment

The subject property is vacant property that has been planned for urban development since the original Master Plan review in 2009. The property is generally flat, with the exception of the Birely Drain on the western edge, which is being protected in a dedicated right-of-way.

The geotechnical study was performed for the subdivision a summary of the information from that study is included in the SIA. The subdivision should have a minimal effect on the natural environment.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open agricultural areas, therefore conflicts with wildlife may

occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA.

5. Effect on the public health, safety and welfare

Fire hydrants will be installed to meet fire department requirements. Sidewalks and trails will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

Comments received from the police state that continued growth of the city would require additional resources to be able to maintain expected levels of service.

B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.]

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

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]

1. City of Billings 2016 Growth Policy

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

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired (p.8). Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels. (p.8)
>
> **Home Base (healthy, safe and diverse housing options)** A mix of housing types that meet the needs of a diverse population is important. (p.9) Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
>
> The 2001 West Billings Plan identifies this area as residential. The proposed subdivision is for residential development.

2. 2018 Urban Area Transportation Plan

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

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

The proposed subdivision lies within the jurisdiction of the BABTMP. There is no trail identified within the proposed subdivision. There are connections to the Ben Steele middle school from the subdivision.

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

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

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

The subject property is located within the R-60-R and R-96 zoning districts. All development shall comply with the standards set forth in Section 27-308, BMCC.

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

The subdivider has provided private utility easements as required by private utility providers on the face of the plat.

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

Legal and physical access is provided to the proposed lots from Grouse Berry Street, Phantom Creek Avenue and Stockman Avenue. The internal streets take access from Grand Avenue and 56th Street West.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Trails West Subdivision, 6th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy Update and does not conflict with the Transportation or Bikeway and Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board recommends conditional approval of the preliminary plat of Trails West Subdivision, 6th Filing, to the City Council, and adopt the Findings of Fact as presented in the staff report and the SIA.

Approved by the Billings City Council, December 16, 2019

William A. Cole.

William A. Cole, Mayor

PRELIMINARY PLAT OF

TRAILS WEST SUBDIVISION, SIXTH FILING

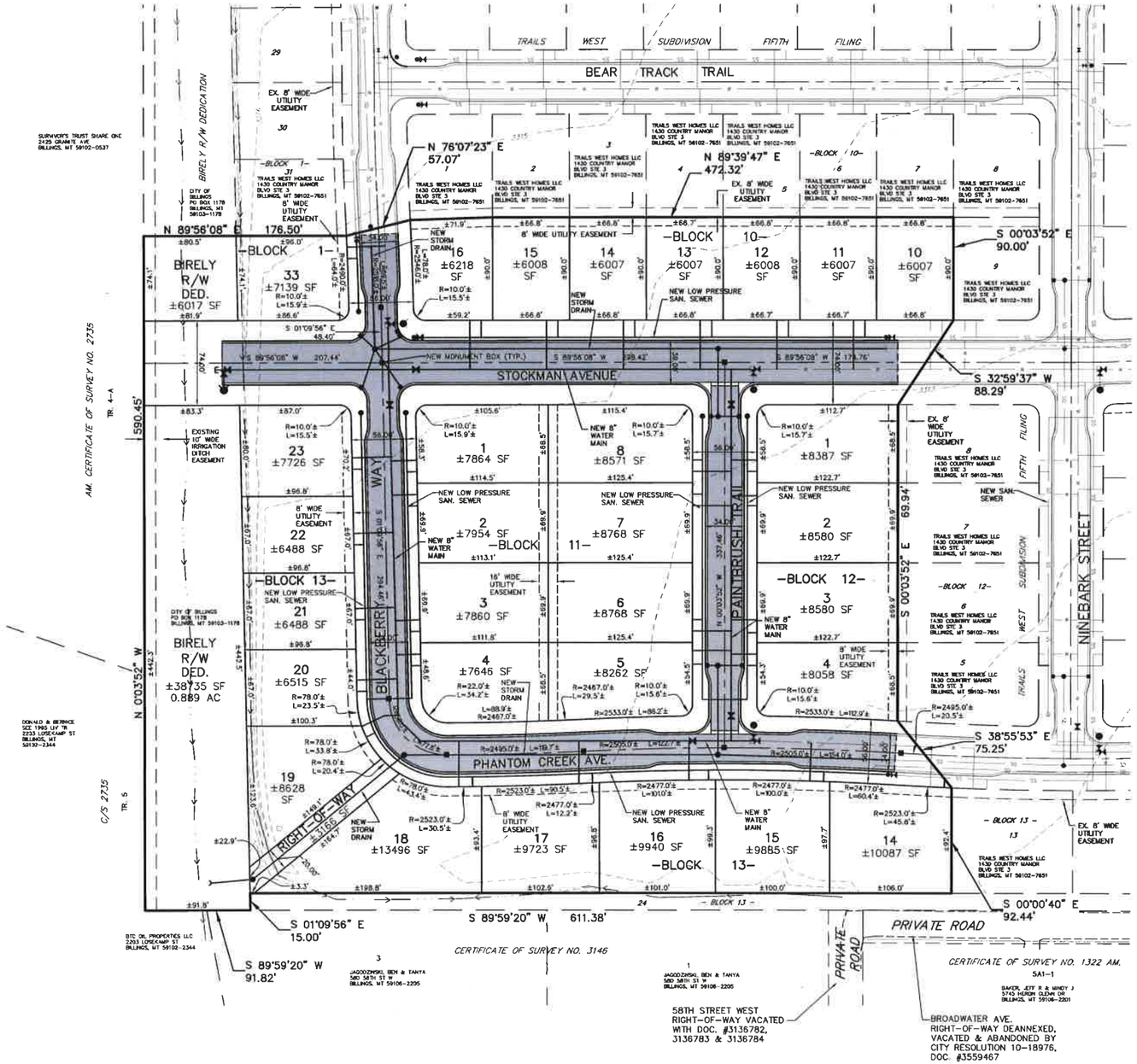
BEING LOT 9, BLOCK 12 OF TRAILS WEST SUBDIVISION, FIFTH FILING
SITUATED IN THE N.E. 1/4 OF SECTION 5, T.1S., R.25E., P.M.M.
BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : DORN–WILSON DEVELOPMENT, LLC

AUGUST, 2019

PREPARED BY : SANDERSON STEWART

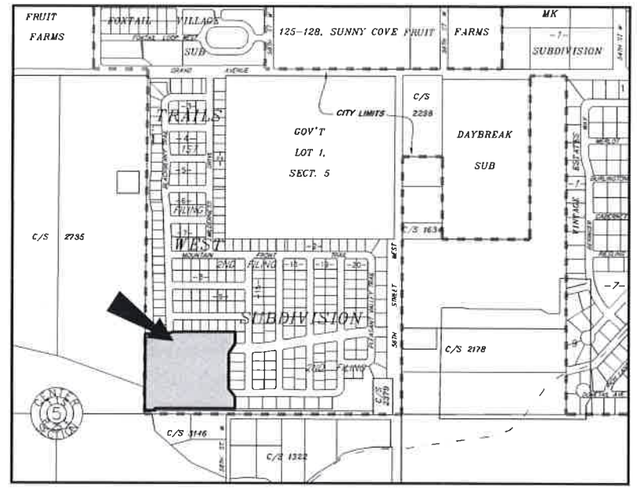
BILLINGS, MONTANA



NORTH

50 25 0 50 100

SCALE:1" = 50'



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING: (ORIGINAL PLAT/C.O.S.) OR THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND COMBINED SCALE FACTOR AT [monument description] IS x.xxxxxxxxxx; THE CONVERGENCE ANGLE IS –x°xx'xx". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- o FOUND SURVEY MONUMENT, AS NOTED
- • SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

PLAT DATA

GROSS AREA	= 9.14 AC.
NET AREA	= 5.76 AC.
NUMBER OF LOTS	= 30
MINIMUM LOT SIZE	= 6,007 S.F.
MAXIMUM LOT SIZE	= 13,496 S.F.
LINEAL FEET OF STREETS	= 2,038 L.F.
PARKLAND REQUIREMENT	=
PARKLAND DEDICATION	= CASH–IN–LIEU
EXISTING ZONING	= R–9600, R–6000R
SURROUNDING ZONING:	
NORTH	= R–6000R
SOUTH	= AG SUBURBAN & AG OPEN
EAST	= R–6000R & R9600
WEST	= AG SUBURBAN & AG OPEN
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL

Return to:
Sanderson Stewart
1300 North Transtech Way
Billings, MT 59101

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS TRAILS WEST SUBDIVISION, SIXTH FILING

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

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS TRAILS WEST SUBDIVISION, SIXTH FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between **DORN-WILSON DEVELOPMENT, LLC,** whose address for the purpose of this agreement is 100 Emerald Drive, Billings, Montana 59105, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the preliminary plat of Trails West Subdivision, Sixth Filing, located in the City of Billings, Yellowstone County, Montana, was submitted to the Planning and Community Services Department which recommended its approval to the Yellowstone County Board of Planning; and

WHEREAS, at a meeting held on the ____ day of _____, 20___, by the Yellowstone County Board of Planning, the Board recommended for approval, subject to certain conditions, an area known as Trails West Subdivision, Sixth Filing, and

WHEREAS, at a regular meeting held on the ____ day of _____, 20___, the City Council approved, subject to certain conditions, a preliminary plat of Trails West Subdivision, Sixth Filing, and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to approval of the final plat; and

WHEREAS, the provisions of this agreement shall be effective and applicable to the plat of Trails West Subdivision, Sixth Filing, upon filing of the final plat thereof in the

office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings subdivision regulations; the rules, regulations, policies, and resolutions of the City of Billings; and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows.

I. VARIANCES

Subdivider requests no variances.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

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

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by

the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. Lot owners should be aware that a geotechnical investigation and report was completed on August 11, 2008, for the property which identified the following recommendations for individual lots prior to house construction:

1. For structures with foundations constructed within five feet of natural grade, prior to building permit approval, written verification from a geotechnical engineer shall be obtained that foundation preparation and fill material are in compliance with Section 5.3 and Appendix B of the report. Foundations within 3.5 feet of original grade require over excavation by two feet in width and depth plus installation of geo-grid fabric. The new fill requires compaction to 98 percent.

2. For structures with foundations constructed deeper than five feet of natural grade, prior to building permit approval, an engineered design will be required for a deep foundation system

A copy of the entire geotechnical report is available for review at the City Building and/or Planning Division offices.

G. Lot owners should be aware that the United States Postal Service mail delivery will be made only to centralized delivery locations. Such locations shall consist of from 8 to 16 mailboxes per location. The location of each centralized mailbox setting is shown on the overall development plan and the private contract construction plans. Subdivider shall install the mailboxes within the private contract for Sixth Filing.

H. Lot owners should be aware that agricultural activities could be present on surrounding properties. Any impacts associated with agricultural activities and any issue arising therefrom is the responsibility of the lot owners.

I. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

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

K. Lot owners should be aware that the installation of a Barnes Grinder Pump (or hydraulically comparable grinder pump) will be required at each home at time of lot development. Lot owners should be aware that there is the possibility of periodic maintenance and replacement of the grinder pumps.

L. The lowest finished floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb measured from the highest location along the lot frontage.

M. The lowest openings on each home (window well, walk-out basement doors, and equivalent openings) shall be located outside drainage paths. If this is not possible, the homebuilder and lot owners must take necessary measures to protect these openings from being inundated from surface water flows. Allow enough space between window wells and property lines to provide sufficient swales and drainage away from window wells and meet applicable building codes for drainage requirements.

III. TRANSPORTATION

A. Streets

1. Blackberry Way, Paintbrush Trail and Phantom Creek Avenue shall be 34 feet back of curb to back of curb within 56-foot right-of-ways. These internal access roads shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.

2. Stockman Avenue shall be 39 feet back of curb to back of curb within a 74-foot right-of-way. This road shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All streets shall be built in accordance with the City of Billings site development ordinance, subdivision regulations, and Uniform Zoning Code.

3. Per the Traffic Impact Study (TIS), the warrant criteria for a northbound left-turn lane at the intersection of Stockman Avenue and 56th Street West was found to be satisfied by a narrow margin at the time of Sixth Filing build-out. The Subdivider agrees to install a north bound left-turn lane on 56th Street West at the Stockman Avenue intersection if additional analysis performed at the time of development verifies that the improvements meet the warrant criteria. The turn lane shall be subject to review and approval by the City Engineering office.

4. Developer is responsible for half of the construction of Stockman Avenue across the Birely Drain. Full build out includes the construction of the culvert, water main, street paving, curb and gutter, and either 5-foot wide boulevard or 7-foot wide curb walk along both sides of the street and any safety improvements that may be necessary. Half of the construction shall include construction of the culvert, water main, and gravel surfacing.

   If a portion of the crossing constructed by any other development, Developer is responsible to construct any improvement not complete.

B. Sidewalks

City and Subdivider agree that the developer will install handicap accessibility ramps at the time of private contract construction. The City and the Subdivider also agree that the developer will install a 5-wide sidewalk along the west boundary of the subdivision in the proposed Birely Drain right of way at the time of private contract construction. The developer will also install a 10-foot wide sidewalk, or asphalt path, between lots 18 and 19, Block 13 of Trails West Subdivision, 6th Filing at the time of private contract construction. No other sidewalks will be installed by the developer as part of construction improvements.

Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of lot construction. Sidewalks shall be 5-foot wide boulevard sidewalks.

C. Street Lighting

Construction or installation of street lights shall not be required at this time. If street lights are installed in the future, a street light maintenance district

will be formed for the entire subdivision to accommodate maintenance of the street lights.

D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the subdivision. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction. All traffic control devices shall be subject to review and approval by the City Engineering office.

All off-site contributions and improvements shall be paid as required by the Traffic Impact Study (TIS) before Trails West Subdivision, Sixth Filing final plat approval.

A traffic impact study has been completed for Trails West Subdivision, 6th Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdividers expense. The percent of traffic contributions to the following shall be in accordance with the traffic accessibility study.

56th Street West and Grand Avenue	1.46%
54th Street West and Grand Avenue	2.29%
56th Street West and Central Avenue	0.44%

The cash contributions shall be based on the percent of traffic contributions to the intersections on the total cost of an intersection as determined by Engineering for the year in which the contribution is made. The cash contribution shall be made prior to final plat approval.

E. Access

Access will be provided for the subdivision by extending Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. These street connections will connect to the existing subdivision accesses to Grand Avenue and 56th Street West. The streets within the subdivision shall be subject to review and approval by the City Engineering office.

F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway and Trail Master Plan identifies Grand Avenue, adjacent to the site, as an arterial bikeway. The developer will construct a 10-foot wide multi-use path on the south side of Stockman Avenue at the time of private contract construction. Therefore, City and Subdivider agree that trail requirements are being met for the subdivision.

G. Public Transit

There are no MET Transit routes that service this subdivision at this time. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICES

Access is provided to this subdivision from Blackberry Way, Phantom Creek Avenue and Stockman Avenue. Fire hydrants shall be provided at each street intersection, and at intermediate locations where distances exceed 500 feet. Appropriate turn arounds will be located on any street in excess of 150 feet.

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

At a minimum, the following is required:

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

V. STORM DRAINAGE

A. The storm drainage system for Trails West Subdivision, Sixth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, and to an existing stormwater detention facility located on Lot 4, Block 13 Trails West Subdivision, 3rd Filing, with a discharge to the Birely Drain. The existing mechanical stormwater filtration manhole and stormwater storage volume were designed to include Trails West Subdivision, Sixth Filing. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.

B. The stormwater detention area is located on a private lot (Lot 4, Block 13 of Trails West Subdivision, Third Filing) and will be maintained by the homeowners' association (HOA) established for this subdivision. The mechanical stormwater filtration manhole is existing, and associated improvements are also privately owned and maintained by the HOA. Trails West Subdivision, Sixth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Trails West Subdivision, Third O&M Manual.

C. The elevation of residential dwellings must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.

D. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

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

VI. UTILITIES

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

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

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

A. Water

Service to the subdivision will be provided from the existing water main stubs in Blackberry Way, Phantom Creek Avenue, and Stockman Avenue. Connecting these mains will provide a looped system for the subdivision. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate water service. All water construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality and will be approved by the Public Works Department.

B. Sanitary Sewer

Service to the subdivision will be provided from an existing sanitary sewer main stubs in Blackberry Way and Phantom Creek Avenue. City and Subdivider agree that sanitary sewer service to the Sixth Filing of the subdivision will be provided through low-pressure sanitary sewer mains. Appropriately sized mains and services in the internal streets will provide service to the individual lots within the subdivision. It is anticipated that each lot shall be provided with its own separate low-pressure sanitary sewer

service and each lot will need to use a Barnes Grinder Pump (or hydraulically comparable grinder pump). All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be placed in designated easements outside of the right-of-way and shall be installed underground prior to surface improvements. The location of all such facilities shall be subject to approval of the City Engineer.

VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Code Annotated covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. The Sixth Filing has a total of 30 lots, requiring a parkland dedication of 0.600 acres. The Subdivider and City agree that this parkland dedication will be met through a cash-in-lieu payment to the development of Cottonwood Park. City and Subdivider agree the cash payment in lieu of parkland dedication shall be made prior to final plat approval. A comparative market analysis, or other approved method to determine raw land value, shall be used to determine the parkland dedication amount in accordance with Section 23-1006, BMCC.

VIII. SOILS/GEOTECHNICAL STUDY

The Subdivider has performed a geotechnical analysis for this property (dated August 11, 2008).

Recommendations from the report include:

1. Approximately six inches of surface soils should be stripped and removed from the site or stockpiled for use in non-structural areas.

2. Site and lot grading can be accomplished using conventional earthmoving equipment.

3. Fill across lot grading should be placed and compacted to a minimum of 95 percent relative compaction in accordance with the ASTM D698 compaction test method.

4. If trenches are extended deeper than five feet or are allowed to dry out, the excavations may become unstable and should be evaluated to verify the stability prior to occupation by construction personnel.

5. Street subgrade outside of utility trenches should be placed at 95 percent of ASTM D698 and utility trench backfill should be placed at 97 percent of ASTM D698.

6. The street section for the property shall include three inches of asphaltic concrete over a 10-inch base course.

7. The potential for sulfate attack from existing soils appears to be negligible, and conventional Type II cement may be used according to Table 1904.3 of the 2000 International Building Code.

8. For home construction, over-excavation will likely be required. It is recommended that a more comprehensive geotechnical study be completed prior to installing foundations so lot-specific site conditions can be determined.

IX. FINANCIAL GUARANTEES

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

X. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two year from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" **DORN-WILSON DEVELOPMENT, LLC**

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____ of **DORN-WILSON DEVELOPMENT, LLC,** and who acknowledged to me that said company 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
FUTURE SPECIAL IMPROVEMENT DISTRICTS

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

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

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

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

Trails West Subdivision, Sixth Filing

Signed and dated this _____ day of _____, 20___.

"SUBDIVIDER" **DORN-WILSON DEVELOPMENT, LLC**

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be _____ of **Dorn-Wilson Development LLC**, the person who executed the forgoing instrument and acknowledged to me that said company executed the same.

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

Preliminary Plat Approval Extension Request—Review Criteria

Trails West Subdivision, 6th Filing

When considering a request for an extension of the preliminary plat approval period, the City Council may use the following criteria to evaluate the request. Below each criterion, staff has provided some information for Council to consider.

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*

   The preliminary plat for Trails West Subdivision, 6th Filing, was conditionally approved December 16, 2019. Since that time, minor changes to the City Subdivision Regulations have been made, and none of the amendments will cause this proposal to be out of compliance.

2. *Progress to date in completing the subdivision as a whole and any phases;*

   The housing market slowed a bit due to increased interest rates. However, the applicant says the market is picking back up and they would like to get the 6th filing completed. They are working to have the infrastructure in place by spring/early summer of 2025. This extension will give them the needed time to get the infrastructure in place.

3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*

   The subdivider has not proposed to phase this subdivision, but will develop all the proposed lots or sell to other owners to develop them when the final plat is completed.

4. *Dependence of infrastructure development on the subdivision;*

   The subdivision improvements consist mostly of water, sewer and storm water management. Roads within the subdivision will be local roads with the exception of Stockman Avenue. Stockman Avenue is classified as a collector. Delay of the subdivision should not have a negative impact on infrastructure development needs.

5. *Duration of the requested extension;*

   The subdivider has requested an additional one year extension. The original preliminary plat approval was obtained December 16, 2019. A two year extension was requested and granted which put the deadline out to December 16, 2024. This extension request is for one year and would put the deadline for final plat to December 16, 2025.

From the Billings Subdivision Regulations:

M. ***Preliminary Plat Approval Period.*** *The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for mutually agreed-upon period of time. The governing body may issue more than one extension.*

6. *Demonstrated ability of the subdivider to complete the subdivision.*

   The subdivider has a history of developing in the City of Billings over the years. They have indicated that they are planning to have infrastructure in place by the spring/early summer of 2025. They will then obtain final plat and have lots for sale to the public. They believe this will be met within the one-year extension time.

7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

   There are no other factors or criteria that are material to this project.

CITY OF
Billings
MAYOR'S OFFFICE

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

Dorn-Wilson Development LLC
825 North Fork Trail
Billings, MT 59102

October 14, 2024

Mr. Wilson;

This letter is to inform you that your request to extend the preliminary plat approval for Trails West Subdivision, 6th Filing, for one additional year has been approved. The Billings City Council granted your request at their meeting on October 14, 2024, and extended the conditional approval of the preliminary plat until December 16, 2025.

If you have any questions, call Dave Green at 247-8666.

October 14, 2024

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

Date:	10/14/2024
Title:	Zone Change 1055 - Galaxy PD - from PD to N3, N2 and NX2 - 2nd Reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	No
Legal Review:	No
Project Number:	PZX-24-00190

RECOMMENDATION

The Zoning Commission recommended approval and adoption of the findings of the 10 review criteria for Zone Change 1055. The City Council approved the zone change on first reading on September 23, 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 to remove multiple lots in the Galaxy Subdivision from the 1978 Planned Development zone district and place these lots in standard zone districts of Suburban Neighborhood (N3 - single family detached), Mid-Century Neighborhood (N2 - one or 2-family dwelling) and Mixed Neighborhood Residential 2 (NX2 - 2 to 8 unit buildings). The current PD zoning identifies the lots by area: single family or multifamily. It also distinguishes between condominiums and apartments in the multifamily area. The single family area requirements closely match the archived Residential 9,600 (R96) zone, and each multifamily lot was designated for a specific structure based on the number of units. For example, in Block 6, Lots 3 to 9, Lot 12, 21, 22, and Lots 26 to 30 (multifamily) are designated for 8-plex structures, while Lots 1, 10, and 11 are designated for 12-unit structures.

The original Planned Development zone was approved by the City Council in 1978. The Galaxy Subdivision attempted to make infrastructure improvements by using an SID. The SID required a bond sale. The bond sale failed. The owners then decided to proceed in phases with the improvements. The area north of Senators Boulevard was done first and then the northern part of the subdivision south of Senators Blvd. The area north of Senators Blvd is a single family designated area. There are only four vacant lots out of the 43 lots in this area. Most of the vacant lots are south of Senators Blvd and are the subject of this zone change. In this area south of Senators Blvd, there are 29 attached (multifamily) dwelling units and 24 detached single-family dwellings. One of these units is a county hospice home. There are a total of 91 lots included in this zone change application, totaling 32.13 acres in area. This is about 58% of the total development area south of Senators Blvd. The proposed zoning of the 32.13 acres is 13.66 acres of N3, 2.79 acres of N2 and 16.53 acres of NX2. The applicant estimates this would allow up to 235 dwelling units. The existing zoning of the 91 lots would allow up to 373 dwellings.

The specificity of the existing PD agreement along with the soil challenges of shallow sandstone and the type of sandstone, have contributed to the lack of build-out of this subdivision. In 2002, the city declared the parkland in Galaxy Subdivision as surplus (former Hultgren Park). The 1.6-acre park was purchased by the applicant and the deed was recorded in 2004. The underlying zoning of the park was not changed to reflect the ownership change. The proposed zone change includes this part of the subdivision. The incomplete status of the development has caused neighborhood confusion, with some residents incorrectly assuming it was all parkland and would not be developed. Every growing season, residents complain about the overgrowth of weeds on the property. This requires city notification of the owner to mow the weeds. Casual use of the vacant property happens on a daily basis by people taking a walk or kids playing in the open area. There are three other adjacent parcels that are city parks that were dedicated, including the linear park under the power lines (5.6 acres), the linear park along the south side of Senators Blvd (2.7 acres) and the rimrock sandstone cliff to the south and east of Asteroid Avenue (3.8 acres).

The change in the zoning for these parcels will make the development of the lots more flexible but also more predictable. The proposed NX2 zoning does not allow structures with more than 8 dwelling units, where the existing multifamily area allows several lots with 10 or 12 unit buildings. The former parkland is proposed to be mostly zoned N2 with a small part in the N3 zone district. This zone change will not affect the zoning of other parts of Galaxy Subdivision as this underlying zoning and agreement will continue in effect. Section 27-107 of the new (2021) zoning code preserves these archived zone districts and planned development zones:

> *Section 27-107.D. Planned developments and master site plans approved prior to the effective date.*
> *1. Any planned development identified on the zoning map and approved prior to the effective date shall remain valid. Planned developments that refer to zone districts not included in this zoning code shall use the archived zoning code requirements. For example, a reference to an underlying zone district of "community commercial"*

shall refer to the use table, use standards, and other requirements for that zone district in the archived zoning code.
2. Planned development and master site plan approvals that predate the adoption of this zoning code shall be narrowly interpreted and are limited to the specified terms of approval. Where a term was not defined or a process not specified in the PD or MSP approval, the most closely similar provision of this zoning code shall be applied. For example, if a planned development does not specify a process for amendment, the process for amending planned development approvals in this zoning code will be used.

Planning staff recommended approval of the proposed zone change to the Zoning Commission. The Zoning Commission concurred with the recommendation. The City Council approved the zone change on first reading on September 23, 2024. The zone change will remove these lots from the PD agreement. The applicant will also submit a new subdivision plat to re-orient the street layout, remove the several un-built cul-de-sacs, and set up a new subdivision improvement agreement to meet current city subdivision development standards. Completion of the infrastructure in the area will help improve traffic circulation, water and sewer services, as well as improve public safety by completing second street access for the subdivision from Aronson Avenue. The proposed zoning meets several of the Council's Growth Policy goals (2016), the Heights Neighborhood Plan (2006) and the Infill Policy (2011). The specific findings for the criteria is in the Summary section of this report.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on July 9, 2024, on the subject property. Approximately 50 surrounding property owners attended the meeting along with the agents for the owners, Greg Reid and Aaron Redland of WWC Engineering. The meeting notes are attached.

The Planning staff published a legal ad, posted the property and sent notification to the 810 property owners within the required notice area of 1,320 feet. The Planning staff did not receive any letters, emails or phone calls regarding the proposed zone change at the time of this staff report.

Zoning Commission hearing September 3, 2024

The Zoning Commission held a public hearing on September 3, 2024, and received the Planning staff recommendation and testimony from the applicant's agent, Greg Reid of WWC Engineering. Several surrounding property owners attended the public hearing, including Linda Holmes of 657 Oasis, Wendy Ross of 768 Asteroid, Lou Hanebury of 656 Oasis, Sue Cozzens of 755 Asyeroid Ave Unit 1, and Walt Schopfer of 647 Sahara. Planning staff received one email from Wendy Madison (Ross) prior to the hearing. The email is attached to this report. No other written or spoken testimony was received. Most spoke in general support of the zone change as a better option than the current situation with the planned development. Most expressed concerns about existing and future traffic management of the surrounding streets, especially Governors, Aronson and Senators Blvd. Many stated the ability to exit or enter Neptune Blvd onto Governors was nearly impossible in the morning and challenging during the remainder of the day. Many asked for solutions to traffic exceeding the speed limits on the surrounding arterial streets and for another signal on Governors Blvd at Senators or Neptune to help control traffic. Additional concerns were related to the density of the remaining development, its impact on the Heights schools and the ratio of single family dwellings to multifamily units. Several comments related to the sandstone rock and how the property would manage drainage, if blasting would be needed to install water and sewer lines, and existing water pressure problems for the cul-de-sac homes in the subdivision.

Greg Reid, agent for the owner, explained that traffic from the proposed development would be studied as part of a subsequent re-platting of the vacant lots. The owner intends to vacate the four additional cul-de-sacs off Aries Avenue and re-align Zodiac and Aries Avenue. Mr. Reid has had preliminary discussions with the city Traffic Engineer, and they have requested six intersections be studied as well as an analysis of traffic-calming measures for Aronson Avenue. He stated the owner will engage a Transportation Engineer as part of the subdivision application. Mr. Reid stated they are aware of the challenging soil characteristics, and a full analysis based on site studies and borings will determine how infrastructure will be installed, including depth and what type of excavation would be required. He stated the owners' goal is to install water, sewer and storm drainage with the least amount of disturbance to the existing neighborhood. Mr. Reid stated the initial plan would be to complete Aries Avenue and the lower end of Asteroid to connect with Aronson Avenue. This will provide a full second access point to the neighborhood, a critical feature of public safety for the existing and proposed residential dwellings.

This first phase will consist of new single family dwellings under the proposed zoning. Mr. Reid stated the problem with water pressure in some of the homes is the neighborhood is split between two water pressure zones. In addition, the current water system in the subdivision is not looped but a series of dead-end water lines. He stated when the water line is looped down to Aronson Avenue, pressure should improve but will not be completely solved. City Utilities

Engineers will need to study the issue more closely to resolve the water pressure disparity in the area. He stated some homes at the "top" of the system have 50 psi water pressure and some at the bottom of the system have water pressure of 120 psi. In regard to the status of the former city-owned park (Hultgren Park) he stated the zoning of the park would be changed from Public to N2 and N3 with the proposed zone change. He stated the owner purchased the park property two decades ago and the land has not been a city park since that time, although the zoning has not changed. Mr. Reid stated the school district did not provide comment on the zone change but is always involved in the subdivision process when the number of new lots and dwellings is more certain. He stated the schools have been aware of the development of the area since 1978, so any new students from the build-out of the subdivision can be accommodated either in existing schools or new schools in the district.

Chair Dan Brooks closed the public hearing. Commission member David Goss made a motion to recommend approval of Zone Change 1055, and adoption of the ten review criteria. The motion was seconded by Commission member Greg McCall, and approved on a unanimous vote.

City Council Public Hearing and first reading September 23, 2024
The City Council held its public hearing and first reading for Zone Change 1055 on September 23, 2024. The Council received the Zoning Commission recommendation of approval and testimony from the applicant's agent, Greg Reid of WWC Engineering.

Linda Holmes and Lou Hanebury of Oasis Drive testified with concerns about traffic impacts, water pressure and building impacts from digging in the sandstone rock that is underneath the subdivision. Mr. Reid provided clarification that the next phase of development will include a re-subdivision. The subdivision will include a traffic study of the proposed development including surrounding intersections and traffic-calming measures for Aronson Avenue. He stated the developer is required to investigate the soil conditions prior to installing new infrastructure in addition to surveying existing buildings and foundations prior to any excavation of installation of utilities. A post-construction survey is also required to document any damage to the existing buildings. He also clarified that the water pressure issue is that homes on Alkali Creek Rd - well below Galaxy Subdivision - are on the same system. He stated static water pressure for homes on Oasis Dr can be as low as 50 psi, while homes on Alkali Creek Road are at 120 psi - a maximum pressure for most residential plumbing fixtures. Equalizing the static pressure between these two elevations is difficult. He stated that looping the system in the Galaxy Subdivision may help the situation.

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 approved on a 10 to 1 vote. Council member Aspenlieder voted no.

ALTERNATIVES
The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1055 as approved by the Council on September 23; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1055; 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 proposed zone change will not have an effect on the Planning Division budget.

SUMMARY
Before making a decision, the City Council shall consider the recommended findings from the Zoning Commission on Zone Change 1055.

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy and Heights Neighborhood Plan (2006):

Heights Neighborhood Plan

- Encourage infill development and housing development that meets residents' desire to have similar housing within their neighborhood.
- Provide safe, good quality and affordable housing in the Heights.
- Encourage infill housing.

2016 Growth Policy
Essential Investments:

- Landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors.
- Infill development and development near existing city infrastructure may be the most cost-effective.

Community Fabric:

- Attractive streetscapes provide a pleasant and calming travel experience in urban and suburban neighborhoods.

Strong Neighborhoods:

- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, good will and social interaction.
- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels.
- Safe and livable neighborhoods can be achieved through subdivision design that focuses on complete streets, pedestrian-scale streetlights, street trees and walkable access to public spaces.

Home Base:

- A mix of housing types that meet the needs of a diverse population is important.
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe.

Mobility and Access:

- Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
- "Safe Routes to Schools" promotes physical health and reduces vehicle trips, earning parents more time and less cost for transportation.

The proposed zoning will enable the development of the remaining 32+ acres of undeveloped land in the Galaxy Subdivision according to current zoning standards for single family homes, two-family homes, townhomes and apartments. The original zoning from the 1978 planned development specified the exact configuration of multifamily structures for each lot with certain lots designated for "12-plex" and others for "6-plex" buildings. This level of detail limited the developers' flexibility to housing market demands.

The proposed zoning standards will allow for a range of building sizes and densities, determined by market demand and construction considerations such as soil conditions, storm water management and lot configurations. Under the proposed NX2 zoning, no structure can exceed 8 dwelling units, but smaller buildings with at least 2 dwelling units are permitted. The proposed N3 zoning is restricted to single-family detached homes, while the N2 zone allows one or two-family structures. The zoning proposal maintains the previous mix of single-family and multifamily uses but aligns with current standard zoning districts.

The new zoning regulations now emphasize building forms and development patterns that promote walkable streets, slower traffic, and enhanced neighborhood amenities. The proposed zoning and subsequent subdivision re-platting will facilitate the infill of this partially developed subdivision.

2. Is the new zoning designed to secure from fire and other danger?
The subject property is currently served by the Billings Fire Department. Although some development has occurred, all the lots are on a system of dead-end streets. Completing the streets to connect to the south will improve the overall public safety in the area. The proposed zoning includes minimum setbacks and separations to ensure fire safety between structures. Additionally, completing a looped water system will improve water pressure for both

existing and new homes. The nearest fire station, Station #6, is located on St Andrew's Drive just north of Wicks Lane, approximately 1.25 miles northeast of the subject property. Depending on the specific uses, further review for fire protection will be conducted during the property's development process. City water and other improvements will be implemented to protect the new residents from fire and other hazards.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety will be improved by the proposed change in zoning. Vacant land tends to attract unintended uses, inserts uncertainty into a neighborhood and can compromise public safety. Vacant land adjacent to a developed area can be mistaken for open space and public land. Changing the zone districts will allow the property to develop in a way that is predictable and compatible with the existing area.

4. Will the new zoning facilitate the provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The existing zoning and new development will increase traffic on the adjacent street network. City Engineering will review any new development proposed to determine updates that may be required to any original traffic management plan. Surrounding intersections will be evaluated for any needed traffic management improvements. The new connection to Aronson Ave. will increase the safety of the neighborhood by providing a second full access, as required by the city's development rules. If approved, the applicant intends to reconfigure the subdivision road and lot layouts to match the zoning and provide a better final design.
Water and Sewerage: The property will be served by city water and sewer. Looping the series of dead-end water and sewer services will improve service for the area.
Fire and Police: The subject property is served by the Billings Fire Department and the Billings Police Department. Completing this development will improve public safety by connecting the neighborhood to the south, allowing first responders to move more efficiently throughout the area. A second full access point is a crucial component of creating a safe and well-connected neighborhood.
Schools and Parks: The original subdivision plan and zoning anticipated the development of 525 dwelling units in 1978. Since that time, only 88 dwelling units have been developed in the Galaxy Subdivision. Most of these units (59) are single family detached dwellings and 28 of those units are in the area north of Senators Blvd. In 1978, the school district estimated the 525 dwelling units (at full build-out) would increase student populations in these schools by about 400. Since 1978, the school district has constructed six schools in Billings Heights -- three elementary schools, two middle schools and one high school. This location is within the Alkali Creek Elementary district, the Castle Rock Middle School district and Skyview High School. The most recent enrollment at Alkali Creek School is 335 with a 15:1 student to teach ratio; at Castle Rock the recent enrollment is 711 with a 17:1 student to teacher ratio; and Skyview High School enrollment is 1,602 with a 19:1 student to teacher ratio. The proposed addition of about 235 new dwelling units will increase student enrollment at each of these schools. It is not known how many years it would take for the developer to sell and build the new dwellings. Impacts to any of these schools may happen gradually over time.

The property had several parks dedicated at the time of the subdivision in 1978. These are primarily natural parks to the south, north and east. There was one internal neighborhood park parcel that was deemed to be excess land in the early 2000's. The applicant bid on the park, and it was sold and deeded to Mr. Lyndes in 2001. The zoning was not changed at the time. This park was known as "Hultgren Park" and never developed. The proposed zoning will change the underlying zoning of this former park to N3 and N2. The closest public parks developed for active recreation are Walsh Park and Edgerton Park in the Kimberley Heights Subdivision to the north across Governor's Blvd. The Lutheran church at the corner of Aronson and Governor's Blvd has a developed ball field, and Alkali Creek School to the south has playground equipment. It is about ¼-mile from the middle of the undeveloped lots to the Lutheran Church ball field and about ½ mile to the Kimberley Heights parks. Although the Alkali Creek school property is geographically close, walking distance is more than a mile unless a walking trail is built down the rimrocks to Pow Wow Park and a safe crossing of Alkali Creek is created.

5. Will the new zoning provide adequate light and air?
The existing PD zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. The zone change will increase some setbacks, increase height limits and lot coverage allowances. The proposed zoning should not affect the provision of adequate light and air.

6. Will the new zoning affect motorized and non-motorized transportation?
Non-motorized travel -- walking and biking -- is an essential part of the traffic plan for this area of Billings. There is a separate multi-use trail on Senators Blvd, marked bike lanes on Governors Blvd, and boulevard separated sidewalks on both sides of Aronson Blvd. The internal sidewalk system in Galaxy Subdivision was developed as a curb-sidewalk. Current city development standards require boulevard sidewalks. There are trails throughout the adjacent parks. Re-platting of the streets and lots will give the opportunity to ensure connections to these open spaces. Vehicle access to the development is currently through Neptune Blvd from Governors Blvd. When the second access is completed, traffic can enter from Aronson Ave. Both intersections will be permanent T-intersections with stop

controls. A traffic study could be required to ensure existing street facilities and traffic management can handle the additional vehicle traffic. An estimate of potential new vehicle trips for 235 dwelling units with 100 single family detached dwellings and 135 townhomes/condos/or apartments is about 2,000 new vehicle trips per day at full build out. Full development is not likely to occur for at least 5 years and more likely 10 years.

7. Will the new zoning promote compatible urban growth?
The proposed new zoning for these lots is compatible with the adjacent and planned urban growth in this in-fill location. There is a lack of diverse housing options on the west side of Main Street in the Heights. Approximately 70% of the land area west of Main Street is zoned for single-family detached dwellings. Other zone districts such as N2 that allow two-family dwellings are restricted to single-family detached dwellings by subdivision covenants and restrictions. Mixed residential zoning such as NX1, NX2 or NX3 are very limited and no new multifamily or townhome attached dwellings have been constructed west of Main Street for several years.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zone change will take this property out of the current planned development zone and place it in three standard zone districts -- N3, N2 and NX2. These zoning designations closely match the existing PD without allowing any structure with more than eight dwelling units in the multifamily area. This proposed zoning does consider the character of the district and the suitability of the property for the proposed uses. The demand for housing choices, including townhomes, apartments and smaller single-family residences, is increasing. The underlying zoning is too restricted in some ways to allow flexible development of one or more types of housing. The current height limits are out-of-date with current construction standards for most dwellings, and the demand for single-level homes does not fit with the lower limit for lot coverage. The proposed zoning allows this flexibility without becoming unpredictable.

9. Will the new zoning conserve the value of buildings?
The property consists of undeveloped parcels. Approval of the zone change to change the zoning will continue to provide certainty to surrounding landowners and may help to maintain property values of adjacent buildings. New developments tend to increase adjacent property values, and remove uncertainty.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning amendment for these lots will promote the most suitable use of this land in Billings. Planned development zones are often complex, making them challenging to administer and enforce.

Attachments

ZC 1055 Ordinance

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Galaxy Subdivision, Block 3 Lots 1-6, 8, 10, 11, 13, and 14-29; Block 4, Lots 15 – 44; Block 5, Lots 10 – 18 and Park; and Block 6, Lots 2-9, 11-24, 26, 31 and 33, 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. The parcels listed above and in Exhibit A are** presently zoned **Planned Development - Galaxy and** are shown on the official zoning map within this zone district.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **the parcels listed above and in Exhibit A,** is hereby changed from **Planned Development,** to **Suburban Neighborhood (N3), Mid-Century Neighborhood (N2), and Mixed Residential 2 (NX2) as shown on Exhibit A,** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Suburban Neighborhood (N3), Mid-Century Neighborhood (N2), and Mixed Residential 2 (NX2),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

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 23rd day of September, 2024.

PASSED, ADOPTED and APPROVED on second reading this 14th day of October, 2024.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

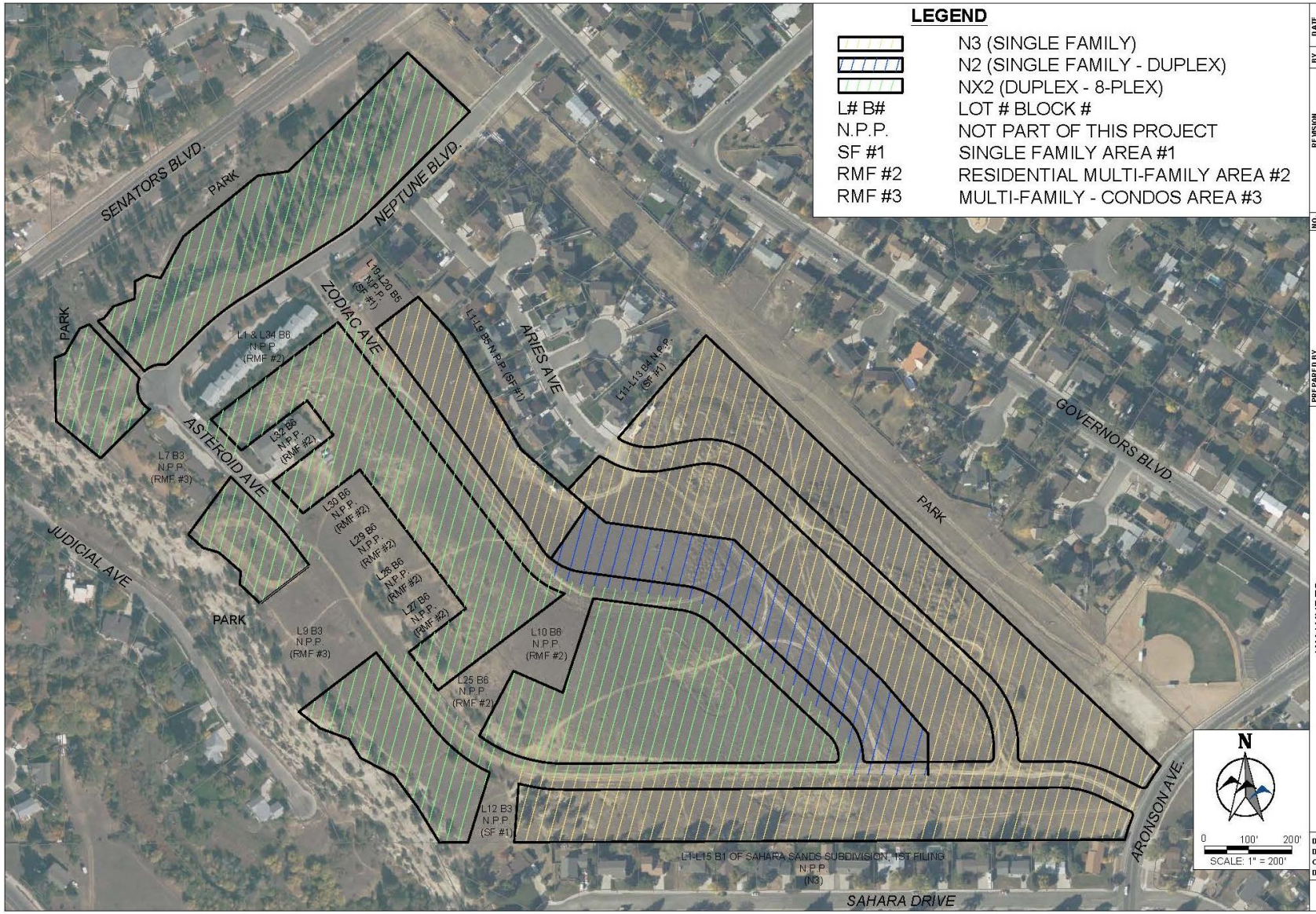
Zone Change 1055 – Galaxy Planned Development

EXHIBIT A

Lot	Block	Subdivision	TaxCode
1	3	Galaxy Subdivision	A24485
2	3	Galaxy Subdivision	A24486
3	3	Galaxy Subdivision	A24487
4	3	Galaxy Subdivision	A24488
5	3	Galaxy Subdivision	A24489
6	3	Galaxy Subdivision	A24490
8	3	Galaxy Subdivision	A24492
10	3	Galaxy Subdivision	A24494
11	3	Galaxy Subdivision	A24495
13	3	Galaxy Subdivision	A24497
14	3	Galaxy Subdivision	A24498
15	3	Galaxy Subdivision	A24499
16	3	Galaxy Subdivision	A24500
17	3	Galaxy Subdivision	A24501
18	3	Galaxy Subdivision	A24502
19	3	Galaxy Subdivision	A24503
20	3	Galaxy Subdivision	A24504
21	3	Galaxy Subdivision	A24505
22	3	Galaxy Subdivision	A24506
23	3	Galaxy Subdivision	A24507
24	3	Galaxy Subdivision	A24508
25	3	Galaxy Subdivision	A24509
26	3	Galaxy Subdivision	A24510
27	3	Galaxy Subdivision	A24511
28	3	Galaxy Subdivision	A24512
29	3	Galaxy Subdivision	A24513
33	6	Galaxy Subdivision	A24610
31	6	Galaxy Subdivision	A24608
26	6	Galaxy Subdivision	A24603
24	6	Galaxy Subdivision	A24601
23	6	Galaxy Subdivision	A24600
22	6	Galaxy Subdivision	A24599
21	6	Galaxy Subdivision	A24598
20	6	Galaxy Subdivision	A24597
19	6	Galaxy Subdivision	A24596
18	6	Galaxy Subdivision	A24595
17	6	Galaxy Subdivision	A24594
16	6	Galaxy Subdivision	A24593
15	6	Galaxy Subdivision	A24592
14	6	Galaxy Subdivision	A24591

Lot	Block	Subdivision	TaxCode
13	6	Galaxy Subdivision	A24590
12	6	Galaxy Subdivision	A24589
11	6	Galaxy Subdivision	A24588
9	6	Galaxy Subdivision	A24586
8	6	Galaxy Subdivision	A24585
7	6	Galaxy Subdivision	A24584
6	6	Galaxy Subdivision	A24583
5	6	Galaxy Subdivision	A24582
4	6	Galaxy Subdivision	A24581
3	6	Galaxy Subdivision	A24580
2	6	Galaxy Subdivision	A24579
18	5	Galaxy Subdivision	A24575
17	5	Galaxy Subdivision	A24574
16	5	Galaxy Subdivision	A24573
15	5	Galaxy Subdivision	A24572
14	5	Galaxy Subdivision	A24571
13	5	Galaxy Subdivision	A24570
12	5	Galaxy Subdivision	A24569
11	5	Galaxy Subdivision	A24568
PARK	5	Galaxy Subdivision	A24621A
10	5	Galaxy Subdivision	A24567
15	4	Galaxy Subdivision	A24528
16	4	Galaxy Subdivision	A24529
17	4	Galaxy Subdivision	A24530
18	4	Galaxy Subdivision	A24531
19	4	Galaxy Subdivision	A24532
20	4	Galaxy Subdivision	A24533
21	4	Galaxy Subdivision	A24534
22	4	Galaxy Subdivision	A24535
23	4	Galaxy Subdivision	A24536
24	4	Galaxy Subdivision	A24537
25	4	Galaxy Subdivision	A24538
26	4	Galaxy Subdivision	A24539
27	4	Galaxy Subdivision	A24540
28	4	Galaxy Subdivision	A24541
29	4	Galaxy Subdivision	A24542
30	4	Galaxy Subdivision	A24543
31	4	Galaxy Subdivision	A24544
32	4	Galaxy Subdivision	A24545
33	4	Galaxy Subdivision	A24546

Lot	Block	Subdivision	TaxCode
34	4	Galaxy Subdivision	A24547
35	4	Galaxy Subdivision	A24548
36	4	Galaxy Subdivision	A24549
37	4	Galaxy Subdivision	A24550
38	4	Galaxy Subdivision	A24551
39	4	Galaxy Subdivision	A24552
40	4	Galaxy Subdivision	A24553
41	4	Galaxy Subdivision	A24554
42	4	Galaxy Subdivision	A24555
43	4	Galaxy Subdivision	A24556
44	4	Galaxy Subdivision	A24557



NO.	REVISION	BY	DATE

PROJECT NO. 2024-136

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-7210
www.wwcengineering.com

JAY LYNDES
GALAXY SUBDIVISION

PROPOSED ZONE CHANGE EXHIBIT

CITY OF BILLINGS, MONTANA

DESIGNED BY: ZSL
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 6/19/2024

SHEET
B

City Council Regular

Date:	10/14/2024
Title:	Payment of Claims for week of September 3rd, 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 $1,412,616.18 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 09032024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	ACH	A & I Distributors	Fleet	$ 40.08	4093255
09/03/2024	ACH	A & I Distributors	Fleet	$ 277.69	4093255
09/03/2024	ACH	A & I Distributors	Fleet	$ 2,454.39	4093255
09/03/2024	ACH	A & I Distributors	Fleet	$ 172.17	4093255
09/03/2024	ACH	A & I Distributors	Fleet	$ 696.43	4093255
09/03/2024	ACH	A & I Distributors	Fleet	$ 818.13	4095916
09/03/2024	ACH	A & I Distributors	Fleet	$ 696.43	4095916
09/03/2024	ACH	A & I Distributors	Fleet	$ 562.39	4095916
09/03/2024	ACH	A & I Distributors	Fleet	$ 484.16	4095916
09/03/2024	ACH	A & I Distributors	Fleet	$ 0.36	4095916
09/03/2024	ACH	A & I Distributors	Fleet	$ 41.53	4098662
09/03/2024	ACH	A & I Distributors	Fleet	$ 1,392.86	4098662
09/03/2024	ACH	A & I Distributors	Fleet	$ 41.53	4098662
09/03/2024	ACH	A & I Distributors	Fleet	$ 818.14	4098662
09/03/2024	ACH	A & I Distributors	Fleet	$ 41.53	4098662
09/03/2024	ACH	A & I Distributors	Fleet	$ 562.39	4098662
09/03/2024	ACH	A & I Distributors	Fleet	$ 41.53	4098662
09/03/2024	ACH	A & I Distributors	Public Safety	$ 275.00	4090136 FIRE 5 & 4091365 FIRE 4 - DEF DELIVERED
09/03/2024	ACH	A & I Distributors	Public Safety	$ 232.31	DEF FIRE 1 - 06/07/2024
09/03/2024	ACH	A & I Distributors	Solid Waste	$ 825.00	330 GAL DEF Tote. Landfill.
09/03/2024	ACH	A & I Distributors	Solid Waste	$ 825.00	330GAL DEF Tote. Collections.
09/03/2024	ACH	A & I Distributors	Solid Waste	$ 825.00	DEF. Collections.
09/03/2024	ACH	A & I Distributors	Solid Waste	$ 825.00	DEF. Collections.
09/03/2024	ACH	A & I Distributors	Solid Waste	$ 3,473.25	Hydraulic oil for collection shop.
09/03/2024	ACH	A & I Distributors	Solid Waste	$ 193.42	Solvent for oil spill. Collections.
09/03/2024	ACH	A & I Distributors	Transit	$ 1,129.21	4090871. Oil 5W40
09/03/2024	ACH	A & I Distributors	Transit	$ 5.17	4090871. Oil 5W40
09/03/2024	ACH	A & I Distributors	Transit	$ 825.00	4093400. DEF
09/03/2024	ACH	A & I Distributors	Transit	$ 109.00	Invoice #4090633. Dispose Used Coolant
09/03/2024	873824	Air Controls-Billings	Engineering	$ 230.00	HVAC maintenance
09/03/2024	873824	Air Controls-Billings	Engineering	$ 250.00	repair two toilets
09/03/2024	873824	Air Controls-Billings	Facilities	$ 345.00	Air conditioning not working at Self Help Law
09/03/2024	873824	Air Controls-Billings	Facilities	$ 9,640.00	Replaced condenser/coil from R22 at DaKava House

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	873827	Altitude Signal	Street/Traffic	$ 4,713.00	yellow/green led lights for signals
09/03/2024	873828	Archie Cochrane	Fleet	$ 186.40	5531434
09/03/2024	873828	Archie Cochrane	Fleet	$ 191.58	5531482
09/03/2024	873828	Archie Cochrane	Fleet	$ (186.40)	5531509
09/03/2024	873828	Archie Cochrane	Fleet	$ 125.40	5531541
09/03/2024	873828	Archie Cochrane	Fleet	$ 84.19	5532015
09/03/2024	873828	Archie Cochrane	Fleet	$ 1.74	5532067
09/03/2024	873828	Archie Cochrane	Fleet	$ 116.93	5532067
09/03/2024	873828	Archie Cochrane	Fleet	$ 11.86	5532067
09/03/2024	873828	Archie Cochrane	Fleet	$ 292.86	5532109
09/03/2024	873828	Archie Cochrane	Fleet	$ 1,480.95	5532109
09/03/2024	873828	Archie Cochrane	Fleet	$ 92.74	5532109
09/03/2024	873828	Archie Cochrane	Fleet	$ 38.47	5532112
09/03/2024	873828	Archie Cochrane	Fleet	$ 44.56	5532254
09/03/2024	873828	Archie Cochrane	Fleet	$ 189.39	5532254
09/03/2024	873828	Archie Cochrane	Fleet	$ 103.16	5532354
09/03/2024	873828	Archie Cochrane	Fleet	$ 158.75	5535407
09/03/2024	873828	Archie Cochrane	Fleet	$ 131.98	5535407
09/03/2024	873828	Archie Cochrane	Fleet	$ 157.00	5535407
09/03/2024	873828	Archie Cochrane	Transit	$ 95.10	Water Pump-Found MDT Inspection Unit 1873
09/03/2024	873829	Armscor Cartridge	Public Safety	$ 44,000.00	18318, 9mm 115gr, 9mm 124 gr, 223 rem 55gr
09/03/2024	873831	ATS Inland NW	Airport	$ 884.75	FY25 Energy Management Services - QTA
09/03/2024	873831	ATS Inland NW	Airport	$ 3,984.00	FY25 Energy Management Services - Terminal
09/03/2024	873839	Billings Overhead Door	Street/Traffic	$ 6,112.00	cold storage door
09/03/2024	873842	Brenntag Pacific	Wastewater	$ 6,075.00	Defoamant for centrifuge operation
09/03/2024	873847	Century Link	Airport	$ 49.20	Airport Terminal Power M
09/03/2024	873847	Century Link	Airport	$ 45.66	Airport Alarm
09/03/2024	873847	Century Link	Airport	$ 45.19	Airport 1FB Line
09/03/2024	873847	Century Link	Airport	$ 83.58	Airport
09/03/2024	873847	Century Link	Airport	$ 45.19	Airport P9 Building
09/03/2024	873847	Century Link	Airport	$ 422.28	Airport -Charges for Airport phone fax alarm line
09/03/2024	873847	Century Link	Airport	$ 31.99	Bill Date: Aug 16, 2021. QTA Phone
09/03/2024	873847	Century Link	Engineering	$ 118.40	Measured Lines Depot 50/50

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	873847	Century Link	EOC 911	$ 45.65	911
09/03/2024	873847	Century Link	EOC 911	$ 45.65	911
09/03/2024	873847	Century Link	EOC 911	$ 300.00	9-1-1 Center Landfill #2
09/03/2024	873847	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
09/03/2024	873847	Century Link	EOC 911	$ 4,176.97	9-1-1 Center
09/03/2024	873847	Century Link	Fleet	$ 44.69	Motor Pool
09/03/2024	873847	Century Link	General	$ -	Cemetery Kenco Line
09/03/2024	873847	Century Link	General	$ 66.00	Stewart Park Batting Cages
09/03/2024	873847	Century Link	IT Resources	$ 49.20	Kenco Security Alarm IT Alarm
09/03/2024	873847	Century Link	Library	$ 177.12	Library 6 lines
09/03/2024	873847	Century Link	P.W. Admin	$ 118.40	Measured Lines Depot 50/50
09/03/2024	873847	Century Link	Park Dist 1	$ 66.00	Parks
09/03/2024	873847	Century Link	Park Dist 1	$ 46.00	Parks 3890 Stillwater
09/03/2024	873847	Century Link	Parking	$ 35.19	Park 2 Elevator Phone
09/03/2024	873847	Century Link	Parking	$ 49.20	Park 1 Elevator Phone
09/03/2024	873847	Century Link	Phone System	$ 118.08	Library 6 lines
09/03/2024	873847	Century Link	Phone System	$ 115.86	Airport Measured Lines
09/03/2024	873847	Century Link	Phone System	$ 108.40	Met Measured Lines
09/03/2024	873847	Century Link	Phone System	$ 108.40	BOC Measured Lines
09/03/2024	873847	Century Link	Phone System	$ 108.40	PUD Measured Lines
09/03/2024	873847	Century Link	Phone System	$ 2,414.28	Main System Centrex
09/03/2024	873847	Century Link	Phone System	$ 57.98	MET Fax and Kenco Fax
09/03/2024	873847	Century Link	Phone System	$ 49.15	Animal Control Fax
09/03/2024	873847	Century Link	Phone System	$ 56.38	Fire Alarm
09/03/2024	873847	Century Link	Phone System	$ 56.38	Four Dances
09/03/2024	873847	Century Link	Phone System	$ 53.17	Miller Building
09/03/2024	873847	Century Link	Phone System	$ 56.38	Pioneer Park
09/03/2024	873847	Century Link	Phone System	$ 57.98	Streets Fax
09/03/2024	873847	Century Link	Planning	$ 49.20	Planning Traffic Central Broadwater
09/03/2024	873847	Century Link	Planning	$ 49.20	Planning Traffic Central 9th
09/03/2024	873847	Century Link	Public Safety	$ 49.20	Fire Elevator
09/03/2024	873847	Century Link	Public Safety	$ 46.19	Crime Prevention Alarm
09/03/2024	873847	Century Link	Public Safety	$ 119.32	Fire

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	873847	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
09/03/2024	873847	Century Link	Public Safety	$ 59.20	Fire 5 911 Line
09/03/2024	873847	Century Link	Public Safety	$ 35.19	Fire Maintenance Shop
09/03/2024	873847	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
09/03/2024	873847	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
09/03/2024	873847	Century Link	Solid Waste	$ 84.38	Solid Waste Landfill
09/03/2024	873847	Century Link	Solid Waste	$ 187.10	SW Landfill
09/03/2024	873847	Century Link	Street/Traffic	$ 35.19	PW Traffic 3728 McDougall
09/03/2024	873847	Century Link	Street/Traffic	$ 49.20	PW Traffic Signal 24 Central
09/03/2024	873847	Century Link	Wastewater	$ 56.33	PUD Sahara Sand Lift Station
09/03/2024	873847	Century Link	Water	$ 39.44	PUD Alarm Water Tower
09/03/2024	873854	County Water District Of Blngs Heights	Park Dist 1	$ 27.63	water charges for arrowhead - 13137
09/03/2024	873854	County Water District Of Blngs Heights	Park Dist 1	$ 2,618.85	water charges for arrowhead - 13138
09/03/2024	873854	County Water District Of Blngs Heights	Park Dist 1	$ 3,403.37	water charges for hawthorne- 08163
09/03/2024	873854	County Water District Of Blngs Heights	Parks Maint	$ 3,114.88	water charges for frances- 16219
09/03/2024	873854	County Water District Of Blngs Heights	Parks Maint	$ 1,513.20	water charges for luthern- 10112
09/03/2024	873854	County Water District Of Blngs Heights	Parks Maint	$ 1,339.84	water charges for rolling hills- 09174
09/03/2024	873854	County Water District Of Blngs Heights	Parks Maint	$ 4,753.28	water charges for twin oaks - 17196
09/03/2024	873854	County Water District Of Blngs Heights	Parks Maint	$ 2,085.30	water charges for unita - 17140
09/03/2024	873854	County Water District Of Blngs Heights	Parks Maint	$ 1,868.48	water charges for walden grove - 30388
09/03/2024	873861	Dakota Supply Group	Street/Traffic	$ 185.56	inv#S103997973.001valve box riser
09/03/2024	873861	Dakota Supply Group	Water	$ 822.77	4" X 20" CI-FC REPAIR CLAMP - F1-514 X 20 SH
09/03/2024	873861	Dakota Supply Group	Water	$ 190.53	6" TYTON PUSH-ON GASKET
09/03/2024	873861	Dakota Supply Group	Water	$ 1,558.29	6" X 20" CI FC CLAMP - F1-724 X 20 X SH
09/03/2024	873861	Dakota Supply Group	Water	$ 1,202.86	8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH
09/03/2024	873861	Dakota Supply Group	Water	$ 265.91	Parts for service repair
09/03/2024	873861	Dakota Supply Group	Water	$ 6,050.67	PBD-035 3/4" stiffeners for water servic
09/03/2024	873861	Dakota Supply Group	Water	$ 75.18	Pipe for Service Repair
09/03/2024	873861	Dakota Supply Group	Water	$ 2,089.29	TYLER 24" EXTENSION - SCREW TYPE 6860 30B
09/03/2024	873863	Data Imaging System	Building	$ 8,827.41	Document Scanning Project
09/03/2024	873865	David Brakke	Park Dist 1	$ 2,700.00	church dinner cancelled at north
09/03/2024	873870	Diesel Xtreme	Public Safety	$ 5,000.00	1686, used grey 40' conex box for storage
09/03/2024	873873	Downtown Billings BID	Downtown BID	$ 24,325.00	Draw 1 Light Bike Trail reimbursement

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	873874	Downtown Billings Partnership	Tax Incrmnt N27	$ 26,383.92	DT TIF Operating agreement for FY25
09/03/2024	873876	DXP Enterprises	Public Safety	$ 2,637.74	BAUER KIT -0439 KIT REG ENMET TEST GAS
09/03/2024	873877	Earth Movers Excavation	St Maint Dist	$ 3,145.07	Retainage Release Final
09/03/2024	873877	Earth Movers Excavation	SID Const	$ 1,206.56	Retainage Release Final
08/28/2024	347135	EBMS Import	City Ins Fund	$ 9,363.98	EBMS INSURANCE PAYMENTS
08/28/2024	347137	EBMS Import	City Ins Fund	$ 22,802.48	EBMS INSURANCE PAYMENTS
08/28/2024	347146	EBMS Import	City Ins Fund	$ 3,617.36	EBMS INSURANCE PAYMENTS
08/28/2024	347148	EBMS Import	City Ins Fund	$ 4,881.00	EBMS INSURANCE PAYMENTS
08/28/2024	347161	EBMS Import	City Ins Fund	$ 13,478.72	EBMS INSURANCE PAYMENTS
08/28/2024	347177	EBMS Import	City Ins Fund	$ 2,902.09	EBMS INSURANCE PAYMENTS
08/28/2024	347181	EBMS Import	City Ins Fund	$ 6,032.55	EBMS INSURANCE PAYMENTS
08/28/2024	347189	EBMS Import	City Ins Fund	$ 3,469.90	EBMS INSURANCE PAYMENTS
08/28/2024	347207	EBMS Import	City Ins Fund	$ 2,614.85	EBMS INSURANCE PAYMENTS
08/28/2024	347209	EBMS Import	City Ins Fund	$ 6,931.98	EBMS INSURANCE PAYMENTS
08/28/2024	347210	EBMS Import	City Ins Fund	$ 2,516.44	EBMS INSURANCE PAYMENTS
08/28/2024	347229	EBMS Import	City Ins Fund	$ 4,580.00	EBMS INSURANCE PAYMENTS
08/28/2024	347232	EBMS Import	City Ins Fund	$ 6,822.99	EBMS INSURANCE PAYMENTS
08/28/2024	347249	EBMS Import	City Ins Fund	$ 2,659.40	EBMS INSURANCE PAYMENTS
08/28/2024	347274	EBMS Import	City Ins Fund	$ 9,032.52	EBMS INSURANCE PAYMENTS
08/28/2024	347277	EBMS Import	City Ins Fund	$ 23,692.15	EBMS INSURANCE PAYMENTS
08/28/2024	347279	EBMS Import	City Ins Fund	$ 3,383.06	EBMS INSURANCE PAYMENTS
08/28/2024	347281	EBMS Import	City Ins Fund	$ 21,984.05	EBMS INSURANCE PAYMENTS
08/28/2024	347282	EBMS Import	City Ins Fund	$ 6,844.54	EBMS INSURANCE PAYMENTS
08/28/2024	347283	EBMS Import	City Ins Fund	$ 4,319.80	EBMS INSURANCE PAYMENTS
08/28/2024	347288	EBMS Import	City Ins Fund	$ 2,974.01	EBMS INSURANCE PAYMENTS
08/28/2024	347306	EBMS Import	City Ins Fund	$ 4,621.34	EBMS INSURANCE PAYMENTS
08/28/2024	347319	EBMS Import	City Ins Fund	$ 13,332.93	EBMS INSURANCE PAYMENTS
09/03/2024	873884	Ferguson Enterprises	Water	$ 848.34	5-1/4" SAFETY FLANGE REPAIR KIT CENTURION
09/03/2024	873884	Ferguson Enterprises	Water	$ 474.51	8" MJ ONE-LOK SLCP ACC REST F/PVC
09/03/2024	873884	Ferguson Enterprises	Water	$ 711.78	8" MJ ONE-LOK SLCP ACC REST F/PVC
09/03/2024	873884	Ferguson Enterprises	Water	$ 1,269.90	Water Chemical
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 34.90	X401192525.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 1,732.62	X401192525.01

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 62.50	X401192525.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 5.00	X401192526.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 164.88	X401192526.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 14.50	X401192577.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 225.28	X401192577.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 35.00	X401192734.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 294.36	X401192734.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 67.50	X401192742.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 31.51	X401192742.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 101.25	X401192742.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 17.50	X401192752.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 101.25	X401192752.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 50.00	X401192753.01
09/03/2024	873886	Floyd's Truck Center WY	Fleet	$ 202.50	X401192753.01
09/03/2024	873887	Geveko Markings	Street/Traffic	$ (8,068.27)	overcharge on invoice
09/03/2024	873887	Geveko Markings	Street/Traffic	$ 4,463.76	heat tape
09/03/2024	873887	Geveko Markings	Street/Traffic	$ 3,538.20	heat tape rebilled after over charge
09/03/2024	873887	Geveko Markings	Street/Traffic	$ 3,131.77	heat tape
09/03/2024	873887	Geveko Markings	Street/Traffic	$ 2,741.00	inv#10305014793heat gun for heat tape
09/03/2024	873893	Hach Company	Water	$ 502.65	calibration vial for turb meter
09/03/2024	873893	Hach Company	Water	$ 2,793.30	Staples 1 of 2 CL 17's
09/03/2024	873894	Hamilton Mechanical	Public Safety	$ 6,134.00	Replace furnace- Fire Marshall Bureau Office FS1
09/03/2024	873901	Hawkins	General	$ 2,254.38	pool chemicals for pools - 6845908
09/03/2024	873901	Hawkins	Water	$ 10.00	Chapple Chlorine demurrage fees
09/03/2024	873901	Hawkins	Water	$ 1,441.68	Chlorine for Chapple Pump Station
09/03/2024	873901	Hawkins	Water	$ 3,408.11	chlorine for staples pump station
09/03/2024	873902	High Point Networks	Phone System	$ 30,324.00	Annual Mitel Gold Renewal thru 10/29/2025
09/03/2024	873902	High Point Networks	Phone System	$ 1,899.56	Mitel Call Nuisance License coterm w/ ann support
09/03/2024	873906	InfoSend	P.W. Admin	$ 2,188.01	Statement Processing 07/16/2024-07/25/20
09/03/2024	873906	InfoSend	P.W. Admin	$ 5,697.20	Statement Processing 07/16/2024-07/25/20
09/03/2024	873906	InfoSend	Solid Waste	$ 1,227.20	Infosend Programming Fee: To Process Sta
09/03/2024	873906	InfoSend	Wastewater	$ 1,227.20	Infosend Programming Fee: To Process Sta
09/03/2024	873906	InfoSend	Water	$ 1,705.60	Infosend Programming Fee: To Process Sta

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09/03/2024	873908	Interstate Batteries	Fleet	$ 356.85	52037796
09/03/2024	873908	Interstate Batteries	Fleet	$ 554.75	52037796
09/03/2024	873908	Interstate Batteries	Water	$ 2,305.17	Briarwood Solar Batteries
09/03/2024	873905	I-State Truck	Fleet	$ 242.50	C251378117.02
09/03/2024	873905	I-State Truck	Fleet	$ 45.00	C251378117.02
09/03/2024	873905	I-State Truck	Fleet	$ 556.41	C251379027.01
09/03/2024	873905	I-State Truck	Fleet	$ 743.68	C251379086.01
09/03/2024	873905	I-State Truck	Fleet	$ 244.37	C251379086.01
09/03/2024	873905	I-State Truck	Fleet	$ 533.79	C251379088.01
09/03/2024	873905	I-State Truck	Fleet	$ 390.24	C251379089.01
09/03/2024	873905	I-State Truck	Fleet	$ 7.02	C251379098.01
09/03/2024	873905	I-State Truck	Fleet	$ (115.00)	C251379134.01
09/03/2024	873905	I-State Truck	Fleet	$ (244.37)	C251379136.01
09/03/2024	873905	I-State Truck	Fleet	$ 5.23	C251379147.01
09/03/2024	873905	I-State Truck	Fleet	$ 110.08	C251379253.01
09/03/2024	873905	I-State Truck	Fleet	$ 30.00	C251379253.01
09/03/2024	873905	I-State Truck	Fleet	$ 166.96	C251379379.01
09/03/2024	873905	I-State Truck	Fleet	$ 162.46	C251379379.01
09/03/2024	873905	I-State Truck	Fleet	$ 121.48	C251379379.01
09/03/2024	873905	I-State Truck	Fleet	$ 287.10	C251379457.01
09/03/2024	873905	I-State Truck	Fleet	$ 771.96	C251379457.01
09/03/2024	873905	I-State Truck	Fleet	$ 157.04	C251379601.01
09/03/2024	873905	I-State Truck	Fleet	$ 40.99	C251379601.01
09/03/2024	873905	I-State Truck	Wastewater	$ 65.49	C251380253.01- VALVE
09/03/2024	873905	I-State Truck	Wastewater	$ 20.74	C251380580.01- REINFORCEMENTASSY-CVX R400 H
09/03/2024	873905	I-State Truck	Water	$ 65.48	C251380253.01- VALVE
09/03/2024	873905	I-State Truck	Water	$ 20.75	C251380580.01- REINFORCEMENTASSY-CVX R400 H
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 27.30	P02053
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 29.64	P02053
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 29.59	P02053
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 3.34	P02053
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 0.87	P02053
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 18.87	P02053

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 242.74	P02074
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 48.00	P02077
09/03/2024	ACH	Joe Johnson Equipment	Fleet	$ 119.51	P02077
09/03/2024	ACH	Joe Johnson Equipment	Street/Traffic	$ 6,325.00	inv#P02136wire for sweeper brooms
09/03/2024	873917	L N Curtis & Sons	Fleet	$ 173.11	846213
09/03/2024	873917	L N Curtis & Sons	Fleet	$ 8,770.00	846213
09/03/2024	873917	L N Curtis & Sons	Fleet	$ 200.00	849126
09/03/2024	873917	L N Curtis & Sons	Fleet	$ 15.00	849126
09/03/2024	873917	L N Curtis & Sons	Fleet	$ 147.63	849126
09/03/2024	873924	McCrometer	Wastewater	$ 200.15	Flo-Dar Sensor Assy. Shipping Charge Inv 609217
09/03/2024	873924	McCrometer	Wastewater	$ 9,425.00	Flo-Dar Sensor Assy; Invoice 609217
09/03/2024	873925	Mckinstry	Stillwater Const	$ 2,800.00	Independent 3rd party comm svcs of the Stillwater
09/03/2024	873932	Montana Dakota Utilities CNG	Solid Waste	$ 3,124.37	91224
09/03/2024	873932	Montana Dakota Utilities CNG	Solid Waste	$ 5.74	91224
09/03/2024	873933	Montana Dakota Utilities Co	Engineering	$ 22.08	595 373 1000 1
09/03/2024	873933	Montana Dakota Utilities Co	Facilities	$ 139.00	130 733 1000 8
09/03/2024	873933	Montana Dakota Utilities Co	Facilities	$ 64.40	375 963 4481 4
09/03/2024	873933	Montana Dakota Utilities Co	Facilities	$ 254.87	757 633 1000 2
09/03/2024	873933	Montana Dakota Utilities Co	Facilities	$ 133.59	929 780 1000 4
09/03/2024	873933	Montana Dakota Utilities Co	Facilities	$ 151.37	989 733 1000 0
09/03/2024	873933	Montana Dakota Utilities Co	Facilities	$ 73.19	993 733 1000 4
09/03/2024	873933	Montana Dakota Utilities Co	Library	$ 372.63	219 924 4851 0
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 68.70	061 943 1000 6
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 93.08	112 138 9381 8
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 26.41	371 101 1000 6
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 35.26	437 780 1000 9
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 35.01	571 295 3342 8
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 23.80	703 760 1000 8
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 351.81	879 660 1000 8
09/03/2024	873933	Montana Dakota Utilities Co	Park Dist 1	$ 32.15	927 890 1000 3
09/03/2024	873933	Montana Dakota Utilities Co	Parking	$ 22.08	717 353 1000 6
09/03/2024	873933	Montana Dakota Utilities Co	Parking	$ 22.08	799 152 1209 0
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 22.08	062 907 9494 7

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09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 181.54	169 233 1000 3	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 101.32	442 190 1000 4	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 22.08	514 117 0478 9	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 95.34	533 653 1000 1	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 74.68	602 589 7178 1	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 108.27	668 670 1000 2	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 36.97	672 860 1000 3	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 83.67	885 880 1000 4	
09/03/2024	873933	Montana Dakota Utilities Co	Public Safety	$ 23.06	930 442 2308 4	
09/03/2024	873933	Montana Dakota Utilities Co	Solid Waste	$ 110.88	284 225 1320 1	
09/03/2024	873933	Montana Dakota Utilities Co	Solid Waste	$ 101.32	602 680 9335 2	
09/03/2024	873933	Montana Dakota Utilities Co	Solid Waste	$ 23.55	770 390 1000 2	
09/03/2024	873933	Montana Dakota Utilities Co	Transit	$ 107.86	962 880 1000 0	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 741.38	293 780 1000 2	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 1,482.76	293 780 1000 2	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 741.38	293 780 1000 2	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 43.47	310 490 1000 7	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 52.63	410 490 1000 6	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 0.18	596 733 1000 5	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 6.47	713 064 3190 0	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 68.34	735 453 1000 2	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 7.10	843 879 2205 1	
09/03/2024	873933	Montana Dakota Utilities Co	Wastewater	$ 70.39	868 563 1000 7	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 36.16	010 490 1000 0	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 76.92	076 225 9180 3	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 24.13	110 490 1000 9	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 22.08	162 660 1000 4	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 23.55	209 077 5055 6	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 24.13	210 490 1000 8	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 130.40	310 490 1000 7	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 1.12	373 580 1000 9	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 1.12	373 580 1000 9	
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 52.63	410 490 1000 6	

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09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 106.38	500 490 1000 7
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 24.13	510 490 1000 5
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 23.55	527 033 1000 4
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 10.93	541 380 1000 1
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 23.55	566 923 1000 8
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 11.77	600 490 1000 6
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 11.78	600 490 1000 6
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 23.55	610 490 1000 4
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 23.55	666 923 1000 7
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 31.01	700 490 1000 5
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 69.26	800 490 1000 4
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 23.55	832 001 1000 1
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 107.50	900 490 1000 3
09/03/2024	873933	Montana Dakota Utilities Co	Water	$ 6.44	921 580 1000 6
09/03/2024	873936	Montana Muscle Movers	Stillwater Const	$ 9,830.00	Miller Building Moving ExpensesFinal Bill
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 237.06	100658BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 144.18	100689BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 65.00	100689BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 55.86	100689BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 238.90	100689BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 8,805.20	97157BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 88.00	97157BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 91.36	98427BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 45.75	98464BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 21.15	98464BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 553.91	98464BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 210.42	98557BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 388.29	98856BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ 447.32	98977BL
09/03/2024	873937	Montana Peterbilt LLC	Fleet	$ (6.25)	CM96890BL
09/03/2024	873939	MT Violent Crime Investigation Assoc	Public Safety	$ 2,025.00	2024-07, MVCIA conference in Billings , MT
09/03/2024	873939	MT Violent Crime Investigation Assoc	Public Safety	$ 675.00	2024-07, MVCIA conference in Billings , MT
09/03/2024	873942	Motorola Solutions	Public Safety	$ 14,950.00	8281926499

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09/03/2024	873949	Northern Hotel	Airport	$ 8,563.00	MT. Air Service Rendezvous Meeting
09/03/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 108.04	Admin Bldg Sewer Vent Repair
09/03/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 719.13	new nonpotable valve for sluice troughs
09/03/2024	ACH	Northwest Pipe Fittings	Wastewater	$ 1,800.00	water cooler/bottle filler
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 47.96	1 1/2" X 1 1/4" BELL - REDUCER P/N: 0405950
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 107.92	1" BALL VALVE-NIBCO- T580 P/N: 1196849
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 98.56	1" COMP X MIP ADAPTER CTS - H1 P/N: 2110283
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 15.30	1/8" X 4" BRASS NIPPLE - (0430055)
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 45.72	2 X 3/4 BRASS HEX BUSHING - - P/N: 0406421
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 91.44	2 X 3/4 BRASS HEX BUSHING - - P/N: 0406421
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 91.44	2 X 3/4 BRASS HEX BUSHING - - P/N: 0406421
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 234.83	2" x 100' 10 MIL POLY TAPE P/N: 1891750
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 187.20	3/4 COMP X MIP ADAPTER CT - S
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 66.29	3/4" BRASS 90° STREET ELBOW - (0408094)
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 1,007.10	3/4" CC X COMP CORP STOP - (74701BQ34)
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 24,453.12	3/4" E-CODER WALL CU/FT METER W/RECPT
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 1,123.00	5/8" PIT REGISTER HEAD E-CODER - 202NS90607
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 5,615.00	5/8" PIT REGISTER HEAD E-CODER - 202NS90607
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 356.58	681920 7/8" SHELL CUTTER - 1" TAP
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 43.60	BLACK NIPPLE 1-1/4" X 3" P/N: 0451272
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 54.20	BLACK NIPPLE 1-1/4" X 4" P/N: 0451298
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 17.66	Filter aid bypass
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 160.00	Filter Aid for bypass line
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 6.46	METER SEAL PINS
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 842.90	PBD-027..2" plugs for pipe bursting
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 157.85	R900 MIU W/6' WIRE 13442- - 200 ENHANCED PIT
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 44.05	staples sprinkler repair
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 352.56	V-16 VALVE BOX BASE - OVAL TYLER 160
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 304.96	valves for filter aid
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 312.00	VLV BOX RISER #69A SLIP - TYPE P/N: 1781016
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 312.00	VLV BOX RISER #69A SLIP - TYPE P/N: 1781016
09/03/2024	ACH	Northwest Pipe Fittings	Water	$ 15.27	Volker #2 Pump repair Parts
09/03/2024	873952	NorthWestern Energy	Airport	$ 40,847.86	0100482-9. Vault Main Account. August 2024

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09/03/2024	873952	NorthWestern Energy	Airport	$ 519.17	0712792-1. IP-7. August 2024
09/03/2024	873952	NorthWestern Energy	Airport	$ 1,680.01	0712800-2. IP-9. August 2024
09/03/2024	873952	NorthWestern Energy	Airport	$ 230.94	0712809-3. IP-11 Alpine. August 2024
09/03/2024	873952	NorthWestern Energy	Airport	$ 238.00	2001848-7. Detail Bay 1 Hertz. August 2024
09/03/2024	873952	NorthWestern Energy	Engineering	$ 1,216.59	1741314-7
09/03/2024	873952	NorthWestern Energy	Engineering	$ 26.68	Depot parking lot
09/03/2024	873952	NorthWestern Energy	Facilities	$ 9,568.56	0100507-3
09/03/2024	873952	NorthWestern Energy	Facilities	$ 11,406.14	3927205-9
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 1,698.18	0100506-5
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 195.04	0712683-2
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 869.05	0722257-3
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 417.68	0722260-7
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 50.78	0722261-5
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 62.00	0722262-3
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 213.66	0722265-6
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 13.88	0723027-9
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 187.09	0723044-4
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 57.55	0723051-9
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ -	0723052-7
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 989.65	0723170-7
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
09/03/2024	873952	NorthWestern Energy	Park Dist 1	$ 8.70	4081700-9
09/03/2024	873952	NorthWestern Energy	Parking	$ 463.68	0720829-1
09/03/2024	873952	NorthWestern Energy	Parking	$ 1,685.08	0720834-1
09/03/2024	873952	NorthWestern Energy	Parking	$ 1,232.10	1569636-2
09/03/2024	873952	NorthWestern Energy	Parking	$ 1,302.24	1594282-4
09/03/2024	873952	NorthWestern Energy	Parks Maint	$ 191.67	1059093-3
09/03/2024	873952	NorthWestern Energy	Public Safety	$ 2,732.70	0100476-1 August Electric Station 1
09/03/2024	873952	NorthWestern Energy	Public Safety	$ 936.14	0712537-0
09/03/2024	873952	NorthWestern Energy	Public Safety	$ 503.21	0720840-8
09/03/2024	873952	NorthWestern Energy	Public Safety	$ 223.40	1984150-1
09/03/2024	873952	NorthWestern Energy	Public Safety	$ 825.28	1984155-0

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	873952	NorthWestern Energy	Public Safety	$ 3,577.59	3448739-7
09/03/2024	873952	NorthWestern Energy	Radio	$ 336.73	0721580-9
09/03/2024	873952	NorthWestern Energy	Transit	$ 27.90	0712764-0
09/03/2024	873952	NorthWestern Energy	Transit	$ 226.37	1784756-7
09/03/2024	873952	NorthWestern Energy	Wastewater	$ 271.08	822 Shiloh Crossing Blvd Lift...July 202
09/03/2024	873952	NorthWestern Energy	Water	$ 15,791.98	0100540-4
09/03/2024	873952	NorthWestern Energy	Water	$ 9,943.48	0723043-6
09/03/2024	873953	Olympic Sales	Fleet	$ 323.03	14842
09/03/2024	873953	Olympic Sales	Fleet	$ 3,033.02	14842
09/03/2024	873953	Olympic Sales	Fleet	$ 296.56	14864
09/03/2024	873953	Olympic Sales	Fleet	$ 955.47	14864
09/03/2024	873953	Olympic Sales	Fleet	$ 720.24	14922
09/03/2024	873957	Peterson Office Furniture	Stillwater Const	$ 360,837.01	procurement/installation of furniture 316 N. 26th St
09/03/2024	ACH	RDO Equipment	Solid Waste	$ (75.00)	CORE RETURN ALTERNATOR REMA LANDFILL UNIT 0269
09/03/2024	ACH	RDO Equipment	Solid Waste	$ (281.92)	Credit P3402012. Filter Element for Landfill unit 0263.
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,539.20	Filter Elements and air filters for Landfill unit 0263.
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 845.67	HOSE/S&H/CLMP/HZRDS MTL/SRV ACCESS
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 235.25	HTR HSE/SRV ACCESS/HZRDS MTL
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 85.50	HZRDS MTL/SRV ACCESS
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,253.70	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,528.80	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,680.00	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,749.30	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 2,250.00	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 2,520.00	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 2,648.10	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 570.00	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 950.00	LABOR
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 5,280.92	MOTOR/SHRD/ALTERNTR/S&H/NTS/BRK CLN
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,532.96	NUTS/CAPSCRW/HZRDS MTL/SRV ACCS
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,217.10	SWTCH/WRNG HRNS/BTTRY CBL/S&H/HZRDS MTL
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 3,585.00	T-PANEL/CPU MDL/HDRV/RGGD BMPR/MC
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 1,271.51	V-BELT/ALTERNATOR/HZRDS MTL/SRV ACCESS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	ACH	RDO Equipment	Solid Waste	$ 2,916.80	VX7 DZR/COMP/LD/ RAMKIT/SRV ACCESS
09/03/2024	873967	Reliable Mechanical & Controls	Facilities	$ 4,999.50	8/24 Monthly Maintenance/Repair at the Stillwater
09/03/2024	873971	Signature Painters & Staining	Tax Incrmnt N27	$ 30,000.00	prep and paint skypoint structure
09/03/2024	873973	Solid Waste Systems	Fleet	$ 1,732.28	171539
09/03/2024	873973	Solid Waste Systems	Fleet	$ 26.75	171539
09/03/2024	873973	Solid Waste Systems	Fleet	$ 3,055.80	171542
09/03/2024	873973	Solid Waste Systems	Fleet	$ 27.47	171542
09/03/2024	873973	Solid Waste Systems	Fleet	$ 471.54	171709
09/03/2024	873973	Solid Waste Systems	Fleet	$ 416.42	171709
09/03/2024	873973	Solid Waste Systems	Fleet	$ 104.56	171709
09/03/2024	873973	Solid Waste Systems	Fleet	$ 634.56	171713
09/03/2024	873973	Solid Waste Systems	Fleet	$ 18.59	171713
09/03/2024	873973	Solid Waste Systems	Fleet	$ 88.56	171713
09/03/2024	873973	Solid Waste Systems	Fleet	$ 162.99	171718
09/03/2024	873973	Solid Waste Systems	Fleet	$ 17.22	171718
09/03/2024	873973	Solid Waste Systems	Fleet	$ 285.84	171830
09/03/2024	873973	Solid Waste Systems	Fleet	$ 27.79	171830
09/03/2024	873973	Solid Waste Systems	Fleet	$ 204.99	171941
09/03/2024	873973	Solid Waste Systems	Fleet	$ 289.26	171941
09/03/2024	873973	Solid Waste Systems	Fleet	$ 909.45	171941
09/03/2024	873973	Solid Waste Systems	Fleet	$ 20.99	171944
09/03/2024	873973	Solid Waste Systems	Fleet	$ 207.34	171944
09/03/2024	873973	Solid Waste Systems	Fleet	$ 205.34	171944
09/03/2024	873973	Solid Waste Systems	Fleet	$ 21.55	172023
09/03/2024	873973	Solid Waste Systems	Fleet	$ 65.80	172023
09/03/2024	873978	Steepworld	Public Safety	$ 7,372.45	Rescue Equipment
09/03/2024	ACH	Town & Country Supply	Fleet	$ 4,926.59	442140
09/03/2024	ACH	Town & Country Supply	Fleet	$ 8,646.26	442140
09/03/2024	ACH	Town & Country Supply	Fleet	$ 17,373.22	442514
09/03/2024	ACH	Town & Country Supply	Fleet	$ 2.81	442514
09/03/2024	ACH	Town & Country Supply	Fleet	$ 10,738.78	442514
09/03/2024	ACH	Town & Country Supply	Public Safety	$ 1,890.66	FUEL STATION 1
09/03/2024	ACH	Town & Country Supply	Public Safety	$ 498.18	FUEL STATION 5

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	ACH	Town & Country Supply	Solid Waste	$ 19,760.34	442236
09/03/2024	ACH	Town & Country Supply	Transit	$ 5,727.40	442135. 2000 Gallons Unleaded
09/03/2024	ACH	Town & Country Supply	Wastewater	$ 507.50	Premium Unleaded.. 150 gallons WWTP
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 881.92	BATTERY/CNSMBLS/ENVIRO FEE
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 312.30	BRTHR/FLTR/PLG/FLTR/OIL/DEO-ULS/ CNSMBLS
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 39.41	CNSMBLS; ENVIRO FEE
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 52.64	CNSMLS/ENVIRO FEE
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 1,434.37	CONN 90/6MM 2LN GRSE/FTG/CPLNG CONN/
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ (39.41)	CREDIT MEMO BLWO0235929 - CNSMBLS/ENVIRO FEE
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ (563.00)	CREDIT MEMO BLWO0235929 - LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 341.94	Elements for Landfill unit 0201.
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 840.48	Elements for Landfill unit 0201.
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 408.30	ELMT/OIL/CNSMBLS/ENVIRO FEE
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 203.13	FLNGE/SL-O-RNG/CM-GRD-HOS/CPLNG AS/CPLNG/HS
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 655.08	FLTRS/ELMTS/ENG OIL/CNSMBLS/ENVIRO FEE
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 1,935.15	FLTRS/SL-OR-RNG/FLTR KT/CRTG AIR DRY/FLTR/OIL
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 534.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 3,202.00	Labor
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 2,368.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 1,066.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 1,068.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 1,122.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 712.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 712.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 752.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 752.00	LABOR
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 563.00	Labor.
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 458.31	ROLL PIN 2" LNG/CNSMBLS/ENVIRO FEE
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 281.49	SL KT/BRTHR/FLT/ELMTS/FLTS/PLGS/OIL/DEO-ULS
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 3,804.92	T & E assisted with compost conveyor at Landfill.
09/03/2024	ACH	Tractor & Equipment	Solid Waste	$ 3,138.31	assisted with unloading compost conveyor from truck
09/03/2024	ACH	Tractor & Equipment	Wastewater	$ 319.56	BLCS0843885- GUARD COR
09/03/2024	ACH	Tractor & Equipment	Water	$ 319.56	BLCS0843885- GUARD COR

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/03/2024	873986	Tyler Technologies	General	$ 7,144.15	Tax Wise PO's 23-000683 & 24-000854
09/03/2024	873986	Tyler Technologies	General	$ 2,726.00	Tax Wise PO's 23-000683 & 24-000854
09/03/2024	873988	Van Arsdale Construction	CDBG	$ 102,459.30	Construction Agreement / 1709 Saint Johns Ave.
09/03/2024	873998	Yellowstone Valley Animal Shelter	Public Safety	$ 3,490.00	care of court hold dog #155591
09/03/2024	873998	Yellowstone Valley Animal Shelter	Public Safety	$ 27,288.32	contract
09/03/2024	873999	Yellowstone Valley Elec	Solid Waste	$ 985.32	Electricity service at Landfill Compost site
09/03/2024	873999	Yellowstone Valley Elec	Solid Waste	$ 467.33	Electricity service at Landfill Flare
09/03/2024	873999	Yellowstone Valley Elec	Solid Waste	$ 3,117.75	Electricity service at Landfill

Date:	10/14/2024
Title:	Payment of Claims for week of September 9th, 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 $3,190,864.27 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 09092024

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874000	A-1 Landscaping & Nursery	Library	$ 9,864.00	landscaping mntnce, sprinkler repair, aphid spray 7/24
09/09/2024	874000	A-1 Landscaping & Nursery	Library	$ 2,309.00	landscaping maintenance 8/24
09/09/2024	874001	Ace Electric Inc	Wastewater	$ 1,875.00	RedWing...20240810015304
09/09/2024	874001	Ace Electric Inc	Wastewater	$ 1,875.00	RedWing...20240810015304
09/09/2024	874001	Ace Electric Inc	Wastewater	$ 119.15	Service call for Air handler..
09/09/2024	874001	Ace Electric Inc	Water	$ 357.47	Service call for Air handler..
09/09/2024	874002	AD Creative Group	Airport	$ 2,750.00	000831_Fall 2024 Publications and BSJ Digital Banners
09/09/2024	874004	Advanced Engin and Enviro	Water	$ 3,582.00	WO 23-96 WTP Intake #2 Catwalk Renovations/ Pmt 8
09/09/2024	ACH	Alfa Laval	Wastewater	$ 78,541.72	Refurbish the DS401 Rotating Assembly; Invoice # 285756498
09/09/2024	ACH	Alfa Laval	Wastewater	$ 2,700.00	Refurbish the DS401 Rotating Assembly; Invoice # 285756498
09/09/2024	874007	Altitude Signal	Street/Traffic	$ 36,740.00	quote #004218 gridsmart cameras
09/09/2024	874007	Altitude Signal	Street/Traffic	$ 14,801.00	signal luminaires
09/09/2024	874009	Beartooth Environmental	Solid Waste	$ 19,483.99	Manifests. Drummed waste shpmnt 8/1/24
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	553178835, SANE 2023-029
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	554451209, SANE 2023-080
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	556231508, SANE 2023-137
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557311809, SANE 2024-019
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557806501, SANE 2024028
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557806502, SANE 2024-030
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557832381, SANE
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557847089, SANE 24-21344
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557928760, SANE 2022-045
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557928764, SANE 2022-127 22-65899
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	557928810, SANE 2024-017
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	558003286, SANE 2024-044
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	558089097, SANE 2024-002
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	558187186, SANE 2022-141
09/09/2024	874013	Billings Clinic	Public Safety	$ 600.00	558417302, SANE 2024-011
09/09/2024	874013	Billings Clinic	Public Safety	$ 185.00	558605355, legal blood draw 24-34944
09/09/2024	874016	Bradford Roof Management	Library	$ 11,113.16	repair window leak - 2nd floor
09/09/2024	874017	Brinkmann Instruments	Water	$ 33,075.31	IC ECO Package for EPA 300, Lab Equipment
09/09/2024	874017	Brinkmann Instruments	Water	$ 3,035.00	IC ECO Package for EPA 300, Lab Equipment
09/09/2024	874017	Brinkmann Instruments	Water	$ 53.00	IC ECO Package for EPA 300, Lab Equipment

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874017	Brinkmann Instruments	Water	$ 35.00	SHIPPING AND HANDLING
09/09/2024	874017	Brinkmann Instruments	Water	$ 459.14	SHIPPING AND HANDLING
09/09/2024	874026	Colstrip Electric	Solid Waste	$ 4,000.00	WO 2046 Hydraulic Re-Wire, Will R.
09/09/2024	874028	Community Seven	General	$ 8,758.00	PEG Fees April 1, 2024 to June 30, 2024; FY24 Qtr4
09/09/2024	874029	Community Solutions	Court Grants	$ 2,240.00	24 Aug. CSI DUI
09/09/2024	874029	Community Solutions	Court Grants	$ 1,930.00	24 Aug. CSI SAMHSA
09/09/2024	874030	Cop Construction	Solid Waste	$ 32,085.84	WO 20-46 Landfill Compost Facility
09/09/2024	874038	Cushing Terrell	St Maint Dist	$ 5,367.10	WO 23-45 Street/Traffic Remote Salt Storage Bldg
09/09/2024	874040	Dakota Supply Group	Water	$ 1,176.13	8" GRIP RING ACCESSORY PACK P/N: 2420905
09/09/2024	874040	Dakota Supply Group	Water	$ 630.50	PIPE BURSTING - 8" X 3/4" TAPPING SADDLE
09/09/2024	874040	Dakota Supply Group	Water	$ 2,520.00	PVC Pipe...PBD035
09/09/2024	874044	Dick Anderson Construction	Wastewater	$ 348,145.41	WO 20-44 WRF Nutrient Recovery Improvements
09/09/2024	874046	DOWL	Storm Sewer	$ 3,037.50	WO 24-26 Stormwater Master Plan
09/09/2024	874047	Earth Movers Excavation	St Maint Dist	$ 2,655.43	Retainage Release FINAL
09/09/2024	874047	Earth Movers Excavation	Water	$ 7,488.82	Retainage Release FINAL
09/09/2024	874047	Earth Movers Excavation	SID Const	$ 1,096.30	Retainage Release FINAL
09/09/2024	ACH	Eldorado National CA	Transit	$ 22.47	90869676_Unit #1832_Shipping
09/09/2024	ACH	Eldorado National CA	Transit	$ 1,500.00	90869676_Unit#1832_DEF Tank Head Assm
09/09/2024	ACH	Eldorado National CA	Transit	$ 3,000.00	90869677_DEF Tank with Head
09/09/2024	ACH	Eldorado National CA	Transit	$ 33.99	90869677_Shipping
09/09/2024	ACH	Eldorado National CA	Transit	$ 489.46	90870346_Coolant Valve
09/09/2024	ACH	Eldorado National CA	Transit	$ 14.06	90870346_Shipping
09/09/2024	874049	Executive Cleaning	Library	$ 1,644.00	78608
09/09/2024	874049	Executive Cleaning	Library	$ 1,698.00	78627
09/09/2024	874053	Graphic Imprints	Library	$ 7,139.87	N113474 Library tote bags
09/09/2024	874053	Graphic Imprints	Park Dist 1	$ 288.00	jerseys for miracle league - invoice
09/09/2024	ACH	Great West Engineering	Solid Waste	$ 1,698.00	WO 20-46 Landfill Compost Facility; Pmt 22
09/09/2024	ACH	Great West Engineering	Solid Waste	$ 3,380.10	WO 25-07 Horizontal Landfill Gas Collector Construction
09/09/2024	ACH	Great West Engineering	Solid Waste	$ 1,136.50	WO 25-15 Landfill Paving...
09/09/2024	874054	Hach Company	Water	$ 597.20	PH probe for west flume
09/09/2024	874054	Hach Company	Water	$ 21,429.47	Streaming current for coagulant dosing
09/09/2024	874057	Hawkins	Water	$ 19,000.00	chlorine for process
09/09/2024	874057	Hawkins	Water	$ 19,000.00	Chlorine for Process

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874057	Hawkins	Water	$ 47.72	chlorine PBD-035
09/09/2024	874057	Hawkins	Water	$ 31,051.10	Coagulant for process..PW-WTP
09/09/2024	874057	Hawkins	Water	$ 29,874.52	Cooagulant for Process
09/09/2024	ACH	HDR	Engineering	$ 461.01	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	Light Maint	$ 119.32	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	P.W. Admin	$ 1,316.58	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	Solid Waste	$ 536.94	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	Storm Sewer	$ 1,467.09	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	Street/Traffic	$ 1,807.42	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	Wastewater	$ 1,974.20	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	Water	$ 5,876.49	WO 20-33 Public Works GIS Services
09/09/2024	ACH	HDR	Water	$ 5,371.85	WO 23-12 Zone 4 Pump Station & Waterline Improvements
09/09/2024	874060	High Point Networks	Library	$ 3,200.00	256151 VMware vSphere annual
09/09/2024	874063	Hughes Fire Equipment	Fleet	$ 177.42	610229
09/09/2024	874063	Hughes Fire Equipment	Fleet	$ 294.10	610229
09/09/2024	874063	Hughes Fire Equipment	Fleet	$ 69.91	610229
09/09/2024	874063	Hughes Fire Equipment	Fleet	$ 417.25	610230
09/09/2024	874063	Hughes Fire Equipment	Fleet	$ 2,017.41	610230
09/09/2024	874065	Iaff	Payroll Clearing	$ 5,510.16	Payroll Summary
09/09/2024	874067	Ingram Library	Library	$ 0.03	83054175
09/09/2024	874067	Ingram Library	Library	$ 8.39	83054175
09/09/2024	874067	Ingram Library	Library	$ 0.08	83054176
09/09/2024	874067	Ingram Library	Library	$ 18.87	83054176
09/09/2024	874067	Ingram Library	Library	$ 0.29	83054177
09/09/2024	874067	Ingram Library	Library	$ 17.70	83054177
09/09/2024	874067	Ingram Library	Library	$ 16.52	83054177
09/09/2024	874067	Ingram Library	Library	$ 55.50	83054177
09/09/2024	874067	Ingram Library	Library	$ 29.07	83054177
09/09/2024	874067	Ingram Library	Library	$ 0.01	83054178
09/09/2024	874067	Ingram Library	Library	$ 7.19	83054178
09/09/2024	874067	Ingram Library	Library	$ 2.59	83054179
09/09/2024	874067	Ingram Library	Library	$ 927.75	83054179
09/09/2024	874067	Ingram Library	Library	$ 1.63	83054180

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874067	Ingram Library	Library	$ 820.55	83054180
09/09/2024	874067	Ingram Library	Library	$ 892.51	83054180
09/09/2024	874067	Ingram Library	Library	$ 1,169.29	83054180
09/09/2024	874067	Ingram Library	Library	$ 1.37	83054181
09/09/2024	874067	Ingram Library	Library	$ 112.73	83054181
09/09/2024	874067	Ingram Library	Library	$ 324.22	83054181
09/09/2024	874067	Ingram Library	Library	$ 1,054.17	83054181
09/09/2024	874067	Ingram Library	Library	$ 28.55	83054181
09/09/2024	874067	Ingram Library	Library	$ 1,071.44	83054181
09/09/2024	874067	Ingram Library	Library	$ 19.79	83054181
09/09/2024	874067	Ingram Library	Library	$ 0.13	83108505
09/09/2024	874067	Ingram Library	Library	$ 89.63	83108505
09/09/2024	874067	Ingram Library	Library	$ 0.03	83108506
09/09/2024	874067	Ingram Library	Library	$ 11.99	83108506
09/09/2024	874067	Ingram Library	Library	$ 0.77	83108507
09/09/2024	874067	Ingram Library	Library	$ 36.68	83108507
09/09/2024	874067	Ingram Library	Library	$ 280.39	83108507
09/09/2024	874067	Ingram Library	Library	$ 26.09	83108507
09/09/2024	874067	Ingram Library	Library	$ 80.29	83108507
09/09/2024	874067	Ingram Library	Library	$ 1.16	83108508
09/09/2024	874067	Ingram Library	Library	$ 170.28	83108508
09/09/2024	874067	Ingram Library	Library	$ 105.21	83108508
09/09/2024	874067	Ingram Library	Library	$ 15.99	83108508
09/09/2024	874067	Ingram Library	Library	$ 385.59	83108508
09/09/2024	874067	Ingram Library	Library	$ 0.07	83108509
09/09/2024	874067	Ingram Library	Library	$ 11.20	83108509
09/09/2024	874067	Ingram Library	Library	$ 11.97	83108509
09/09/2024	874067	Ingram Library	Library	$ 0.84	83108510
09/09/2024	874067	Ingram Library	Library	$ 297.65	83108510
09/09/2024	874067	Ingram Library	Library	$ 0.33	83156377
09/09/2024	874067	Ingram Library	Library	$ 42.66	83156377
09/09/2024	874067	Ingram Library	Library	$ 82.40	83156377
09/09/2024	874067	Ingram Library	Library	$ 47.76	83156377

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874067	Ingram Library	Library	$ 0.03	83156378
09/09/2024	874067	Ingram Library	Library	$ 21.56	83156378
09/09/2024	874067	Ingram Library	Library	$ 0.84	83156379
09/09/2024	874067	Ingram Library	Library	$ 306.10	83156379
09/09/2024	874067	Ingram Library	Library	$ 59.35	83156379
09/09/2024	874067	Ingram Library	Library	$ 71.31	83156379
09/09/2024	874067	Ingram Library	Library	$ 0.08	83156380
09/09/2024	874067	Ingram Library	Library	$ 35.40	83156380
09/09/2024	874067	Ingram Library	Library	$ 1,438.52	83156381 OBB
09/09/2024	874067	Ingram Library	Library	$ 0.64	83200615
09/09/2024	874067	Ingram Library	Library	$ 6.49	83200615
09/09/2024	874067	Ingram Library	Library	$ 1.86	83200616
09/09/2024	874067	Ingram Library	Library	$ 11.18	83200616
09/09/2024	874067	Ingram Library	Library	$ 0.50	83200617
09/09/2024	874067	Ingram Library	Library	$ 9.74	83200617
09/09/2024	874067	Ingram Library	Library	$ 1.99	83265540
09/09/2024	874067	Ingram Library	Library	$ 75.87	83265540
09/09/2024	874067	Ingram Library	Library	$ 15.93	83265540
09/09/2024	874067	Ingram Library	Library	$ 24.76	83265540
09/09/2024	874067	Ingram Library	Library	$ 1.01	83265541
09/09/2024	874067	Ingram Library	Library	$ 53.08	83265541
09/09/2024	874067	Ingram Library	Library	$ 0.02	83338092
09/09/2024	874067	Ingram Library	Library	$ 9.74	83338092
09/09/2024	874067	Ingram Library	Library	$ 6.49	83338092
09/09/2024	874067	Ingram Library	Library	$ 0.06	83338093
09/09/2024	874067	Ingram Library	Library	$ 17.10	83338093
09/09/2024	874067	Ingram Library	Library	$ 19.18	83338093
09/09/2024	874067	Ingram Library	Library	$ 0.01	83338094
09/09/2024	874067	Ingram Library	Library	$ 26.05	83338094
09/09/2024	874067	Ingram Library	Library	$ 2.91	83338095
09/09/2024	874067	Ingram Library	Library	$ 130.68	83338095
09/09/2024	874067	Ingram Library	Library	$ 316.04	83338095
09/09/2024	874067	Ingram Library	Library	$ 43.23	83338095

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874067	Ingram Library	Library	$ 1,120.09	83338095
09/09/2024	874067	Ingram Library	Library	$ 6.49	83338096
09/09/2024	874067	Ingram Library	Library	$ 20.38	83338097
09/09/2024	874067	Ingram Library	Library	$ 0.02	83362093
09/09/2024	874067	Ingram Library	Library	$ 34.84	83362093
09/09/2024	874067	Ingram Library	Library	$ 0.25	83362094
09/09/2024	874067	Ingram Library	Library	$ 205.28	83362094
09/09/2024	874067	Ingram Library	Library	$ 53.69	83362094
09/09/2024	874067	Ingram Library	Library	$ 0.04	83362095
09/09/2024	874067	Ingram Library	Library	$ 19.18	83362095
09/09/2024	874067	Ingram Library	Library	$ 19.59	83362095
09/09/2024	874067	Ingram Library	Library	$ 2.69	83362096
09/09/2024	874067	Ingram Library	Library	$ 891.52	83362096
09/09/2024	874067	Ingram Library	Library	$ 573.85	83362096
09/09/2024	874067	Ingram Library	Library	$ 11.99	83362096
09/09/2024	874067	Ingram Library	Library	$ 1,293.61	83362096
09/09/2024	874070	Interstate Power Systems	Fleet	$ 18.95	C007067212.01
09/09/2024	874070	Interstate Power Systems	Fleet	$ 12.67	C007067212.01
09/09/2024	874070	Interstate Power Systems	Fleet	$ 655.06	C007067424
09/09/2024	874070	Interstate Power Systems	Wastewater	$ (498.00)	Credit for Inv. R007060878.01
09/09/2024	874070	Interstate Power Systems	Water	$ 4,459.05	Walters Pump Station Water Pump Replacem
09/09/2024	874073	Knife River	St Maint Dist	$ 152,838.92	WO 24-07 Safe Routes to School - Construction Contract
09/09/2024	874075	Kone	Airport	$ 151.00	FY25 Elevator/Escalator Maintenance- 11/30/24 -IP9
09/09/2024	874075	Kone	Airport	$ 62.18	FY25 Elevator/Escalator Maintenance -11/30/24 -Operations
09/09/2024	874075	Kone	Airport	$ 2,007.47	FY25 Elevator/Escalator Maintenance- 11/30/24 -Terminal
09/09/2024	874075	Kone	Facilities	$ 707.07	Inv. 871451890 Maintenance for August 2024
09/09/2024	874079	Mailing Technical	Central Services	$ 5,763.60	Postage for August, 2024
09/09/2024	874079	Mailing Technical	General	$ 747.67	Postage for August, 2024
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 800.00	1120 Shiloh Curb...Hydrant Install
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 800.00	2910 Belvedere Driveway...Service Repair
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 800.00	311 N 34th Street City Approach...Servic
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 1,200.00	3579 Rosebud Dr, Replaced Driveway...wat
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 1,200.00	3681 Harper Dr Driveway...Service Repair

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 800.00	5944 Sam Sneed Sidewalk...Service repair
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 800.00	624 17th St W Sidewalk...Hydrant Replace
09/09/2024	874082	Matthew Roberts Concrete	Water	$ 1,200.00	Matthew Ro359 Stewart CT S Driveway
09/09/2024	874085	Montana CSED	Payroll Clearing	$ 5,413.84	Payroll Summary
09/09/2024	874087	MFPE	Payroll Clearing	$ 3,128.46	Payroll Summary
09/09/2024	874089	Montana Lines	Gas Tax	$ 272,423.96	WO 20-13 King Ave W & 36th St W Traffic Signal Improv
09/09/2024	874089	Montana Lines	St Maint Dist	$ 72,416.50	WO 20-13 King Ave W & 36th St W Traffic Signal Improv
09/09/2024	874089	Montana Lines	Storm Sewer	$ 48,783.24	WO 20-13 King Ave W & 36th St W Traffic Signal Improv
09/09/2024	874090	MMIA	Property Ins	$ 60,900.14	MMIA September 2024 Labiality Deductible
09/09/2024	874092	MSFA	Payroll Clearing	$ 5,659.93	Payroll Summary
09/09/2024	874094	Motorola Solutions	Public Safety	$ 5,283.28	1411114118, body cam and in car system annual licenses
09/09/2024	874095	MPPA	Payroll Clearing	$ 4,128.67	Payroll Summary
09/09/2024	874096	MT Dept of Rev-CGR2	Gas Tax	$ 2,751.76	WO 20-13 King Ave W & 36th St W Traffic Signal Improv
09/09/2024	874096	MT Dept of Rev-CGR2	Solid Waste	$ 10.61	Retainage Release 3 F
09/09/2024	874096	MT Dept of Rev-CGR2	Solid Waste	$ 324.10	WO 20-46 COP Construction Council Action; Pmt 6 Final
09/09/2024	874096	MT Dept of Rev-CGR2	St Maint Dist	$ 731.48	WO 20-13 King Ave W & 36th St W Traffic Signal Improv
09/09/2024	874096	MT Dept of Rev-CGR2	St Maint Dist	$ 133.11	WO 23-45 Street & traffic Remote Breakroom
09/09/2024	874096	MT Dept of Rev-CGR2	St Maint Dist	$ 1,543.83	WO 24-07 Safe Routes to School - Const Contract
09/09/2024	874096	MT Dept of Rev-CGR2	Storm Sewer	$ 492.76	WO 20-13 King Ave W & 36th St W Traffic Signal Improv
09/09/2024	874096	MT Dept of Rev-CGR2	Trl Donate	$ 489.51	WO 21-38 Warren Trans_Weave Const Contract
09/09/2024	874096	MT Dept of Rev-CGR2	Wastewater	$ 3,516.62	WO 20-44 WRF Nutrient Recovery Improvements
09/09/2024	874098	Napa Auto Parts	Fleet	$ 84.15	589837
09/09/2024	874098	Napa Auto Parts	Fleet	$ 26.18	590268
09/09/2024	874098	Napa Auto Parts	Fleet	$ 16.41	590297
09/09/2024	874098	Napa Auto Parts	Fleet	$ 2.32	590298
09/09/2024	874098	Napa Auto Parts	Fleet	$ 71.18	590421
09/09/2024	874098	Napa Auto Parts	Fleet	$ 58.20	590438
09/09/2024	874098	Napa Auto Parts	Fleet	$ (29.10)	590443
09/09/2024	874098	Napa Auto Parts	Fleet	$ 17.40	590552
09/09/2024	874098	Napa Auto Parts	Fleet	$ 4.90	590552
09/09/2024	874098	Napa Auto Parts	Fleet	$ 13.20	590557
09/09/2024	874098	Napa Auto Parts	Fleet	$ 42.75	590679
09/09/2024	874098	Napa Auto Parts	Fleet	$ 20.34	590679

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874098	Napa Auto Parts	Fleet	$ 379.28	590706
09/09/2024	874098	Napa Auto Parts	Fleet	$ 24.58	590716
09/09/2024	874098	Napa Auto Parts	Fleet	$ 35.49	590716
09/09/2024	874098	Napa Auto Parts	Fleet	$ 42.88	590850
09/09/2024	874098	Napa Auto Parts	Fleet	$ (26.18)	590861
09/09/2024	874098	Napa Auto Parts	Fleet	$ (43.83)	590861
09/09/2024	874098	Napa Auto Parts	Fleet	$ 50.00	590927
09/09/2024	874098	Napa Auto Parts	Fleet	$ 29.10	590957
09/09/2024	874098	Napa Auto Parts	Fleet	$ 10.59	590981
09/09/2024	874098	Napa Auto Parts	Fleet	$ 4.35	591039
09/09/2024	874098	Napa Auto Parts	Fleet	$ 20.25	591055
09/09/2024	874098	Napa Auto Parts	Fleet	$ 60.75	591070
09/09/2024	874098	Napa Auto Parts	Fleet	$ (20.25)	591098
09/09/2024	874098	Napa Auto Parts	Fleet	$ 94.69	591385
09/09/2024	874098	Napa Auto Parts	Fleet	$ 8.07	591524
09/09/2024	874098	Napa Auto Parts	Fleet	$ 8.00	591632
09/09/2024	874098	Napa Auto Parts	Fleet	$ 145.38	591633
09/09/2024	874098	Napa Auto Parts	Fleet	$ 39.96	591637
09/09/2024	874098	Napa Auto Parts	Fleet	$ 16.00	591685
09/09/2024	874098	Napa Auto Parts	Fleet	$ 72.06	591728
09/09/2024	874098	Napa Auto Parts	Fleet	$ 23.10	591728
09/09/2024	874098	Napa Auto Parts	Fleet	$ 57.33	591881
09/09/2024	874098	Napa Auto Parts	Fleet	$ 50.52	591881
09/09/2024	874098	Napa Auto Parts	Fleet	$ 47.72	591929
09/09/2024	874098	Napa Auto Parts	Fleet	$ 8.00	591942
09/09/2024	874098	Napa Auto Parts	Fleet	$ 64.22	591972
09/09/2024	874098	Napa Auto Parts	Fleet	$ 95.34	592008
09/09/2024	874098	Napa Auto Parts	Fleet	$ 8.50	599195
09/09/2024	874098	Napa Auto Parts	Fleet	$ 8.50	599195
09/09/2024	874098	Napa Auto Parts	Fleet	$ 97.64	599195
09/09/2024	874098	Napa Auto Parts	Fleet	$ 98.24	599195
09/09/2024	874098	Napa Auto Parts	Fleet	$ (62.76)	599506
09/09/2024	874098	Napa Auto Parts	Fleet	$ 63.00	599525

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874098	Napa Auto Parts	Fleet	$ 198.80	599528
09/09/2024	874098	Napa Auto Parts	Fleet	$ 428.94	599534
09/09/2024	874098	Napa Auto Parts	Fleet	$ 10.77	599696
09/09/2024	874098	Napa Auto Parts	Fleet	$ 7.96	599707
09/09/2024	874098	Napa Auto Parts	Fleet	$ 82.80	599756
09/09/2024	874098	Napa Auto Parts	Fleet	$ 33.60	599852
09/09/2024	874098	Napa Auto Parts	Fleet	$ 62.10	600148
09/09/2024	874098	Napa Auto Parts	Fleet	$ 180.65	601001
09/09/2024	874103	NorthWestern Energy	Library	$ 12,573.69	3039007-4 Library electricity August 2024
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 94.53	0712539-6
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 1,935.89	0720841-6
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 189.68	0722256-5
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 29.88	0722277-1
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 258.38	0793134-8
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 36.72	0920801-8
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 14.57	0999807-1
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 540.14	1141284-8
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 27.86	1156527-2
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 1,192.03	1160780-1
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 6.30	1230066-1
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 10.57	1635289-0
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 61.60	1692666-9
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 13.77	1902257-3
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 16.35	3020837-5
09/09/2024	874103	NorthWestern Energy	Park Dist 1	$ 115.57	3999603-8
09/09/2024	874103	NorthWestern Energy	Parks Maint	$ 8.25	0723385-1
09/09/2024	874103	NorthWestern Energy	Parks Maint	$ 0.93	0723392-7
09/09/2024	874103	NorthWestern Energy	Parks Maint	$ 0.93	0723885-0
09/09/2024	874103	NorthWestern Energy	Parks Maint	$ 0.82	0971824-8
09/09/2024	874103	NorthWestern Energy	Parks Maint	$ 0.94	1312707-1
09/09/2024	874103	NorthWestern Energy	Parks Maint	$ 7.03	1564209-3
09/09/2024	874103	NorthWestern Energy	Public Safety	$ 488.73	4045328-4
09/09/2024	874103	NorthWestern Energy	Radio	$ 226.32	1006915-1

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874103	NorthWestern Energy	Street/Traffic	$ 22.98	1738989-1
09/09/2024	874103	NorthWestern Energy	Street/Traffic	$ 1.20	1797828-9
09/09/2024	874103	NorthWestern Energy	Street/Traffic	$ 7.03	2047000-1
09/09/2024	874103	NorthWestern Energy	Street/Traffic	$ 7.78	2047011-8
09/09/2024	874103	NorthWestern Energy	Street/Traffic	$ 8.08	2047018-3
09/09/2024	874103	NorthWestern Energy	Wastewater	$ 151.00	0723383-6
09/09/2024	874103	NorthWestern Energy	Wastewater	$ 373.67	0723878-5
09/09/2024	874103	NorthWestern Energy	Wastewater	$ 62.99	1704030-4
09/09/2024	874103	NorthWestern Energy	Wastewater	$ 3,031.92	2132749-9
09/09/2024	874103	NorthWestern Energy	Water	$ 1,888.33	0100478-7
09/09/2024	874103	NorthWestern Energy	Water	$ 10.35	0722249-0
09/09/2024	874103	NorthWestern Energy	Water	$ 3,943.57	0722252-4
09/09/2024	874103	NorthWestern Energy	Water	$ 7,423.06	0722270-6
09/09/2024	874103	NorthWestern Energy	Water	$ 664.23	805 Constitution Ave 08/2024
09/09/2024	874109	PerkinElmer US	Water	$ 10,501.20	Repair Service for AS900 Atomic Absorption Spectrometer
09/09/2024	874111	Potters Industries	Street/Traffic	$ 24,640.00	glass beads
09/09/2024	874113	Public Utilities	Facilities	$ 335.70	3080251
09/09/2024	874113	Public Utilities	Park Dist 1	$ 1,293.80	3113369
09/09/2024	874113	Public Utilities	Public Safety	$ 246.56	3063998
09/09/2024	874113	Public Utilities	Public Safety	$ 512.79	3065605
09/09/2024	874113	Public Utilities	Public Safety	$ 230.24	3072537
09/09/2024	874113	Public Utilities	Public Safety	$ 174.39	3088868
09/09/2024	874113	Public Utilities	Public Safety	$ 367.14	3104126
09/09/2024	874113	Public Utilities	Public Safety	$ 127.46	3109286
09/09/2024	874113	Public Utilities	Public Safety	$ 184.16	3110936
09/09/2024	874113	Public Utilities	Solid Waste	$ 19.60	3092576
09/09/2024	874113	Public Utilities	Solid Waste	$ 18.31	3112719
09/09/2024	874113	Public Utilities	Transit	$ 295.45	3064066
09/09/2024	874117	Rinker Materials	Storm Sewer	$ 54,115.75	WO 24-16 Annual Culvert Replacements
09/09/2024	874119	Routeware	Solid Waste	$ 27,238.26	Q4 2024 Support (Oct, Nov, Dec)
09/09/2024	874123	SIGNAL 88 FRANCHISE GROUP	Library	$ 19,736.90	3756776 Security Guard Service August 2024
09/09/2024	874124	Sk Geotechnical	Storm Sewer	$ 10,472.00	WO 25-10 Olympic Park Sub Drainage Impro
09/09/2024	874125	Solid Waste Systems	Solid Waste	$ 438,000.00	Encumbrance per Sourcewell Contract 091219-LEG Labrie

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	874125	Solid Waste Systems	Solid Waste	$ 438,000.00	Encumbrance per Sourcewell Contract 091219-LEG Labrie
09/09/2024	874125	Solid Waste Systems	Wastewater	$ 95.83	0172723-IN, KW 305/505/SYNCHRO CROSS SPIND
09/09/2024	874125	Solid Waste Systems	Water	$ 95.83	0172723-IN, KW 305/505/SYNCHRO CROSS SPIND
09/09/2024	ACH	Town & Country Supply	Fleet	$ 6,662.59	442525
09/09/2024	ACH	Town & Country Supply	Fleet	$ 13,917.99	442525
09/09/2024	ACH	Town & Country Supply	Fleet	$ 7,040.08	442525
09/09/2024	ACH	Town & Country Supply	Fleet	$ 7,549.41	442525
09/09/2024	ACH	Town & Country Supply	Public Safety	$ 1,384.89	FUEL STATION 1
09/09/2024	ACH	Town & Country Supply	Public Safety	$ 307.08	FUEL STATION 3
09/09/2024	ACH	Town & Country Supply	Public Safety	$ 530.40	FUEL STATION 5
09/09/2024	ACH	Town & Country Supply	Water	$ 15,536.00	442518- Diesel Fuel Belknap
09/09/2024	ACH	Town & Country Supply	Water	$ 8,034.95	442518- Unleaded Fuel Belknap
09/09/2024	ACH	Town & Country Supply	Water	$ 8,436.56	UNLEADED FUEL FOR BELKNAP
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 487.39	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 470.22	A & I Distributors - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 500.00	Air Controls-Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 987.15	Air Controls-Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 10.97	Albertsons #4025 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 119.19	Allegra Billings Mt - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 39.76	Allianz Travel Ins - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 79.63	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 319.52	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 172.33	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 278.59	Amazon Mktpl*Rj8Un6Ij2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 127.41	Amazon Mktpl*Rj9Y378E2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 62.99	Amazon Mktpl*Rv1Gk4Fb2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 78.47	Amazon Mktpl*Rv4Rj0Eb2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 19.06	Amzn Mktp Us*Ru60T0Af1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 1,687.89	Archie Cochrane Ford - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 185.20	Batteries+Bulbs #0253 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 319.99	Best Buy 00005926 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 319.99	Best Buy 00005926 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 201.72	Billings - Tacoma Screw P - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 1,160.62	Billings Nursery And Land - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 382.40	Billings Overhead Door In - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 3,500.00	Billings Overhead Door In - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 631.00	Billings Overhead Door In - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 232.67	Copy Right - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 34.00	Culligan Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 560.36	Cummins Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 567.95	Delta Air 0062256480814 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 567.95	Delta Air 0062256547704 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ (567.95)	Delta Air 0062256547704 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 108.99	Dtv*Directv Service - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 158.98	Dxp Enterprises - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 140.08	Ecolab Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 145.63	Ecolab Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 126.94	Ecolab Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 218.58	Ecolab Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 25.74	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 119.97	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 39.55	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 35.96	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 561.00	Forged In Steel Soluti - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 260.95	Forged In Steel Soluti - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 398.00	Fsp*Generator Starter Sho - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 525.93	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 163.38	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 11.67	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 76.09	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 27.96	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 42.97	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 19.99	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 191.93	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 485.60	Hose & Rubber Supply - B - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 82.61	Hose & Rubber Supply - B - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 101.23	Hose & Rubber Supply - B - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 50.00	In *Cotter'S Sewer, Septi - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 619.24	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 2,376.70	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 2,482.80	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 2,451.79	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 19.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 7.99	Lockwood Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 134.04	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 625.00	Metro Marketing Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 177.90	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 154.50	Norco- Ar Allegiance Webs - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 159.65	Norco Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 342.99	Normont Equipment Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 3,710.00	North Coast Electric - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 2,398.77	Nwestco - 002 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 235.95	Nwestco - 002 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 494.16	Nwestco - 002 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 1,682.49	Nwestco - 002 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 2,398.77	Nwestco - 002 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 17.99	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 55.98	O'Reilly 1551 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 160.91	Partstree.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 55.94	Partstree.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 197.08	Rr Footwear - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ (108.63)	Sherwin Williams 703203 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 709.80	Sherwin Williams 703203 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 493.59	Sherwin Williams 703203 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 17.99	Shipton'S Big R East - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 1,285.77	Shipton'S Big R Service - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 9.80	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 144.99	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ (10.00)	Shipton'S Big R West - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Airport	$ (925.27)	Sprayingequipment.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 480.00	Sq *Better To Gather Even - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 410.00	Sq *Tom Pointer - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 413.21	Tenergy - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 579.00	The Sheridan Press - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 23.84	The Ups Store 2594 - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 1,500.00	Transportation Security C - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 4,824.93	Yellowstone Electric Comp - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 1,520.00	Yellowstone Electric Comp - PCard
09/09/2024	ACH	U.S. Bank PCards	Airport	$ 16.59	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Amend Park	$ 917.28	A And H Turf And Specialt - PCard
09/09/2024	ACH	U.S. Bank PCards	Ballpark Donations	$ 65.11	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Ballpark Donations	$ 64.21	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Ballpark Donations	$ 144.96	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Ballpark Donations	$ 601.05	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Ballpark Donations	$ 391.72	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Ballpark Donations	$ 614.24	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Ballpark Donations	$ 132.87	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 124.96	Amazon Mktpl*R48Ri8Li2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 43.55	Amazon Mktpl*Rj3189Qi0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 9.99	Amazon Mktpl*Ru3Ho26C1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 207.65	Amazon Mktpl*Ru6Na1Dd1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 28.08	Amazon.Com*Ru79F2Jf1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 33.00	American Water Technol - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 11.50	Amzn Mktp Us*Ru7Ls6Cw2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 238.00	Buffalo Wild Ecom 3266 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 38.99	Buffalo Wild Wngs 3266 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 13.32	Cenex-Town And Country - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 28.00	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 153.72	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 259.98	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 460.96	Hp *Hp.Com Store - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 96.82	Insight Public Sector - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Building	$ 715.00	Int'L Code Council - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 246.50	Int'L Code Council Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 44.61	Kelley Connect - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 35.62	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 1,186.05	Montana Mmm - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 150.00	Mtleague.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 332.78	Penske Trk Lsg 070451 - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 928.00	Pp*Zee Creative - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 15.60	U-Haul Moving & Storage O - PCard
09/09/2024	ACH	U.S. Bank PCards	Building	$ 1.10	Usps Change Of Address - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 508.98	Amazon Mark* Rf84R08Q0 - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 29.99	Amazon Mktpl*Rj78Q4Kf0 - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 626.28	A-Pro Home Inspection S - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 753.96	Best Western Plus Cloc - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 14.99	Billingsgazettethriftynck - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 105.56	Chalet Market Downtown - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 7.40	City Of Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 3,510.64	Cncs - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 2,758.36	Cncs - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 2,632.98	Cncs - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 53.15	Containerstore.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 15.99	Crumbl Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 3.75	Dollar Tree - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 20.00	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 20.00	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 20.00	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 20.00	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 20.00	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 20.00	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 9.24	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 16.39	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 15.18	Sq *Mazevo Coffee - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 5.50	Sq *Mazevo Coffee - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 40.00	Sq *The Grand Escape Room - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 155.70	Tst* Spitz Restaurant Gro - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 2.20	Usps Change Of Address - PCard
09/09/2024	ACH	U.S. Bank PCards	CDBG	$ 23.92	Western Awards Engravin - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 14.98	Albertsons #0047 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 120.00	Albertsons #4025 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 20.91	Amazon Mar* 111-706492 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 32.05	Amazon Mark* Rf8Kq0Od0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 13.00	Dollar Tree - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 40.51	Dollar Tree - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 56.70	Sams Club#4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 82.07	Subway 17236 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 95.22	Target 00001719 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 150.00	Wal-Mart #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 24.34	Wal-Mart #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Court Grants	$ 16.59	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Engineering	$ 68.80	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Engineering	$ 54.50	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Engineering	$ 75.00	Ite - PCard
09/09/2024	ACH	U.S. Bank PCards	Engineering	$ 1,787.40	Www.Apwa.Net - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 388.52	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 75.00	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 12.50	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 162.00	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 1,317.36	Action/Northshoredoor - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 2,217.05	Air Controls-Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 391.11	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 288.90	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 36.06	Amazon Mktpl*Rv4Kc2Uu1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 206.26	Ecolab Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 361.51	Ecolab Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 9.85	Ferguson Ent #1342 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 42.22	Ferguson Ent #1342 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 23.16	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 5.99	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 55.90	Interstate Battery Of The - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 475.41	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 91.03	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 49.56	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 7.90	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 26.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 39.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 2,387.85	Midland Mechanical Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 210.00	Mtleague.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 104.18	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 35.97	O'Reilly 1751 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 43.75	Spinfresh Laundry - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 27.13	Spinfresh Laundry - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 81.37	Spinfresh Laundry - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 49.00	Spinfresh Laundry - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 54.25	Spinfresh Laundry - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 26.25	Spinfresh Laundry - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 52.50	Spinfresh Laundry - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 95.00	Sq *Skyline Services, Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 1,285.00	Sq *Skyline Services, Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 2,407.59	State Chemic*State Che - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 287.49	State Chemic*State Che - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 1,495.00	Summit Fire And Security - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 392.00	Summit Fire And Security - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 12.97	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ (86.45)	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 13.19	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 21.70	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 251.44	The Home Depot 3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 5.50	West End Lock And Securit - PCard
09/09/2024	ACH	U.S. Bank PCards	Facilities	$ 45.00	West End Lock And Securit - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 1,085.00	5.11, Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 212.81	Amazon Mktpl*Ru1Xj7Eo1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 67.92	Amazon Mktpl*Ru2Aa66A2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 131.30	Andax Industries Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 136.00	Cmc Rescue - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 77.14	Condor Retail Dept - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 120.95	Condor Retail Dept - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 956.53	Crye Precision Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 1,529.57	Firstspear Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 280.60	Paypal *Sole Source - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 2,750.00	Sq *Stonewater Training L - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 1,045.95	Surefire, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 506.44	Tactical Medical - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 971.78	Tactical Medical - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 1,162.98	Tactical Medical - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 253.22	Tactical Medical - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 112.72	Tritech Forensics - PCard
09/09/2024	ACH	U.S. Bank PCards	Fire Grants	$ 136.42	Www.Coaxsher.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Fleet	$ 607.67	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Fleet	$ 75.34	Ereplacementparts.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Fleet	$ 1,908.00	Mitchell1/Snap-On Us - PCard
09/09/2024	ACH	U.S. Bank PCards	Fleet	$ 432.00	Pzg**Mt Dept Revenue-E - PCard
09/09/2024	ACH	U.S. Bank PCards	Fleet	$ 60.98	Zips Truck Equipment Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 754.22	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 102.61	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 30.94	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 8.89	360 Office Solutions-Hln - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 92.98	Aces Brand Imaging - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 14.99	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 35.73	Amazon Mar* 111-011636 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 62.97	Amazon Mktpl*Rf17H81K2 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 88.92	Amazon Mktpl*Rf72P6140 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 40.88	Amazon Mktpl*Rj5348Sc0 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	General	$ 43.96	Amazon Mktpl*Rj57J27E1 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 39.96	Amazon Mktpl*Rm60R1Ni1 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 71.18	Amazon Mktpl*Rm9Wu4781 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 37.98	Amazon Mktpl*Rv5Oz4U30 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 38.99	Amazon.Com*Rf1Jo71G0 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 108.97	Amazon.Com*Rf1Ot5P82 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 61.98	Amazon.Com*Rm0Qd9Ae1 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 30.00	American Society Of Notar - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 17.99	Amzn Mktp Us*Rf3Bt1Ns0 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 9.43	Amzn Mktp Us*Rf4I69Ci1 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 38.99	Amzn Mktp Us*Rf7Ue4Fr2 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 287.97	Amzn Mktp Us*Rf8L75H91 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 10.27	Amzn Mktp Us*Rv5Vz2511 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 19.98	Apple.Com/Bill - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 519.35	Becker Professional Deve - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 180.00	Eb De-Escalation Trai - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 126.07	Econo Print - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 268.92	Econoprint - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 50.84	Fedex70127609 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 50.62	Fedex70323722 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 139.05	Fsp*State Bar Of Montana - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 114.95	Galls - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 33.47	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 153.16	Insight Public Sector - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 44.60	Kelley Connect - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 420.00	Mtleague.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 210.00	Mtleague.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 20.00	Openai *Chatgpt Subscr - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 77.08	Rainbow Store - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 92.00	Rev.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 62.70	Rockets Gourmet Wraps And - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 50.00	Sq *Mt Mobile Shredding - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	General	$ 30.00	Stacked A Montana Grill - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 1,949.46	Thomson West*Tcd - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 65.19	Tst* Spitz Restaurant Gro - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 28.78	Uber Eats - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 4.50	Uber Eats - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ (28.78)	Uber Eats - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ (4.50)	Uber Eats - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 59.41	Uber Trip - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 28.63	Uber Trip - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 16.25	Uber Trip - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 3.00	Uber Trip - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 32.50	U-Haul Moving & Storage A - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 259.70	U-Haul Moving & Storage O - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ (54.95)	U-Haul Moving & Storage O - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 1,838.32	Ultra Graphics, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 610.35	United 0162408862157 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 610.35	United 0162408862158 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 9.60	Usps Po 2907800103 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 15.55	Usps Po 2907830104 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 58.09	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 16.59	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	General	$ 49.00	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 7.00	Amazon Marke* 2-Police - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 72.43	Amazon Mktpl*Rj33Z6V22 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 44.14	Amazon Mktpl*Rj3Tx6Rp1 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 19.98	Amazon Mktpl*Rv1Hj54X2 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 39.98	Amazon Mktpl*Rv9Mz1T00 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 799.99	Amazon Reta* Ru70Z55H2 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 39.98	Amazon.Com*Rf5U60Yk2 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 16.32	Amzn Mktp Us*Rj8Vo4W62 - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 2,470.00	Digicert - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 190.00	Have I Been Pwned - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 3,000.00	In *Condusiv Technologies - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 3,345.00	In *Condusiv Technologies - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 25.00	Paypal *Gisjobsclea - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 80.00	Paypal *Gisjobscom - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 788.00	Sq *Pc&C - PCard
09/09/2024	ACH	U.S. Bank PCards	IT Resources	$ 160.00	Urisa - PCard
09/09/2024	ACH	U.S. Bank PCards	Legal Grants	$ 49.99	Amazon.Com*Ru8W56Zc0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Legal Grants	$ 99.99	Bestbuycom806957411879 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 1,162.50	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 239.88	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 37.45	Albertsons 3367 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 128.49	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 35.86	Amazon Mktpl*Rf7E12Jq0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 12.52	Amazon Mktpl*Rj9Ej0Iq2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 14.99	Amazon Mktpl*Rm1I31Fh1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 97.72	Amazon Mktpl*Ru9Tz8Tu2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 74.85	Amazon Reta* Rf1Dj89Y0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 36.05	Amazon.Com*Rf6A760N1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 24.99	Amazon.Com*Rf6Uq7Nj1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 42.56	Amazon.Com*Rm0Tr0Ke0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 15.27	Amazon.Com*Rm3Tx1P22 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 12.89	Amzn Mktp Us*Rf1Wo1K52 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 3.99	Amzn Mktp Us*Rf1Wo1K52 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 21.80	Amzn Mktp Us*Rf5G29Gl2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 8.09	Amzn Mktp Us*Rf6Wd83J0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 21.89	Amzn Mktp Us*Rf7900102 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 29.99	Amzn Mktp Us*Rv2Rv8Rm1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 800.00	Art House Cinema And Pub - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 82.45	Barnes&Noble Papersource - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 29.35	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 18.97	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 11.97	Billings Hardware & Servi - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Library	$ 39.99	Billings Rv Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 659.90	Bretz Rv And Marine - Bil - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 9.99	Cricut - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 30.00	Gan*1094Grfalltribcirc - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 34.00	Gan*Usatodaycirc - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 162.02	Grape Solar, Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 9.90	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 48.97	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 19.95	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 368.50	In *Collaborative Summer - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 348.00	Kahoot! Asa - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 1,267.73	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 1,099.00	Kingsley - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 60.00	Montana Library Associ - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 20.00	Ntl Cntr For Safety - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 60.00	Ntl Cntr For Safety - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 20.00	Ntl Cntr For Safety - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 20.00	Ntl Cntr For Safety - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 131.90	Otc Brands *800-875-8480 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 18.98	Sams Club #4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 269.00	Society Of American Arch - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 269.00	Society Of American Arch - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 281.25	Sq *Stomping Grounds Book - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 281.25	Sq *Stomping Grounds Book - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 15.00	Sq *This House Of Books - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 15.00	Sq *This House Of Books - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 15.00	Sq *This House Of Books - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 415.00	Summit Fire And Security - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 1,235.40	Sweetwater Sound - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 17.96	Target 00001719 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ (17.96)	Target 00001719 - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 7.96	Target 00001719 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Library	$ 141.40	Tst*Staggering Ox - Bill - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 978.30	Uline *Ship Supplies - PCard
09/09/2024	ACH	U.S. Bank PCards	Library	$ 8.88	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 637.08	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 239.88	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 32.99	Billingsgazettethriftynck - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 992.75	Econo Print - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 368.49	Econo Print - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 130.50	Mackenzie River Pizza - - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 411.00	Posguyscom - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 198.60	Www.Apwa.Net - PCard
09/09/2024	ACH	U.S. Bank PCards	P.W. Admin	$ 16.59	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 97.69	(Pc) 0725 Ced - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 672.00	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 344.52	A & I Distributors - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 67.97	A And H Turf And Specialt - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 880.56	A And H Turf And Specialt - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 439.44	A And H Turf And Specialt - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 750.00	Absaroka River Adventures - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,595.00	Absaroka River Adventures - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 54.99	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 60.68	Adobe Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 9.96	Albertsons #0038 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.43	Albertsons #0038 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.14	Albertsons #0038 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.97	Albertsons #0038 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 11.97	Albertsons #0047 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.98	Albertsons #1227 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 8.97	Albertsons #1227 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.96	Albertsons #4025 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 47.58	Amazon Mktpl*R44Mk5Cb2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 301.71	Amazon Mktpl*Rf12R5Sn2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 121.93	Amazon Mktpl*Rf6Kz6Fs0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 29.66	Amazon Mktpl*Rj1Sh8Dx0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 63.98	Amazon Mktpl*Rj2M33X91 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 55.99	Amazon Mktpl*Rj4Rj6X72 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 64.98	Amazon Mktpl*Rj5Lr7Wu2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.99	Amazon Mktpl*Rj5Ms3Dc2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 114.37	Amazon Mktpl*Rj8V54Ax1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 94.25	Amazon Mktpl*Rj9Su9801 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1.95	Amazon Mktpl*Rm3974Yp1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 168.26	Amazon Mktpl*Rm3Da5J92 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 30.97	Amazon Mktpl*Rm3Uu9Z12 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.90	Amazon Mktpl*Rm89A8J60 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 48.82	Amazon Mktpl*Rm89A8J60 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.99	Amazon Mktpl*Rm96S6Ph0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Amazon Mktpl*Ru2F15O01 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 104.93	Amazon Mktpl*Ru7Xs3Oe0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.99	Amazon Mktpl*Ru9Xs74I0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 28.36	Amazon Mktpl*Rv4Ez20S1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Amazon Mktpl*Rv7W43Od0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 74.97	Amazon.Com*Rf47N6Oz1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 139.90	Amazon.Com*Rm08C0Oy2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 32.39	Amazon.Com*Ru2Ck9J41 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 4.99	Ampd Strong - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Ampd Strong - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Amzn Mktp Us*Rf41W1Un2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.89	Amzn Mktp Us*Rf69M2Ke0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 62.43	Amzn Mktp Us*Rf8Vf6Ii0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 34.18	Amzn Mktp Us*Ru7Ng9Nx1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 230.94	Arborwear Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 789.90	Bartlett Manufacturing Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 76.60	Bartlett Manufacturing Co - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 329.99	Bartlett Manufacturing Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 389.95	Bartlett Manufacturing Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 81.96	Batteries+Bulbs #0253 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 365.94	Becker'S Glass Shop - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 211.24	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 108.51	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 31.06	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 60.30	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 31.32	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 3.75	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 48.98	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 9.94	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 2.00	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 148.83	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 319.80	Billings Construction Sup - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 150.00	Bobcat Of Big Sky Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 66.77	Bobcat Of Big Sky Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 5.41	Border States Industries - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 559.77	Buddy Punch - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 75.72	C B Operations Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 251.72	C B Operations Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 194.98	Cab Store Billings, Mt - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 231.33	Carquest 3103 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 9.46	Carquest 3104 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 260.77	Carquest 3104 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 56.73	Carquest 3104 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 31.48	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 119.99	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.99	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 239.98	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 73.56	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 231.00	Cy Corp Trailer - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 99.92	Dairy Queen #15187 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.00	Dollar Tree - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 6.00	Dollar Tree - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 5.00	Dollar Tree - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 104.93	Domino'S 7138 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 263.26	Econo Print - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 293.25	Econo Print - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 172.88	Econo Print - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 29.99	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 67.98	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 87.96	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 49.10	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 96.00	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 36.99	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.57	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.60	Family Dollar - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.47	Fedex Office 800000836 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 44.15	Ferguson Ent #1342 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 615.74	Get Air Billings, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 147.96	Get Air Billings, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 445.00	Greenburialcouncil.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 208.26	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 40.54	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 380.52	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 104.42	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 128.96	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 402.48	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.62	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 134.40	Headwater Companies Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 67.20	Headwater Companies Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 336.00	Headwater Companies Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 90.96	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 120.88	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 54.97	Heights Ace Hdwe - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 39.97	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 22.17	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 34.99	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 488.18	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 42.44	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 71.34	Hose & Rubber Supply - B - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 103.27	Issa Intl Sports Scien - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 87.67	Istate Truck Inc 251 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 174.02	Istate Truck Inc 251 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 64.84	Istate Truck Inc 251 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 340.27	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 5.50	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 31.98	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.58	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 20.08	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 22.47	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.38	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 63.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 219.00	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 263.05	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 55.00	Knife River 5601 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 129.97	Kohl'S #1265 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 165.00	Let S Glow Putt - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 100.00	Let S Glow Putt - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 75.77	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 190.82	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 42.90	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 43.92	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 60.92	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.98	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 195.00	Ls Bighorn Boots And - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 120.00	Ls Bighorn Boots And - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,875.00	Medallion Vault & Casket - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 357.04	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 989.55	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 36.54	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 305.50	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 363.60	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 199.79	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 347.24	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 249.20	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 936.46	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 28.08	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 488.67	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 11.94	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 176.75	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 60.94	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,024.14	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.47	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 27.48	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.23	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 221.61	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 104.35	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 2,296.74	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 544.63	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 288.26	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,720.23	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 304.42	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 128.20	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 60.86	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 200.11	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 212.60	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 420.00	Midland Implement Co - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 7.49	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 81.29	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 266.90	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 709.43	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 141.04	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 608.44	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 192.46	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 147.00	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 402.00	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 94.68	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.16	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 48.24	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 409.80	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 502.24	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 177.19	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 438.54	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 228.13	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 28.91	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 133.79	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 313.54	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 270.52	Morley Athletic Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 250.00	Msu-Bz-Ext-Localgov - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 137.98	Murdochs Ranch & Home Su - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 496.00	Museum Of The Rockies, I - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 184.00	Museum Of The Rockies, I - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.20	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 9.18	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 79.14	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 228.68	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 6.12	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 143.00	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 38.10	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 173.15	Napa Store 3547001 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 116.46	North Coast Electric - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 51.68	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 4.80	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 132.58	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 195.00	Northwest Seed-Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 119.00	Nwf*Natl Wildlife Fed - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 152.46	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.89	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 65.88	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 24.73	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 14.79	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.18	O'Reilly 1551 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 144.00	Pepsicola Bottling Compan - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 3,156.00	Pepsicola Bottling Compan - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,519.80	Pro Jansan - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 12.50	Ratco Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 538.00	Ratco Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 428.16	Sams Club #4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 74.90	Sams Club#4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 171.44	Samsclub #4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 159.26	Samsclub.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 342.48	Samsclub.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 61.78	Samsclub.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 160.00	Scheels - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 467.76	Scheels - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 174.95	Scheels Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,500.00	Security View Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 1,500.00	Security View Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 34.14	Selbys - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 30.38	Selbys - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 11.58	Selbys - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 230.80	Sherwin Williams 701710 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 293.96	Sherwin Williams 703203 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Shipton'S Big R Heights - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 39.98	Shipton'S Big R Heights - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 60.96	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 95.76	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 48.73	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 173.95	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ (135.97)	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.58	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 312.00	Skateworld - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 129.98	Skechers-Usa #1238 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 88.77	Smalltoys Jackpotbingo - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 52.50	Snappyduds - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 111.84	Snappyduds - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 387.68	Snappyduds - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 6.18	Softies Ice Cream - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 123.34	Softies Ice Cream - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 79.99	Spectrum - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.00	Speedy Glass 9131 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.99	Spotify Usa - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 175.00	Sq *All Fun & Games - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 350.00	Sq *Art House Billings/Ba - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 288.00	Sq *Bitterroot Sip And Pa - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 276.00	Sq *Bitterroot Sip And Pa - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 250.00	Sq *Clint Lunde - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 160.00	Sq *The Grand Escape Room - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 20.00	Sq *The Grand Escape Room - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 80.00	Sq *The Grand Escape Room - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 80.00	Sq *The Grand Escape Room - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 20.00	Sq *The Grand Escape Room - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 810.00	Sq *Wild Rose Paintball / - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 210.00	Sq *Wild Rose Paintball / - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 360.00	Sq *Wild Rose Paintball / - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 380.00	Steepworld Climbing - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 114.00	Steepworld Climbing - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 300.00	Sunset Bowl - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 262.50	Sunset Bowl - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 187.50	Sunset Bowl - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 270.00	Sunset Bowl - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 146.25	Sunset Bowl - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 250.00	Superior Water Solutions - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 51.09	Tank Holding Corp Whls - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.97	Target 00013334 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 50.00	Textmagic.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 58.68	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 33.40	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 23.94	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 18.95	Tire Rama 101 Bc - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 25.00	Tire Rama 105 It - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 26.00	Tire Rama 105 It - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 172.95	Tire Rama 105 It - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 149.69	Tractor & Equipment - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 531.80	Tractor & Equipment - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 73.75	Tst* Spitz Restaurant Gro - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 480.00	Tst* Waterpark - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 324.00	Tst*Waterpark - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 136.00	Tst*Waterpark - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ (14.97)	Wal-Mart #2923 Se2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 22.32	Wal-Mart #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 40.88	Wal-Mart #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 18.82	Wal-Mart #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 56.63	Wal-Mart #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 150.44	Wal-Mart #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 139.89	Walmart.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 3.19	Walmart.Com 8009256278 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 32.50	West End Lock And Securit - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.00	West End Lock And Securit - PCard

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09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 187.50	When I Work, Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 200.00	Wheniwork.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 409.48	Wilbur Ellis Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 175.00	Wise Wonders Museum - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 165.00	Wise Wonders Museum - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 57.94	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 250.16	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 122.81	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 36.02	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 170.37	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 205.23	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 225.54	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 11.76	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 53.16	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.46	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 62.67	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 27.68	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 15.01	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 11.91	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 45.00	Wwp*Sprague Pest Solution - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 319.99	Www.Ballard-Inc.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 110.00	Www.Rocky.Edu - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 170.00	Yellowstone Art Museum - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 19.00	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 47.97	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 17.48	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 17.50	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 16.59	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 352.00	Zoomontana Pos - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 184.00	Zoomontana Pos - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 160.00	Zoomontana Pos - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 392.00	Zoomontana Pos - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 72.39	Zumba Fitness - PCard

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09/09/2024	ACH	U.S. Bank PCards	Park Dist 1	$ 35.00	Zumbini - PCard
09/09/2024	ACH	U.S. Bank PCards	Park Prgrms	$ 209.00	International Bronze Plaq - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 1,309.53	Ace Electric - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 261.32	Ace Electric - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 246.00	Amazon Mktpl*Rv9Uo5T52 - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 591.02	Barrier Access L - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 1.00	City Of Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 1.85	City Of Billings Parking - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 1.85	City Of Billings Parking - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 72.27	Fedex70323722 - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 1,669.00	Jares Fence Company Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 24.98	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 5.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 350.00	Msu-Bz-Ext-Localgov - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ (100.00)	Msu-Bz-Ext-Localgov - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 60.00	Spic And Span - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 4,440.00	Sq *Skyline Services, Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 20.00	Sq *Skyline Services, Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 172.97	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 20.97	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Parking	$ 3,425.00	Zeecreative - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 180.35	A And H Turf And Specialt - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 197.00	Big Sky Irrigation Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 55.00	Knife River 5601 - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 55.00	Knife River 5601 - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 1,237.16	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 513.92	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 97.26	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 589.32	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 183.71	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 185.33	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 176.42	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 68.10	Midland Implement Co - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 263.13	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 1,573.80	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 437.96	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 429.12	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 171.02	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 54.25	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 30.55	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 135.50	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 281.84	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 222.96	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 591.99	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 565.77	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 256.15	Northwest Pipe Fittings - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 204.09	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 183.19	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 42.01	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 19.58	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Parks Maint	$ 20.28	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	PD Program	$ 9.67	Amazon Mktpl*Rm4Re0J70 - PCard
09/09/2024	ACH	U.S. Bank PCards	PD Program	$ 3,074.50	Enterprise Rent-A-Car - PCard
09/09/2024	ACH	U.S. Bank PCards	PD Program	$ 329.56	North American Rescue Ll - PCard
09/09/2024	ACH	U.S. Bank PCards	PD Program	$ 194.98	North American Rescue Ll - PCard
09/09/2024	ACH	U.S. Bank PCards	PD Program	$ 164.98	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Phone System	$ 19.99	Amazon Mktpl*Rj4O849F1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Phone System	$ 45.55	Amazon Mktpl*Rv3N22Wu0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Phone System	$ 19.98	Amazon Mktpl*Rv8B42Rh1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Phone System	$ 653.69	Insight Public Sector - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 295.00	Apa - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 56.88	Domino'S 7003 - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 24.89	Facebk *Tpfkk4Uv92 - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 6.99	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 62.00	Historical Society-Gift - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 45.96	Kelley Connect - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 210.00	Mtleague.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 267.94	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 32.50	U-Haul Moving & Storage A - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 32.50	U-Haul Moving & Storage O - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 205.00	Zeecreative - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 166.00	Zeecreative - PCard
09/09/2024	ACH	U.S. Bank PCards	Planning	$ 366.00	Zeecreative - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 57.47	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,181.52	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 343.58	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 509.78	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 31.68	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 4.90	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 239.88	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 375.00	Air Controls-Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 370.25	Air Controls-Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 45.92	Albertsons #0038 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 37.02	Albertsons #1227 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 20.64	Albertsons #4025 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 45.00	Alliance Of Therapy Dogs - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 70.76	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.10	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.74	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.57	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 27.70	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 27.35	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.35	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 26.42	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 19.12	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 6.99	Amazon Marke* 2-Police - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 147.40	Amazon Mktpl*Rm3Z21Gh0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 9.67	Amazon Mktpl*Rm4Re0J70 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 197.98	Amazon Mktpl*Ru43K6Ca1 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 48.76	Amazon Mktpl*Rv1Bi7581 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 5.43	Amazon Mktpl*Rv60G3Og2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 715.47	Amazon Mktpl*Rv6O13432 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 159.95	Amazon Mktpl*Rv7Ym1361 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 99.95	Amazon Mktpl*Rv8F564H0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 79.99	Amazon Reta* Rf9Wo2Av2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 71.96	Amazon.Com*Rf4Ov3Fm1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 115.94	Amazon.Com*Rf7A66Jv2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 76.97	Amazon.Com*Rj32T0Vn1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 308.73	Amazon.Com*Rj9Va7Ta1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 74.99	Amazon.Com*Ru05O6Tq2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 480.55	Amazon.Com*Ru6Vt1Li1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 523.96	American Air0012161635138 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 523.96	American Air0012161635139 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 39.00	American Water Technol - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 741.00	Amzn Mktp Us*Rf4Ij5Sl2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 67.96	Amzn Mktp Us*Rf7Pp3C80 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 35.52	Amzn Mktp Us*Rm7Dp77W1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 408.99	Animal Care Equipment & - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 644.15	B&H Photo 800-606-6969 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 43.75	B&H Photo 800-606-6969 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,163.71	B&H Photo 800-606-6969 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 49.90	B&H Photo 800-606-6969 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 154.50	Bendixkingradios - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 494.50	Bfah.Net - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 111.81	Billings Construction Sup - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 78.50	Billings Construction Sup - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 186.56	Billings Construction Sup - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 80.12	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 49.25	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 8.49	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 9.99	Billings Rv Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 35.99	Billingsgazettethriftynck - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 16.40	Bloedorn Lumber Co- Bi - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 455.95	Born Primitive - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 294.74	Breathing Air Systems - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 27.00	Budget Rent A Car - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 170.97	Canon Direct - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 178.81	Chalet Market Downtown - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 145.30	Chalet Market Downtown - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 155.00	Civil Air Patrol Magazin - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,036.47	Cmc Rescue - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 6.99	Conoco - Conomart Iv - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 40.00	Conoco - Dons Xpress Cent - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 61.51	Conoco - Livingston 3 130 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 44.18	Conoco - Muralts Conoco T - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 24.99	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 449.99	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 139.30	Costco Whse #1644 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 325.00	Cpse.Store-Woocommerce - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 236.99	Crye Precision Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 220.53	Crye Precision Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 29.00	Dji Service Llc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 48.65	Domino'S 7003 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 270.00	Drink Lmnt Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 4.00	Driveezmd Mpc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 143.32	Dude Rancher Lodge - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 196.00	Econo Print - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 631.89	Econoprint - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 626.80	Econoprint - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 696.00	Eden K9 Consulting - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 109.00	Efx*Infoservices - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 75.86	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 3.99	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 33.98	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 12.96	Evergreen Ace Hardware - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 23.99	Exxon Billings 11 #1053 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 31.47	Exxon Dave'S Express - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,018.45	Farrwest - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 31.06	Fastenal Company 01Mtbll - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 176.05	Firstaidsuppliesonline - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 23.02	Galls - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,538.98	General Pacific, Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 89.13	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,395.00	Gw Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 4,875.00	Hanser Wrecker Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 4,875.00	Hanser Wrecker Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 249.22	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 224.43	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 218.99	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 537.16	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 343.12	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 463.10	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 490.16	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 145.23	Hanson Chemical - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 3.49	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 27.17	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 242.62	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 171.48	Hilton Advpurch8002367113 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 394.46	Hilton Advpurch8002367113 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 599.00	Homedepot.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 81.99	Hulu 877-8244858 Ca - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 603.00	I/O Solutions, Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 77.95	Ims Alliance - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 165.76	In *Arrowhead Scientific - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 96.10	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 290.50	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 58.30	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 156.00	In *Frosty Solutions, Llc - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.50	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 362.50	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 29.50	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 56.50	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 61.90	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 904.00	In *Sam Brown Shields, In - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 32.85	In *Universal Awards - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 10.00	In *Universal Awards - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 21.90	In *Universal Awards - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 409.26	Insight Public Sector - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,024.00	International Association - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,024.00	International Association - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 205.40	Jimmy Johns # 1379 - - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 27.31	Johnstone Supply - Billin - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 148.60	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 39.07	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 88.84	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 145.04	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 932.61	Life Assist Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 4,369.69	Life Assist Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,532.81	Life Assist Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 134.53	Life Assist Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 311.40	Life Assist Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 777.50	Ln Curtis Salt Lake City - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 131.94	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 4,277.53	Ls North Ridge Fire Eq - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ (1,164.00)	Ls North Ridge Fire Eq - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 105.00	Midland Mechanical Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 110.00	Minuteman Press Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 110.00	Minuteman Press Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 55.00	Minuteman Press Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 317.35	Modlite Systems - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 346.56	Moore Lane Vh - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 459.43	Moore Lane Vh - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 591.64	Moore Lane Vh - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 480.75	Moore Lane Vh - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 484.42	Moore Lane Vh - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 40.00	Naemt - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 630.53	National Emergency Train - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ (382.76)	Northern Quest - Resor - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ (328.21)	Northern Quest - Resor - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ (328.21)	Northern Quest - Resor - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ (382.76)	Northern Quest - Resor - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 89.98	Office Depot #1080 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 30.58	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,787.13	Omni Dallas Conventn C - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 1,787.13	Omni Dallas Conventn C - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,107.42	Omni Dallas Conventn C - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 76.47	Papa John'S #1947 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 67.48	Papa John'S #1947 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 646.60	Paypal *Commandsour - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 669.02	Peavey Corp. - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 3,336.26	Pigeon Mountain Industri - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 101.00	Pp*Zee Creative - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 129.00	Priority Dispatch Corp - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 419.00	Radiodepot.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 250.00	Rmin - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 191.76	Samsclub.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 500.00	Scheels Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 80.00	Sharplogixx Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 4.99	Shipton'S Big R East - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 2,967.80	Sionics - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 750.00	Sonetics Corporation - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 298.06	Spectrum - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 930.00	Sq *Billings Area Family - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 465.00	Sq *Billings Area Family - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 720.00	Sq *Mosaic Threads - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 5,357.00	Sq *Ok Fine Productions - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 804.93	Summit Fire And Security - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 570.00	Summit Fire And Security - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 316.81	Supplyhouse.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 36.17	Target 00013334 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 15.86	Target 00013334 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ (599.00)	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 159.92	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 71.94	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 21.95	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ (21.95)	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 36.46	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 79.98	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 69.91	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 27.57	The Ups Store 2594 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 127.15	The Ups Store 2594 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 386.40	Tlo Transunion - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 95.00	Trace Analytics Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 80.00	Triangle Communications - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 163.25	Tst* Tiny'S Tavern - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 437.96	United 0162407266468 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 437.96	United 0162407266469 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 40.00	United 0164426891256 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 51.75	Universal Awards - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 31.23	Ups*Billing Center - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 260.42	Ups*Billing Center - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 28.32	Ups*Billing Center - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 62.10	Ups*Billing Center - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 46.41	Ups*Billing Center - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 18.60	Usps Po 2907740107 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 35.80	Valet Today Cleaners - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 750.00	Victory First - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 63.14	Wal-Mart #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 318.32	Wasabi Technologies - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 47.61	Waveband Communic - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 185.85	Web*Networksolutions - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 35.30	West End Lock And Securit - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 31.90	Wilcoxson S Ice Cream - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 62.68	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 16.69	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 15.45	Wm Supercenter #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 319.98	Www Costco Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 25.51	Yellowstone County Treas - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 104.00	Yellowstone Electric Comp - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 102.00	Yellowstone Electric Comp - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 184.78	Yellowstone Electric Comp - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 88.61	Yellowstone Valley Co-Op - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 43.88	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 537.00	Zoll Medical Corp - PCard
09/09/2024	ACH	U.S. Bank PCards	Public Safety	$ 155.52	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 185.53	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 53.75	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 54.95	Albertsons #0047 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 3.50	Batteries+Bulbs #0253 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 212.00	Big Rig Chrome Shop - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 1,907.19	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 3,287.96	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 9.90	City Of Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 27.50	Dxp Enterprises - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 307.50	Empire Heating And Coolin - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 308.62	Equipmentshare.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 2,415.92	Fastenal Company 01Mtbll - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 184.00	Fedex Freight Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 82.14	Grainger - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 300.70	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 84.98	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 675.54	Hose & Rubber Supply - B - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 16.80	Hose & Rubber Supply - R - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 56.58	Hose & Rubber Supply - R - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 98.59	Hose & Rubber Supply - R - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 119.92	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 134.32	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 95.62	Knife River 5601 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 53.78	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 14.02	Mfcp Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 274.00	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 6.84	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 61.99	O'Reilly 1549 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 319.11	Pacific Steel Branch #02 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 600.00	Pzg**Mt Dept Revenue-E - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 70.88	Sams Club #4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 38.97	Shipton'S Big R East - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 359.45	Six Robblees No 6 - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 640.00	Sq *C Bar J Mechanical - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 79.61	Tacoma Screw Products Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 2,000.00	Vermeer Mountain West, In - PCard
09/09/2024	ACH	U.S. Bank PCards	Solid Waste	$ 110.86	Yellowstone County Treas - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 47.42	Amazon Mark* Rf5Vy3D41 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 395.70	Amazon Mktpl*Ru7Nc25Y2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 150.80	Amazon.Com*Rf6X68Fq2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 266.54	Amazon.Com*Rv24M1T62 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 39.46	Amazon.Com*Rv3C49O40 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 244.38	Amazon.Com*Rv3S41De1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 27.00	Awg 3575 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 170.98	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 1,279.98	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 17.97	Billings Hardware & Servi - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 106.97	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 763.06	Bloedorn Lumber Co- Bi - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ (763.06)	Bloedorn Lumber Co- Bi - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 2,370.60	Bulbsdepot.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 89.90	Domino'S 7138 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 79.00	Dxp Enterprises - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 113.97	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 162.40	Fei, Inc. - Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 1.60	Hose & Rubber Supply - B - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 221.28	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 434.09	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 45.98	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 59.97	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 64.94	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 59.99	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 58.95	Pacific Steel Branch #02 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 30.00	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 22.97	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 339.94	The Home Depot 3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 95.43	Vermeer Mountain West, In - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 578.52	Versalift Northwest - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 32.00	Western Ranch Supply - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 43.54	Yellowstone County Treas - PCard
09/09/2024	ACH	U.S. Bank PCards	Street/Traffic	$ 189.44	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 21.14	A And H Turf And Specialt - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 369.00	A And H Turf And Specialt - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 138.74	Aaim - Services - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 12.99	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 39.99	Adobe *Adobe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 19.50	Albertsons #0630 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 196.99	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 72.40	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 88.85	Alsco Inc. - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 8.18	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 131.55	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 389.98	Amazon Mktpl*Rf59N4C20 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 389.98	Amazon Mktpl*Rf5Bn89K1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 16.99	Amazon Mktpl*Rm6Du0K61 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 143.96	Amazon Mktpl*Ru7Fx2Nh2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ (24.99)	Amazon Mktplace Pmts - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 61.79	Amazon.Com*Rm77I1I50 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 74.28	Amazon.Com*Rm77I1I50 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 479.94	Amzn Mktp Us*Rf21T2U60 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 55.94	Awg 3575 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 130.00	Batteries+Bulbs #0253 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 180.00	Batteries+Bulbs #0253 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 50.26	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 95.98	Billings Farmhand, Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 21.24	Carquest 3104 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 116.75	Cornwell Tools - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 445.96	Delta Air 0062261580850 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 267.58	Delta Air 0062261580851 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 178.38	Delta Air 0062261580851 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 908.94	Dk Hardware Supply Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 24.81	Dk Hardware Supply Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 72.19	Don Brown Bus Par - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 20.60	Don Brown Bus Par - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 72.19	Don Brown Bus Par - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 24.72	Enduro Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 4,091.48	Energi Systems Mobile - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 41.17	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 3.14	Facebk *Bdczf8Cdb2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 6.83	Facebk *Zmpah6Ydb2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 28.72	Ferguson Ent #1342 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 13.57	Ferguson Ent #1342 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 68.07	Ferguson Ent #1342 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 66.20	Ferguson Ent #1342 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 36.05	Gateway Fees - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 1,058.10	Gofmx.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 750.00	Helm-Ford Diag Software - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 5.58	Holiday Stations 0470 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 375.00	In *Cotter'S Sewer, Septi - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 22.25	In *Frosty Solutions, Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 220.00	In *Yellowstone County On - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 476.25	Jares Fence Company Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 2.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 31.97	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 12.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 22.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 33.98	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 23.38	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 60.96	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 70.47	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 17.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 29.98	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 69.89	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 89.20	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 89.76	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ (704.70)	Midwest Bus Parts Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 704.70	Midwest Bus Parts Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 1,304.00	Montana Tire Distributor - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 250.00	Msu-Bz-Ext-Localgov - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 4.72	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ (308.83)	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 308.83	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 25.98	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 104.90	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 104.90	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 104.90	Napa Store 3547001 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 66.75	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 54.00	Napa Store 3547001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 64.94	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 28.99	O'Reilly 1551 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 42.78	Pacific Steel Branch #02 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 178.00	Pacific Steel Branch #02 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 1,000.00	Pierce Billings Admin - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 86.03	Platt Electric 148 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 139.60	Purvis Industries 68 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 414.12	Purvis Industries 68 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 2,950.00	School Bus Safety Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 124.80	Selbys - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 51.70	Selbys - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 53.78	Sherwin Williams 703203 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 676.54	Sherwin Williams 703203 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 300.00	Sherwin Williams 703203 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 198.98	Shipton'S Big R West - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 89.00	Sign Pro Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 483.25	Sign Pro Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 4,938.00	Sq *Taylor Electric Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 953.25	Sun Supply Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 550.25	Sun Supply Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 929.39	Sundown Security - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 73.29	Ups (800) 811-1648 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 44.96	Wal-Mart #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 7.54	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 10.72	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 15.00	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 67.50	Yellowstone County Treas - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 546.43	Zep Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Transit	$ 16.59	Zoom.Us 888-799-9666 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 179.12	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 146.77	360 Office Solutions-Blgs - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 723.35	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 119.92	Ace Hardware Corporation - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 95.26	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 31.76	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 548.00	Amazon Mktpl*Rf7Cf5441 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 549.00	Amazon Mktpl*Ru5285O10 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 25.00	Amazon Mktpl*Rv4Q58Kv2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 14.74	Amazon Mktpl*Rv8Ej0I11 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ (25.00)	Amazon Mktplace Pmts - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 239.85	Amazon Reta* Rf7N63My1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 40.48	Amazon Reta* Rf88X5Um0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 16.08	Amazon.Com*Rj9Ls2Di1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 52.96	Amazon.Com*Rv2Wl6M41 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,531.46	Amzn Mktp Us*Rf6Mw1Cj2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 29.99	Amzn Mktp Us*Rv2Fn8F70 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 42.50	Amzn Mktp Us*Rv9Hm9D21 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 373.50	Automationdirect.Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 491.26	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 59.18	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 159.17	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 157.60	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 49.76	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 84.99	Brunt Workwear - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 971.60	Buchanan Automation Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 35.94	Buildersfirstsource64021 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 225.66	Cablesandkits - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 840.07	Cdw Govt #St34734 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 222.76	City Of Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 5.23	Conoco - Conomart 10 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,020.15	Controlbyweb - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 108.96	Danse Equipment Company - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 256.74	Danse Equipment Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 834.99	Dkc*Digi Key Corp - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 557.00	Edge Construction Supp - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 440.03	Edge Construction Supp - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 94.00	Edge Construction Supp - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ (25.00)	Edge Construction Supp - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 3,079.10	Enterprise Specialty Pro - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 42.69	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 212.60	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 198.00	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 110.00	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 147.74	Hach Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 841.70	Hach Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 16.99	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 98.93	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 86.10	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 106.51	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 11.99	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,302.00	In *Trugrit Traction Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 48.62	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 13.14	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 118.92	Kb Commercial Products - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 11.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 25.00	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 3.23	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 7.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 7.65	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 14.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 44.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 298.33	L-Com - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 175.00	Msu-Bz-Extuniv-Cm - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 175.00	Msu-Bz-Extuniv-Cm - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 175.00	Msu-Bz-Extuniv-Cm - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 38.40	Northwest Scientific Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 40.00	Party America Billings He - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 130.00	Party America Billings He - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 69.90	Powder Mix Direct - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 972.80	Pzg**Mt Dept Environ Q - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,041.65	Rsd - Billings#57 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 29.94	Shipton'S Big R East - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 169.94	Shipton'S Big R Heights - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 183.93	Shipton'S Big R Heights - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 36.25	Smartsign - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 417.40	Sq *Genuine Marketing Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 319.00	Sq *Genuine Marketing Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 59.91	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 106.41	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 5.82	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 137.94	The Home Depot 3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 53.43	The Home Depot 3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 11.14	Usps Po 2907740107 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 34.94	Wal-Mart #2923 - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 55.27	Www.Isa.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 1,596.84	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 248.96	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 19.00	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Wastewater	$ 212.81	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 225.11	360 Office Solutions Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 117.57	360 Office Solutions-Blgs - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 10.18	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 10.19	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 80.90	4Te*Alarm Monitoring Serv - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 215.00	Abpa - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 95.27	Alsco Inc. - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 31.75	Alsco Inc. - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Water	$ 29.94	Amazon Mark* Rf0H66Z50 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 34.98	Amazon Mktpl*Rj4K66I02 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 14.73	Amazon Mktpl*Rv8Ej0I11 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 186.06	Amazon Mktpl*Rv8N55Fv0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 239.85	Amazon Reta* Rf7N63My1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 40.48	Amazon Reta* Rf88X5Um0 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 16.08	Amazon.Com*Rj9Ls2Di1 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 52.97	Amazon.Com*Rv2Wl6M41 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 6,125.82	Amzn Mktp Us*Rf6Mw1Cj2 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 70.55	Amzn Mktp Us*Rj08E6801 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 29.99	Amzn Mktp Us*Rv2Fn8F70 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 42.49	Amzn Mktp Us*Rv9Hm9D21 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 191.50	Awwa.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 80.00	Batteries+Bulbs #0253 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 29.99	Best Buy 00005926 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 491.26	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 415.32	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 177.56	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 159.17	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 133.22	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 157.61	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 141.05	Big Sky Linen And Unif - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 16.10	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 4.38	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 217.79	Billings - Tacoma Screw P - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 191.95	Billings Hardware & Servi - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 99.25	Billings Pump & Irrigati - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 85.00	Brunt Workwear - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 84.70	Cdw Govt #Sl57942 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 15.00	Conoco - Billings 12 1056 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 20.06	Conoco - Caseys 12 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 5.24	Conoco - Conomart 10 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 39.97	Costco Whse #1644 - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Water	$ 108.95	Danse Equipment Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 256.74	Danse Equipment Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 44.99	Dmi* Dell Bus Online - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 80.00	Dxp Enterprises - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 308.50	Dxp Enterprises - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 80.00	Dxp Enterprises - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 339.40	Dxp Enterprises - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 94.00	Edge Construction Supp - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ (25.00)	Edge Construction Supp - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 74.97	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 128.06	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 102.97	Evergreen Ace Hardware - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 98.64	Fei, Inc. - Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 2,182.20	Flowservice Llc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 431.71	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 661.44	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 119.76	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 198.00	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 9.38	Grainger - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 685.76	Hach Company - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 21.98	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 14.99	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 75.95	Harbor Freight Tools 207 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 119.96	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 9.99	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 11.99	Heights Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 11.98	Holiday Stations 0087 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 188.02	Hose & Rubber Supply - B - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 29.16	Hose & Rubber Supply - B - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 104.96	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 17.98	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 14.37	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 59.98	Kings Ace Hdwe - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Water	$ 74.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 14.00	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 3.23	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 7.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 7.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 43.78	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 35.95	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 41.47	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 7.64	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 19.98	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 44.99	Kings Ace Hdwe - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 79.00	Linovision - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 26.76	Lowes #00319* - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 664.35	Mars Of Billings - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 214.00	Mcmaster-Carr - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 104.52	Midland Implement Co - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 175.00	Msu-Bz-Extuniv-Cm - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 175.00	Msu-Bz-Extuniv-Cm - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 175.00	Msu-Bz-Extuniv-Cm - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 925.00	Mt Rural Water System Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 34.29	Napa Store 3547007 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 19.45	Northwest Industrial Supp - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 123.11	Northwest Scientific Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 9.62	Northwest Scientific Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 193.17	Northwest Scientific Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 146.38	Northwest Scientific Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 19.89	Office Depot #450 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 25.98	O'Reilly 1751 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 1,008.60	Pacific Steel Branch #02 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 191.41	Perkin Elmer - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 157.91	Pizza Hut #1714 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 140.00	Pp*Zee Creative - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 34.29	Ratco Llc - PCard

Check Date	Check	Name	Fund Name	Amount	Item Desc
09/09/2024	ACH	U.S. Bank PCards	Water	$ 77.20	Sams Club #4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 9.84	Sams Club #4805 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 318.00	Seat Covers Unlimited - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 70.08	Sherwin Williams 703203 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 29.94	Shipton'S Big R East - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 299.54	Sigma Aldrich Us - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 36.25	Smartsign - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 773.25	Sq *Rmc Dirtworks - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 2,736.00	Ss Machine Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 1,480.00	Ss Machine Inc - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 17.45	The Home Depot #3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 137.94	The Home Depot 3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 160.29	The Home Depot 3101 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 37.00	The Ups Store 4741 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 103.21	Tst* Bw Blacksmith - Deli - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 77.78	Wal-Mart #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 49.96	Wendy'S 15001 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 24.50	West End Lock And Securit - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 44.61	Wm Supercenter #1956 - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 28.83	Womack Billings Mt - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 55.27	Www.Isa.Org - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 25.51	Yellowstone County Treas - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 26.12	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 2,196.69	Yellowstone Valley Elect - PCard
09/09/2024	ACH	U.S. Bank PCards	Water	$ 25.19	Yellowstone Valley Elect - PCard
09/09/2024	874143	Value Line Publishing	Library	$ 5,335.00	24JW-178237 Research Center Online Annual
09/09/2024	874144	Vector Solutions	Public Safety	$ 43,984.09	Annual Vector Solutions
09/09/2024	874145	Warren Transport	Trl Donate	$ 48,461.46	WO 21-38 Schedule II Skyline Trail (Marathan Loop)
09/09/2024	874147	Western Flag And Banner	Fleet	$ 3,000.00	10398
09/09/2024	874150	Wovek	St Maint Dist	$ 13,177.76	WO 23-45 Street & Traffic Remote Breakroom

City Council Regular

Date:	10/14/2024
Title:	Payment of Claims for week of September 16th, 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 $4,632,133.14 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 09162024

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/16/2024	874157	Alta Planning & Design	Planning	$ 4,481.52	Professional Services Through August 23, 2024
09/16/2024	874158	Ameri-Tech	Fleet	$ 316.22	13000
09/16/2024	874158	Ameri-Tech	Fleet	$ 9,028.28	13000
09/16/2024	874162	AT & T Corp	Airport	$ 829.11	Airport -
09/16/2024	874162	AT & T Corp	Building	$ 603.36	PW-Building Cell Phones
09/16/2024	874162	AT & T Corp	Building	$ 437.62	PW-Building Surfaces
09/16/2024	874162	AT & T Corp	Fleet	$ 90.79	Motor Pool
09/16/2024	874162	AT & T Corp	General	$ 226.10	Legal Dept -Domestic Violence
09/16/2024	874162	AT & T Corp	IT Resources	$ 119.95	IT Department -On call Phone
09/16/2024	874162	AT & T Corp	Parking	$ 22.89	Parking Division Meter Maintenance
09/16/2024	874162	AT & T Corp	PD Program	$ 160.56	CCSIU Toughbook
09/16/2024	874162	AT & T Corp	PD Program	$ 45.54	Domestic Violence -Katie Nash
09/16/2024	874162	AT & T Corp	Public Safety	$ 272.92	Animal Control Cell Phones
09/16/2024	874162	AT & T Corp	Public Safety	$ 321.12	Animal Control -MDT
09/16/2024	874162	AT & T Corp	Public Safety	$ 120.42	Assistant chiefs new iPads
09/16/2024	874162	AT & T Corp	Public Safety	$ 335.41	Comm. Center 9-1-1
09/16/2024	874162	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
09/16/2024	874162	AT & T Corp	Public Safety	$ 444.13	FIRE CRADLEPOINT AND DRONES
09/16/2024	874162	AT & T Corp	Public Safety	$ 127.42	FIRE CRADLEPOINT AND DRONES
09/16/2024	874162	AT & T Corp	Public Safety	$ 1,577.46	Fire Department Cell Phones
09/16/2024	874162	AT & T Corp	Public Safety	$ 384.09	FIRE EMS
09/16/2024	874162	AT & T Corp	Public Safety	$ 180.88	Fire EMS Cell Phone
09/16/2024	874162	AT & T Corp	Public Safety	$ 198.72	FIRE INSPECTIONS
09/16/2024	874162	AT & T Corp	Public Safety	$ 276.38	Fire iPads
09/16/2024	874162	AT & T Corp	Public Safety	$ 40.14	Fire iPads
09/16/2024	874162	AT & T Corp	Public Safety	$ 222.06	Fire iPads
09/16/2024	874162	AT & T Corp	Public Safety	$ 802.80	Fire Station iPads
09/16/2024	874162	AT & T Corp	Public Safety	$ 85.68	ICAC -Campbell and Spare
09/16/2024	874162	AT & T Corp	Public Safety	$ 481.68	MDT Fire
09/16/2024	874162	AT & T Corp	Public Safety	$ 83.39	POLICE CRADLEPOINT
09/16/2024	874162	AT & T Corp	Public Safety	$ 125.88	POLICE CSO
09/16/2024	874162	AT & T Corp	Public Safety	$ 4,002.71	Police Department Cell Phone
09/16/2024	874162	AT & T Corp	Public Safety	$ 50.27	Police -Drone

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/16/2024	874162	AT & T Corp	Public Safety	$ 5,188.19	Police MDT Toughbooks and Loaner MDT's
09/16/2024	874162	AT & T Corp	Public Safety	$ 240.84	Police MDT Toughbooks and Loaner MDT's
09/16/2024	874162	AT & T Corp	Public Safety	$ 287.20	Ylwstne Co Cellular Charges -Three cradlepoints
09/16/2024	874162	AT & T Corp	Street/Traffic	$ 55.35	School Flashers
09/16/2024	874162	AT & T Corp	Transit	$ 50.27	MET
09/16/2024	874162	AT & T Corp	Transit	$ 22.61	MET
09/16/2024	874162	AT & T Corp	Transit	$ 50.27	MET
09/16/2024	874162	AT & T Corp	Transit	$ 20.50	MET
09/16/2024	874162	AT & T Corp	Transit	$ 50.27	MET
09/16/2024	874162	AT & T Corp	Transit	$ 50.27	MET
09/16/2024	874162	AT & T Corp	Transit	$ 7.38	MET
09/16/2024	874162	AT & T Corp	Transit	$ 45.22	MET
09/16/2024	874162	AT & T Corp	Transit	$ 30.76	MET
09/16/2024	874162	AT & T Corp	Transit	$ 29.50	MET
09/16/2024	874162	AT & T Corp	Transit	$ 22.61	MET
09/16/2024	874162	AT & T Corp	Transit	$ 50.27	MET
09/16/2024	874162	AT & T Corp	Transit	$ 50.27	MET
09/16/2024	874162	AT & T Corp	Transit	$ 339.47	MET Transit Tablets
09/16/2024	874162	AT & T Corp	Wastewater	$ 180.88	PW Environmental
09/16/2024	874163	Automatic Doors Of MT	Airport	$ 25,443.00	IP-9 Window Replacement
09/16/2024	874181	Command	Public Safety	$ 3,755.20	Aerial and Ground Ladder Testing
09/16/2024	874183	County Water District Of Blngs Heights	Park Dist 1	$ 742.43	water charges for Clevenger - 01019
09/16/2024	874183	County Water District Of Blngs Heights	Park Dist 1	$ 2,528.40	water charges for primrose - 06100
09/16/2024	874183	County Water District Of Blngs Heights	Street/Traffic	$ 25.21	Water for Hilltop and Bench Roundabout
09/16/2024	874187	Cushing Terrell	Park Dist 1	$ 3,886.36	increase po for north parking lot
09/16/2024	874187	Cushing Terrell	Park Dist 1	$ 388.64	increase po for north parking lot
09/16/2024	874190	DOWL	General	$ 2,265.60	WO 23-42 BBWA Unloader - Meeting
09/16/2024	874190	DOWL	Planning	$ 16,220.00	Professional Services from 7/28/24-8/24/24
09/16/2024	874191	EBMS	City Ins Fund	$ 845.00	October 1, 2024 Billings Statement
09/16/2024	874191	EBMS	City Ins Fund	$ 36,941.67	October 1, 2024 Billings Statement
09/16/2024	874191	EBMS	City Ins Fund	$ 72,616.64	October 1, 2024 Billings Statement
09/16/2024	874191	EBMS	City Ins Fund	$ 1,263.50	October 1, 2024 Billings Statement
09/16/2024	874191	EBMS	City Ins Fund	$ 1,911.00	October 1, 2024 Billings Statement

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09/16/2024	874191	EBMS	City Ins Fund	$	6,344.52	October 1, 2024 Billings Statement
09/16/2024	874191	EBMS	Payroll Clearing	$	13,061.05	October 1, 2024 Billings Statement
09/16/2024	874195	Empire Garage Owner's Association	Parking	$	7,555.69	CITY OF BILLINGS AUGUST ASSESSMENT
09/16/2024	874196	Energy Laboratories	Water	$	3,030.00	WTP Lab Compliance Samples
09/16/2024	874202	Frontline Ag Solutions	Parking	$	5,275.00	JOHN DEERE 52IN (132 CM) QUICK-HITCH ROTARY
09/16/2024	874202	Frontline Ag Solutions	Parking	$	725.00	JOHN DEERE 54-IN (137 CM) QUICK-HITCH FRONT
09/16/2024	874202	Frontline Ag Solutions	Parking	$	8,481.76	JOHN DEERE ROPS HARD CAB
09/16/2024	874202	Frontline Ag Solutions	Parking	$	12,450.00	JOHN DEERE X 739 SIGNATURE SERIES TRACTOR
09/16/2024	ACH	Galles	Airport	$	145.06	Invoice #P1-33147-01. Filters
09/16/2024	ACH	Galles	Airport	$	142.88	Invoice #P1-33147-02.MB5 Filters
09/16/2024	ACH	Galles	Fleet	$	9.10	P1-32750.02
09/16/2024	ACH	Galles	Fleet	$	8.76	P1-32919-02
09/16/2024	ACH	Galles	Fleet	$	49.16	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	22.04	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	24.22	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	71.60	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	7.90	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	157.08	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	21.96	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	7.20	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	15.04	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	12.78	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	3.64	P1-32982-01
09/16/2024	ACH	Galles	Fleet	$	31.95	P1-32982-02
09/16/2024	ACH	Galles	Fleet	$	8.58	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	8.36	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	13.50	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	186.24	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	32.94	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	353.96	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	33.06	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	3.60	P1-33069-01
09/16/2024	ACH	Galles	Fleet	$	7.18	P1-33069-01

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09/16/2024	ACH	Galles		Fleet	$ 11.28	P1-33069-01
09/16/2024	ACH	Galles		Fleet	$ 12.78	P1-33069-02
09/16/2024	ACH	Galles		Fleet	$ 29.57	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 27.09	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 60.50	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 18.60	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 3.88	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 25.20	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 3.60	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 4.10	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 157.08	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 9.81	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 43.92	P1-33139-01
09/16/2024	ACH	Galles		Fleet	$ 23.79	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 33.06	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 30.25	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 5.33	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 8.20	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 26.32	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 186.24	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 16.40	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 13.89	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 37.20	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 7.32	P1-33230-01
09/16/2024	ACH	Galles		Fleet	$ 37.89	P1-33254.01
09/16/2024	ACH	Galles		Fleet	$ 46.76	P1-33364-01
09/16/2024	ACH	Galles		Fleet	$ 186.24	P1-33364-01
09/16/2024	ACH	Galles		Fleet	$ 157.08	P1-33364-01
09/16/2024	ACH	Galles		Fleet	$ 71.60	P1-33364-01
09/16/2024	ACH	Galles		Fleet	$ 23.44	P1-33364-01
09/16/2024	ACH	Galles		Fleet	$ 353.96	P1-33364-01
09/16/2024	ACH	Galles		Fleet	$ 13.98	P1-33364-01
09/16/2024	ACH	Galles		Fleet	$ 15.86	P1-33364-01

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09/16/2024	ACH	Galles	Fleet	$ 22.04	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 53.25	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 3.44	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 36.24	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 68.50	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 13.89	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 13.98	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 12.68	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 15.04	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 7.90	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 3.64	P1-33424-01
09/16/2024	ACH	Galles	Fleet	$ 19.02	P1-33424-02
09/16/2024	ACH	Galles	Fleet	$ 107.56	P1-33463.01
09/16/2024	ACH	Galles	Fleet	$ 8.20	P1-33517-01
09/16/2024	ACH	Galles	Fleet	$ 22.04	P1-33517-01
09/16/2024	ACH	Galles	Fleet	$ 48.44	P1-33517-01
09/16/2024	ACH	Galles	Fleet	$ 4.56	P1-33517-01
09/16/2024	ACH	Galles	Fleet	$ 11.28	P1-33517-01
09/16/2024	ACH	Galles	Fleet	$ 23.38	P1-33517-01
09/16/2024	ACH	Galles	Fleet	$ 12.22	P1-33517-02
09/16/2024	ACH	Galles	Fleet	$ 23.59	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 33.06	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 31.95	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 12.78	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 3.95	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 46.44	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 24.60	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 11.28	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 11.88	P1-33571-01
09/16/2024	ACH	Galles	Fleet	$ 7.20	P1-33571-02
09/16/2024	ACH	Galles	Fleet	$ 13.89	P1-33571-02
09/16/2024	ACH	Galles	Solid Waste	$ 429.17	Cab Air Element/Inner Air Elemen
09/16/2024	ACH	Galles	Solid Waste	$ 621.20	Outer and Inner Air Elements. Landfill.

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09/16/2024	874203	Good Earth Works	Park Dist 1	$ 897,400.55	replacement of the 6 south tennis courts at Pioneer
09/16/2024	874206	Hach Company	Water	$ 3,191.05	Controller for Staples CL17sc replacemen
09/16/2024	874206	Hach Company	Water	$ 2,641.18	REAGENT SET CHLORINE FREE CL17 - SIRR PLAN
09/16/2024	ACH	HDR	Wastewater	$ 13,349.08	WO 20-44 WRF Nutrient Recovery Improvs Proj
09/16/2024	ACH	HDR	Wastewater	$ 5,741.48	WO 23-22 Digester Boiler Engineering Design
09/16/2024	ACH	HDR	Water	$ 108,795.70	WO 19-12 West End Reservoir
09/16/2024	ACH	HDR	Water	$ 21,740.60	WO 23-12 Zone 4 Pump Station & Waterline Improv
09/16/2024	874214	Idexx	Wastewater	$ 1,305.80	WRF lab microbiological supplies used fo
09/16/2024	874214	Idexx	Wastewater	$ 326.15	WRF Lab Microbiological supplies/E.coli
09/16/2024	874214	Idexx	Water	$ 326.15	WTP Lab Supplies
09/16/2024	874214	Idexx	Water	$ 4,676.46	WTP Lab supplies
09/16/2024	874216	Inland Truck Parts	Fleet	$ 3,015.22	1660207
09/16/2024	874218	Interstate Power Systems	Capital Replace	$ 24,715.00	ERP air compressor replacement - 007006201
09/16/2024	874218	Interstate Power Systems	Wastewater	$ 133.60	block heater for portable generator 7812
09/16/2024	874218	Interstate Power Systems	Water	$ 4,997.95	Staples Generator Water Pump Replacement
09/16/2024	874218	Interstate Power Systems	Water	$ 242.96	Walters Pump Station Generator Block Hea
09/16/2024	874223	Johnson Laffen Galloway	Stillwater Const	$ 9,587.63	Inv. 21379-33Phase 1 Stillwater Bldg. - construction
09/16/2024	874225	K2 Civil	Park Dist 1	$ 55,044.00	CONSTRUCT LANDON'S INCLUSIVE PLAYGROUND
09/16/2024	874225	K2 Civil	Park Dist 1	$ 120,734.37	final payment; Castle Rock north parking lot
09/16/2024	874225	K2 Civil	Park Dist 1	$ 3,818.88	final payment; Castle Rock north parking lot
09/16/2024	874225	K2 Civil	Park Dist 1	$ 1,241.59	final payment; Castle Rock north parking lot
09/16/2024	874227	Knife River	Airport	$ 1,061,544.74	Cargo Ramp Slot 5 - Eligible for Reimbursement
09/16/2024	874227	Knife River	Airport	$ 117,949.41	Cargo Ramp Slot 5 - Ineligible Costs
09/16/2024	ACH	Kois Brothers	Fleet	$ 50.85	58621
09/16/2024	ACH	Kois Brothers	Fleet	$ 818.00	58621
09/16/2024	ACH	Kois Brothers	Fleet	$ 4,910.60	58625
09/16/2024	ACH	Kois Brothers	Fleet	$ 56.34	58626
09/16/2024	ACH	Kois Brothers	Fleet	$ 915.36	58645
09/16/2024	ACH	Kois Brothers	Fleet	$ 75.00	58645
09/16/2024	ACH	Kois Brothers	Fleet	$ 7,660.03	58652
09/16/2024	ACH	Kois Brothers	Fleet	$ 529.73	58677
09/16/2024	ACH	Kois Brothers	Fleet	$ 6,288.00	58684
09/16/2024	ACH	Kois Brothers	Fleet	$ 529.73	58691

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09/16/2024	ACH	Kois Brothers	Park Dist 1	$ 2,425.00	paint tailgate - invoice 58637
09/16/2024	874228	Kone	Parking	$ 245.18	PARK 1 ELEVATOR MAINTENANCE
09/16/2024	874228	Kone	Parking	$ 735.54	PARK 2 ELEVATOR MAINTENANCE
09/16/2024	874228	Kone	Parking	$ 422.00	PARK 2 ELEVATOR REPAIR
09/16/2024	874228	Kone	Parking	$ 490.36	PARK 3 ELEVATOR MAINTENANCE
09/16/2024	874228	Kone	Parking	$ 470.76	PARK 3 ELEVATOR REPAIR
09/16/2024	874228	Kone	Parking	$ 710.65	PARK 3 WEST PASSENGER ELEVATOR REPAIR
09/16/2024	874228	Kone	Parking	$ 777.11	PARK 3 WEST PASSENGER ELEVATOR REPAIR
09/16/2024	874229	L N Curtis and Sons	Public Safety	$ 213.90	Globe Hanging Names Patches for Turnout Gear
09/16/2024	874229	L N Curtis and Sons	Public Safety	$ 4,204.40	Mobile 2-Sided Red Rack with Six 20" Wide Sections
09/16/2024	874229	L N Curtis and Sons	Public Safety	$ 1,961.46	MSA Cairns Traditional Helmet
09/16/2024	874229	L N Curtis and Sons	Public Safety	$ 1,290.00	Xlong Cobra Ultimate 2-Ply Hood Carbon Shield
09/16/2024	874230	L P Anderson	Public Safety	$ 3,324.70	2145123
09/16/2024	874230	L P Anderson	Street/Traffic	$ 25.00	2140854
09/16/2024	874234	MaCon Supply	Water	$ 120.00	grout
09/16/2024	874234	MaCon Supply	Water	$ 3,000.00	sealant paint for Cedar Park Res roof
09/16/2024	874237	Matthew Roberts Concrete	Water	$ 2,500.00	Repair of Staples concrete walkway after
09/16/2024	874238	McLees	Wastewater	$ 600.00	Replace/Program new Thermostat
09/16/2024	874238	McLees	Wastewater	$ 3,875.00	service on exhaust fan at Rehberg Lift S
09/16/2024	874245	Morrison Maierle	Airport	$ 70,691.19	Cargo Slot 5 Ramp Construction - Federal Share
09/16/2024	874245	Morrison Maierle	Airport	$ 7,854.58	Cargo Slot 5 Ramp Construction - Local Share
09/16/2024	874245	Morrison Maierle	Transit	$ 8,737.68	Amendment 10 MET Transit Remodel Project
09/16/2024	874245	Morrison Maierle	Wastewater	$ 489.63	WO 23-01 2023 Water/Sewer Replacement
09/16/2024	874245	Morrison Maierle	Wastewater	$ 50,587.55	WO 24-01 2024 Sewer Main Repl Proj Eng Svc Agrmnt
09/16/2024	874245	Morrison Maierle	Water	$ 615.00	WO 23-39 Grand Ave Waterline Replacement Zone 4
09/16/2024	874245	Morrison Maierle	Water	$ 61,835.43	WO 24-01 Cedar Park Water Main Replacement
09/16/2024	874245	Morrison Maierle	Water	$ 3,588.00	WO 24-24 Voelker Pump Station PRV
09/16/2024	874247	Mountain West Holding	Street/Traffic	$ 3,655.00	Inv 9636 $3655 Inv 9637 $10900
09/16/2024	874247	Mountain West Holding	Street/Traffic	$ 10,900.00	Inv 9636 $3655 Inv 9637 $10900
09/16/2024	874248	MT Dept of Rev-CGR2	Airport	$ 10,722.67	Cargo Ramp Slot 5 - Eligible for Reimbursement
09/16/2024	874248	MT Dept of Rev-CGR2	Airport	$ 1,191.41	Cargo Ramp Slot 5 - Ineligible Costs
09/16/2024	874248	MT Dept of Rev-CGR2	Airport	$ 257.00	IP-9 Window Replacement
09/16/2024	874248	MT Dept of Rev-CGR2	Park Dist 1	$ 556.00	8/24 construction of inclusive playground Poly Vista

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09/16/2024	874248	MT Dept of Rev-CGR2	Park Dist 1	$ 9,064.65	bus tax-good earth works pioneer tennis courts S
09/16/2024	874248	MT Dept of Rev-CGR2	Park Dist 1	$ 1,219.53	Change order north parking lot at Castlerock park
09/16/2024	874248	MT Dept of Rev-CGR2	Park Dist 1	$ 38.57	Change order north parking lot at Castlerock park
09/16/2024	874248	MT Dept of Rev-CGR2	Park Dist 1	$ 12.55	Change order north parking lot at Castlerock park
09/16/2024	874248	MT Dept of Rev-CGR2	St Maint Dist	$ 1,508.39	WO 23-45 Street & traffic Remote Breakroom
09/16/2024	874248	MT Dept of Rev-CGR2	Transit	$ 2,666.92	MET Transit Addition & Remodel - Federal
09/16/2024	874248	MT Dept of Rev-CGR2	Transit	$ 2,095.44	MET Transit Addition & Remodel - Local
09/16/2024	874249	Napa Auto Parts	Fleet	$ 22.86	592526
09/16/2024	874249	Napa Auto Parts	Fleet	$ 23.48	592796
09/16/2024	874249	Napa Auto Parts	Fleet	$ 233.26	592879
09/16/2024	874249	Napa Auto Parts	Fleet	$ 30.74	593067
09/16/2024	874249	Napa Auto Parts	Fleet	$ 7.96	593663
09/16/2024	874249	Napa Auto Parts	Fleet	$ 3.77	593663
09/16/2024	874249	Napa Auto Parts	Fleet	$ 26.82	593741
09/16/2024	874249	Napa Auto Parts	Fleet	$ 345.00	593741
09/16/2024	874249	Napa Auto Parts	Fleet	$ 3.55	593762
09/16/2024	874249	Napa Auto Parts	Fleet	$ 8.04	593858
09/16/2024	874249	Napa Auto Parts	Fleet	$ 20.76	594040
09/16/2024	874249	Napa Auto Parts	Fleet	$ 166.94	594167
09/16/2024	874249	Napa Auto Parts	Fleet	$ 49.88	594230
09/16/2024	874249	Napa Auto Parts	Fleet	$ 15.86	594257
09/16/2024	874249	Napa Auto Parts	Fleet	$ 6.31	594462
09/16/2024	874249	Napa Auto Parts	Fleet	$ 9.48	594462
09/16/2024	874249	Napa Auto Parts	Fleet	$ 44.62	594520
09/16/2024	874249	Napa Auto Parts	Fleet	$ 59.76	594552
09/16/2024	874249	Napa Auto Parts	Fleet	$ 34.08	594599
09/16/2024	874249	Napa Auto Parts	Fleet	$ 9.48	594606
09/16/2024	874249	Napa Auto Parts	Fleet	$ 6.31	594606
09/16/2024	874249	Napa Auto Parts	Fleet	$ 7.52	594620
09/16/2024	874249	Napa Auto Parts	Fleet	$ 42.75	594631
09/16/2024	874249	Napa Auto Parts	Fleet	$ 380.47	594639
09/16/2024	874249	Napa Auto Parts	Fleet	$ 8.05	594653
09/16/2024	874249	Napa Auto Parts	Fleet	$ 15.52	594654

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09/16/2024	874249	Napa Auto Parts	Fleet	$ 85.25	594692
09/16/2024	874249	Napa Auto Parts	Fleet	$ 92.75	594692
09/16/2024	874249	Napa Auto Parts	Fleet	$ 43.49	594692
09/16/2024	874249	Napa Auto Parts	Fleet	$ 17.14	594813
09/16/2024	874249	Napa Auto Parts	Fleet	$ 149.64	594862
09/16/2024	874249	Napa Auto Parts	Fleet	$ 7.83	594919
09/16/2024	874249	Napa Auto Parts	Fleet	$ 109.50	594990
09/16/2024	874249	Napa Auto Parts	Fleet	$ 14.22	595292
09/16/2024	874249	Napa Auto Parts	Fleet	$ 8.47	595293
09/16/2024	874249	Napa Auto Parts	Fleet	$ 6.01	595294
09/16/2024	874249	Napa Auto Parts	Fleet	$ 7.83	595466
09/16/2024	874249	Napa Auto Parts	Fleet	$ 46.30	595576
09/16/2024	874249	Napa Auto Parts	Fleet	$ 36.05	595714
09/16/2024	874249	Napa Auto Parts	Fleet	$ 40.88	595819
09/16/2024	874249	Napa Auto Parts	Fleet	$ 69.75	596165
09/16/2024	874249	Napa Auto Parts	Fleet	$ 60.45	596168
09/16/2024	874249	Napa Auto Parts	Fleet	$ 214.37	596175
09/16/2024	874249	Napa Auto Parts	Fleet	$ 193.00	596175
09/16/2024	874249	Napa Auto Parts	Fleet	$ 150.25	596195
09/16/2024	874249	Napa Auto Parts	Fleet	$ 3.11	596249
09/16/2024	874249	Napa Auto Parts	Fleet	$ 8.00	596268
09/16/2024	874249	Napa Auto Parts	Fleet	$ 18.52	596512
09/16/2024	874249	Napa Auto Parts	Fleet	$ 9.77	596526
09/16/2024	874249	Napa Auto Parts	Fleet	$ 8.32	596527
09/16/2024	874249	Napa Auto Parts	Fleet	$ 23.90	596568
09/16/2024	874249	Napa Auto Parts	Fleet	$ 140.94	596618
09/16/2024	874249	Napa Auto Parts	Fleet	$ 9.78	596624
09/16/2024	874249	Napa Auto Parts	Fleet	$ 36.62	596646
09/16/2024	874249	Napa Auto Parts	Fleet	$ 8.26	596674
09/16/2024	874249	Napa Auto Parts	Fleet	$ 23.70	596718
09/16/2024	874249	Napa Auto Parts	Fleet	$ 8.21	596718
09/16/2024	874249	Napa Auto Parts	Fleet	$ 117.98	596778
09/16/2024	874249	Napa Auto Parts	Fleet	$ 276.00	596778

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09/16/2024	874249	Napa Auto Parts	Fleet	$ 32.26	597048
09/16/2024	874249	Napa Auto Parts	Fleet	$ 17.14	597191
09/16/2024	874249	Napa Auto Parts	Fleet	$ 22.80	597196
09/16/2024	874249	Napa Auto Parts	Fleet	$ 87.96	597287
09/16/2024	874249	Napa Auto Parts	Fleet	$ 38.16	599852
09/16/2024	874249	Napa Auto Parts	Fleet	$ 40.88	601001
09/16/2024	874249	Napa Auto Parts	Fleet	$ 42.60	601108
09/16/2024	874249	Napa Auto Parts	Fleet	$ 65.40	601434
09/16/2024	874249	Napa Auto Parts	Fleet	$ 37.90	601463
09/16/2024	874249	Napa Auto Parts	Fleet	$ 12.75	601463
09/16/2024	874249	Napa Auto Parts	Fleet	$ 14.34	601463
09/16/2024	874249	Napa Auto Parts	Fleet	$ 46.02	601469
09/16/2024	874249	Napa Auto Parts	Fleet	$ 48.96	601469
09/16/2024	874249	Napa Auto Parts	Fleet	$ 38.94	601469
09/16/2024	874249	Napa Auto Parts	Solid Waste	$ 46.11	595624
09/16/2024	874251	National League Of Cities	General	$ 10,288.00	City of Billings Dues 11/1/2024 - 10/31/2025
09/16/2024	ACH	Northwest Industrial Supply	Solid Waste	$ 259.20	Gloves for Mark. Collections.
09/16/2024	ACH	Northwest Industrial Supply	Solid Waste	$ 905.99	Lock box for chains in shop.
09/16/2024	ACH	Northwest Industrial Supply	Solid Waste	$ 132.58	pallet puller. Collections.
09/16/2024	ACH	Northwest Industrial Supply	Solid Waste	$ 627.00	Tool box for unit 0033. Collections.
09/16/2024	ACH	Northwest Industrial Supply	Street/Traffic	$ 14.68	inv#1568343green marking paint
09/16/2024	ACH	Northwest Industrial Supply	Wastewater	$ 52.92	adjustable wrench
09/16/2024	ACH	Northwest Industrial Supply	Wastewater	$ 210.04	hammer, wrenches
09/16/2024	ACH	Northwest Industrial Supply	Wastewater	$ 32.12	rubber hammer
09/16/2024	ACH	Northwest Industrial Supply	Wastewater	$ 24.78	Strap, wood bit
09/16/2024	ACH	Northwest Industrial Supply	Wastewater	$ 125.99	Tape measure, sling, bow rake handle, DP
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 126.00	`Tape measure, sling, bow rake handle, D
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 19.52	1 GALLON PLASTIC BUCKET P/N: 8007218
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 20.64	2" PAINT BRUSH P/N: 8781939
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 52.92	adjustable wrench
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 166.80	AXIS LARGE GLOVE - RWG533L P/N: NS00116348
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 166.80	AXIS X-LARGE GLOVE - RWG533XL P/N: NS00116349
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 40.86	BROOM HANDLE UNTHREADED P/N: 54103

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 44.43	copper cutter
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 150.15	copper tubing cutter
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 20.40	EMERY CLOTH 1" X 50 - 180 GRIT P/N: 0422039
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 32.13	rubber hammer
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 24.78	Strap, wood bit
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 70.23	STREET BROOM #516 P/N: 5917698
09/16/2024	ACH	Northwest Industrial Supply	Water	$ 70.50	V--GUARD HARD HAT-FULL BRIM- BLUE
09/16/2024	874254	NorthWestern Energy	Airport	$ 13.46	0712534-7_Airport Entrance Gate 16_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 144.25	0712535-4_1761 Aviation Pl_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 19.43	0712791-3_Airport Gate 16_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 17.52	0712795-4_Airport Gate 17_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 17.38	0712797-0_Airport Gate 9_Septembe 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 13.68	0712805-1_1300 Rimtop Dr Unit IP-10_Sep 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 8.22	0712813-5_Airport Grounds NW_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 15.76	0719759-3_Airport Gate 12_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 65.98	0719760-1_Airport Gate 14_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 17.65	0719761-9_Airport Gate 15
09/16/2024	874254	NorthWestern Energy	Airport	$ 19.14	0719762-7_Airport Gate 13_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 17.81	0720296-3_Airport Gate 29_September 2024
09/16/2024	874254	NorthWestern Energy	Airport	$ 20.11	2114868-9_503 Northview_September 2024
09/16/2024	874254	NorthWestern Energy	Building	$ 14.12	1569631-3
09/16/2024	874254	NorthWestern Energy	CDBG	$ 23.97	Account #4150071-1 1709 Saint Johns Ave
09/16/2024	874254	NorthWestern Energy	Facilities	$ 17.21	3866815-8
09/16/2024	874254	NorthWestern Energy	Facilities	$ 187.19	3922089-2
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 1,217.18	0712538-8
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.14	0722253-2
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 8.70	0722258-1
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 13.03	0722259-9
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 8.96	0722272-2
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 64.92	0722273-0
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 9.51	0722274-8
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 90.25	0722275-5
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 30.45	0722278-9

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 13.46	0722279-7
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.14	0722280-5
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.14	0722281-3
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.14	0722283-9
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.14	0722284-7
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 13.46	0722808-3
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 10.57	0722852-1
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 8.70	0722862-0
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 91.79	0722901-6
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 7.03	0722976-8
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 268.25	0722995-8
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 80.41	0723005-5
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.14	0723025-3
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 20.62	0723049-3
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 20.39	0723064-2
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 20.39	0723065-9
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 4.32	0723391-9
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 123.39	0723884-3
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 20.39	0723887-6
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 61.81	0813489-2
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 25.62	0978917-3
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 32.71	1160780-1
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ -	1409394-2
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 13.21	1849408-8
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 20.81	1904944-4
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 37.11	1941243-6
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 26.82	3241436-9
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 14.87	3771457-3
09/16/2024	874254	NorthWestern Energy	Park Dist 1	$ 38.05	4148708-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/16/2024	874254	NorthWestern Energy	Parking	$ 134.03	3835890-9
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 5.98	0722272-2
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.14	0723384-4
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 8.25	0723386-9
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 8.25	0723387-7
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 8.25	0723388-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 2.88	0723391-9
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 7.20	0723393-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.14	0723394-3
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.14	0723395-0
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.14	0723396-8
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.14	0723397-6
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.14	0723398-4
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.14	0723835-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 8.70	0723836-3
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.30	0723840-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 198.52	0723879-3
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.89	0723883-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 7.20	0881455-0
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 62.55	1045813-1
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 0.81	1265177-4
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 0.40	1396192-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 0.67	1425364-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 194.61	1513796-1
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 279.06	1513800-1
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 8.96	1513802-7
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 7.91	1513804-3
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 6.75	1514388-6
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 1.09	2041362-1
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 15.73	3707234-5
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 35.21	3707235-2
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 35.09	3707236-0
09/16/2024	874254	NorthWestern Energy	Parks Maint	$ 41.47	4103439-8

Check Date	Check #	Name	Fund Name	Amount	Item Desc
09/16/2024	874254	NorthWestern Energy	Public Safety	$ 9.10	0712532-1
09/16/2024	874254	NorthWestern Energy	Public Safety	$ 2,189.35	1183483-5
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 7.63	0855404-0
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 4.62	1045820-6
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 8.08	2047007-6
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 8.66	2047010-0
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 7.63	2047013-4
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 7.91	2047017-5
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 7.78	2047019-1
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 3.07	3088038-9
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 1.07	3590004-2
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 29.77	3648861-7
09/16/2024	874254	NorthWestern Energy	Street/Traffic	$ 10.28	3660075-7
09/16/2024	874254	NorthWestern Energy	Transit	$ 2,263.49	#0100473-8_1705 Monad Rd_September 2024
09/16/2024	874254	NorthWestern Energy	Wastewater	$ 12.05	1704025-4
09/16/2024	874254	NorthWestern Energy	Water	$ 28.21	1346673-5
09/16/2024	874254	NorthWestern Energy	Water	$ 8.81	1867265-9
09/16/2024	874258	Old Blngs Hardware Development	Downtown Loan	$ 250,000.00	DRL RLOBH
09/16/2024	874262	Passio Technologies	Transit	$ 53,732.00	Computer Aided Dispatch & AVehicle Location
09/16/2024	874265	Pierce Flooring	Airport	$ 13,686.00	Remove & Install New Carpet at Airport OC
09/16/2024	874266	Playspace Designs	Park Prgrms	$ 15,917.16	high sierra dog park shade structure
09/16/2024	ACH	RDO Equipment	Fleet	$ 46.04	P3351012
09/16/2024	ACH	RDO Equipment	Fleet	$ 46.84	P3377312
09/16/2024	ACH	RDO Equipment	Fleet	$ 18.53	P3377312
09/16/2024	ACH	RDO Equipment	Solid Waste	$ 1,828.80	Air filters for landfill units 0263 & 0269
09/16/2024	ACH	RDO Equipment	Water	$ 13,000.00	Attachment for #7435 to lift trench box
09/16/2024	874274	SHI International	IT Resources	$ 2,737.40	Email Only to G3 licenses -12
09/16/2024	874274	SHI International	IT Resources	$ 1,144.15	Qty. 5 Email only to G3 Upgrade
09/16/2024	874274	SHI International	Public Safety	$ -	2 G1 to G3 -Detective Hill and Hilde
09/16/2024	874274	SHI International	Public Safety	$ -	G1 to G3 Travis Hunt -Fire
09/16/2024	874276	Spencer Fluid Power	Fleet	$ 5,957.20	32557450
09/16/2024	874276	Spencer Fluid Power	Fleet	$ 3,590.93	32558235
09/16/2024	874276	Spencer Fluid Power	Water	$ 1,213.09	32557019

Check Date	Check #	Name	Fund Name		Amount	Item Desc
09/16/2024	874276	Spencer Fluid Power	Water	$	703.69	32565342- HYDRO-STATIC FIXED MOTOR
09/16/2024	874277	St V's Occupational Health	City Ins Fund	$	585.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Fleet	$	95.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	General	$	2,625.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Park Dist 1	$	95.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Public Safety	$	750.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Public Safety	$	65.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Public Safety	$	9,951.03	RECRUIT FIRE PHYSICALS
09/16/2024	874277	St V's Occupational Health	Solid Waste	$	285.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Street/Traffic	$	475.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Transit	$	95.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Transit	$	475.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874277	St V's Occupational Health	Water	$	485.00	Drug testing, Nurse, DOT Physicals, Vacs/shots
09/16/2024	874279	Standard Signs	Airport	$	8,805.80	Invoice #61952. Airfield Sign Panels
09/16/2024	874280	Star Service	Park Dist 1	$	14,950.00	DRINKING FOUNTAIN FOR DOG PARK AT NORTH
09/16/2024	874302	Swank Enterprises	Transit	$	264,025.24	MET Transit Addition & Remodel - Federal
09/16/2024	874302	Swank Enterprises	Transit	$	207,448.40	MET Transit Addition & Remodel - Local
09/16/2024	ACH	Town & Country Supply	Airport	$	23,670.88	Invoice #443831. QTA Car Rental Fuel
09/16/2024	ACH	Town & Country Supply	Fleet	$	4,900.17	443832
09/16/2024	ACH	Town & Country Supply	Fleet	$	4,581.14	443832
09/16/2024	ACH	Town & Country Supply	Fleet	$	7,924.96	443832
09/16/2024	ACH	Town & Country Supply	Fleet	$	3,131.84	443832
09/16/2024	ACH	Town & Country Supply	Fleet	$	2.81	443832
09/16/2024	ACH	Town & Country Supply	Park Dist 1	$	867.33	diesel for cemetery equipment - 442179
09/16/2024	ACH	Town & Country Supply	Solid Waste	$	19,063.80	442274
09/16/2024	ACH	Town & Country Supply	Transit	$	17,059.36	442259_Diesel Fuel
09/16/2024	ACH	Town & Country Supply	Water	$	1,082.40	Propane for Fox Pump Station
09/16/2024	ACH	Tractor & Equipment	Solid Waste	$	2,002.64	Elements, cartridges, and air filters for landfill units
09/16/2024	ACH	Tractor & Equipment	Solid Waste	$	628.22	o ring kit. landfill.
09/16/2024	ACH	Tractor & Equipment	Solid Waste	$	468,002.76	Rebuild powertrain/hydraulics on Landfill Unit 0262
09/16/2024	874308	Trojan Technologies	Water	$	4,343.00	Training for all staff on operation /Mai
09/16/2024	874316	Wovek	St Maint Dist	$	149,330.96	WO 23-45 Street & Traffic Remote Breakroom

City Council Regular

Date:	10/14/2024
Title:	Public Hearing - Land Use Contrary to Zoning for Rose Park School- Electronic Message Display Sign
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-24-00211

RECOMMENDATION

Planning staff recommends the City of Billings City Council conduct a public hearing and receive public comment on the Rose Park School project to install an electronic message display wall sign, contrary to the local zoning regulations. The City Council may also provide comment and suggestions to the applicant.

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

State law governing the application of local zoning regulations to public agencies, local or state, have been on the books since 1981. The purpose of this code section - MCA 76-2-401 and 402 - was to ensure the ability of public agencies to accomplish the mission and purpose of their agency while giving local communities the opportunity to comment when those projects were contrary to locally adopted zoning. Public agency is defined in the law as "a board, bureau, commission, department, an authority, or other entity of state or local government." The term captures many local or state entities from the Department of Natural Resources Conservation (DNRC) to local school districts or even city departments. The law does not apply to federal agencies or departments. The law excludes public projects on land that is privately owned. For example, if the DNRC has partnered with a landowner to complete a project on private property, it is not exempt from local zoning and is not covered by MCA 76-2-402.

In 2021, Senator Bill Mercer introduced and passed a bill that amended this section of state law. The previous convening body for Land Uses Contrary to Zoning was the appointed Board of Adjustment. In addition, the law had language that implied the Board of Adjustment could not provide its own advice, opinion, or summarize the public comments for the applicant's consideration. The changes adopted in 2021 place these types of projects in front of the local governing body (city or county) for public hearing and allows the governing body to provide input, opinion and advice to the project sponsors. The change in law however, does not give the City Council the ability to impose conditions of approval or deny the proposed project.

Rose Park School currently has a manually operated reader board wall sign on the front of the school. The letters and method of changing the sign are out-of-date. The school intends to replace the existing manually operated reader board with a wall sign that would total 10' 6" wide by 3' 5" tall of which 4' 3" of the width will be an EMD sign, as shown in the attachment. In 2021, the City of Billings (City) adopted a new zoning code that included updates to the sign code. In the previous sign code, Electronic Message Display (EMD) signs were allowed for certain "uses" and not associated with a zoning district. This included a special section just for schools, churches, and other institutional uses. The previous sign code allowed EMD signs for all schools, regardless of location. The previous code did have a limitation on the size of a wall sign for an EMD of 10 square feet or for a freestanding EMD sign of 50% of the total sign area; and EMD signs were not allowed to be used without a permanent graphic sign incorporated into the sign.

The 2021 adopted sign code amendments exclude EMD signs from certain zone districts that are generally within or in proximity to residential neighborhoods. This includes Neighborhood Office (NO), Neighborhood Mixed Use (NMU), Public 1 - Parks and Open Space, and Public 2 - Public, Civic and Institutions. Schools, churches, and small public property developments outside of downtown were placed in the Public 2 (P2) zone district. Schools and churches may have EMD signs that were permitted prior to the code change and these would be considered legal nonconforming signs.

STAKEHOLDERS

The Planning staff has not received any public comment as of the date of this report.

ALTERNATIVES

City Council may:

- Open the public hearing and take public comment and provide input and suggestions to the project sponsor,

Rose Park School.

The Council does not have the ability to approve or deny the land use contrary to zoning, but may provide feedback and concerns to the project sponsor.

FISCAL EFFECTS

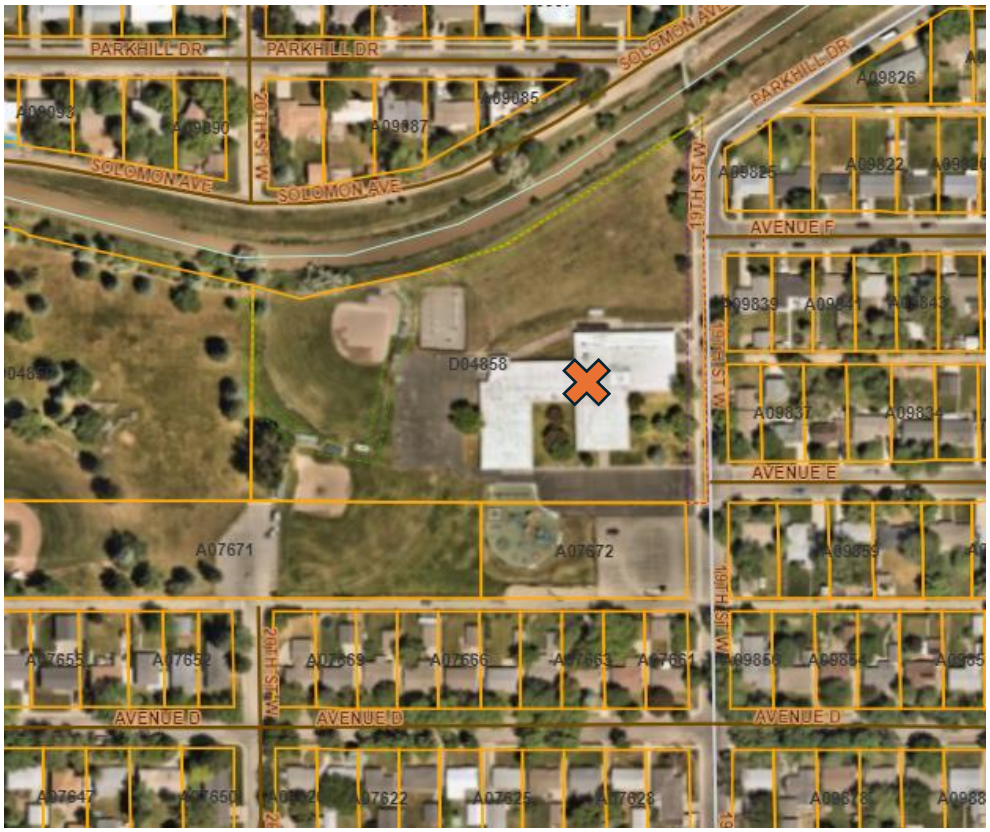
Holding the public hearing and the land use contrary to zoning will have no impact on the Planning Division budget.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Proposed sign

LUCZ 4 Attachments



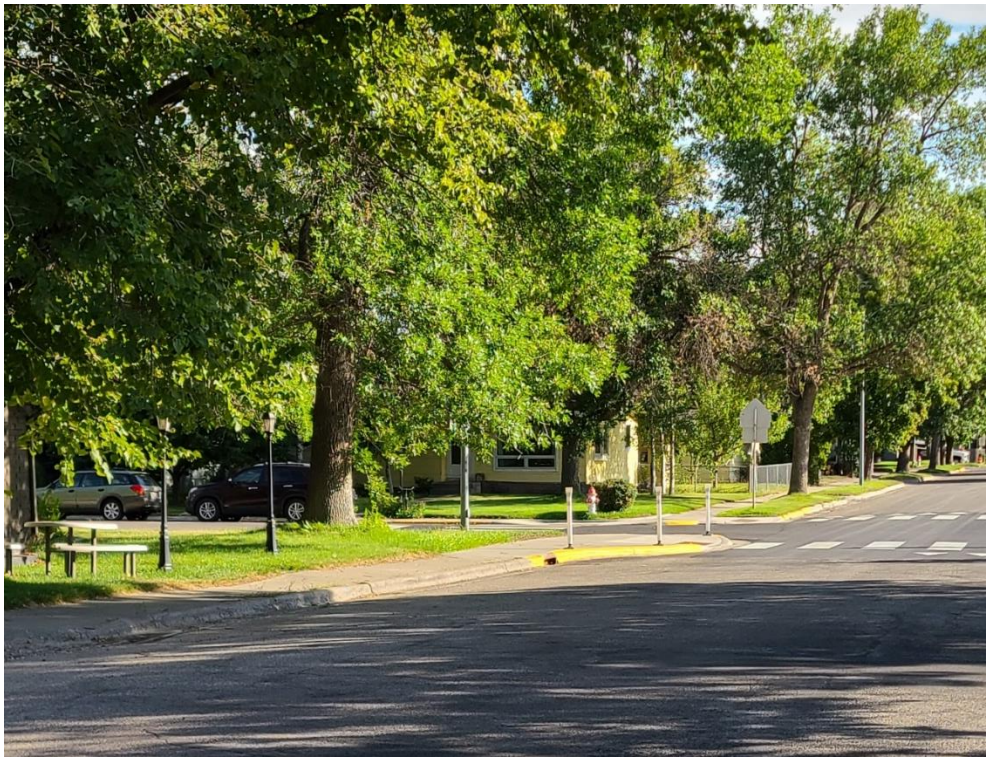


= Subject Property

LUCZ 4 Attachments



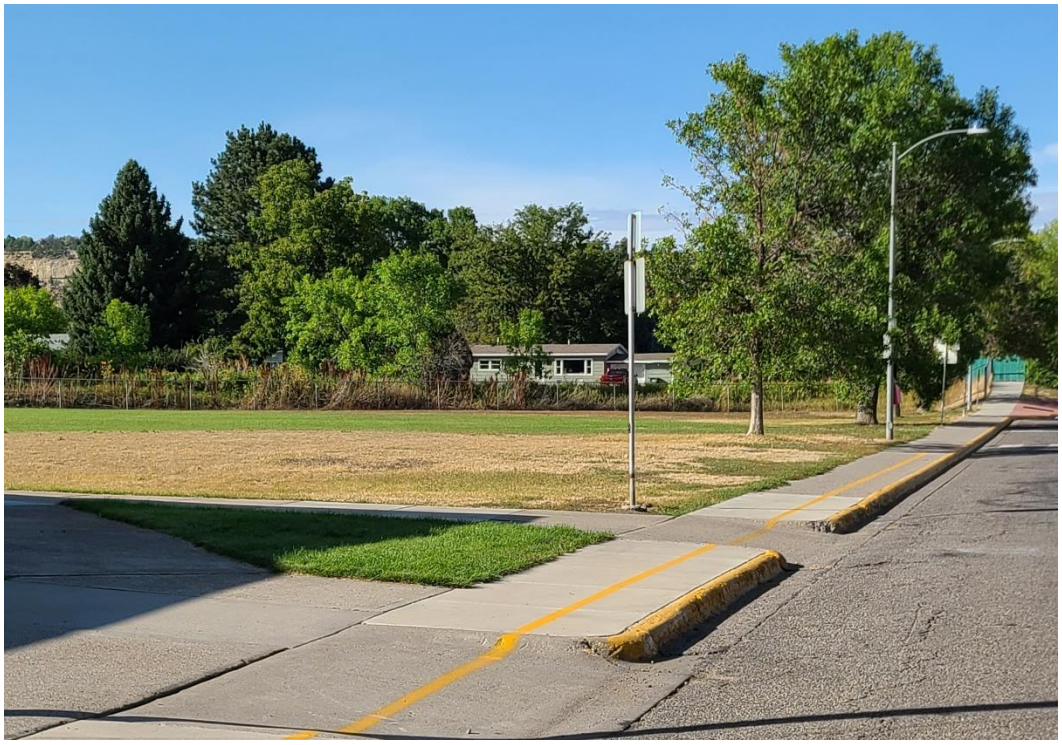




Looking South



Existing message board



North



Southwest

APPLICATION FORM

CITY Land Use Contrary to Zoning ID: City Variance #_____ - Project #_____

FEE: $546 + 40 cents per mailing label

The undersigned as owner(s) of the following described property hereby request a Public Hearing before the **City Council** on a **Land Use Contrary to Zoning** from the terms of the City of Billings Zoning Regulations.

TAX ID # D048580 CITY WARD # V

Legal Description of Property: S36, T01 N, R25 E, C.O.S. 791, PARCEL A, SW4

Address or General Location (If unknown, contact County Public Works):

1812 19th Street West, Billings, MT 59102

Zoning Classification: P2 - Public - Civil & Institutional

Size of Parcel (Area & Dimensions): 6 acres

Covenants or Deed Restrictions on Property: Yes_____ No X

If yes, please attach to application

Brief explanation of the Project:

New exterior sign with electronic reader board on front of school facing 19th Street W

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): School District #2
(Recorded Owner)
415 N 30th St., Billings, MT 59101-1252
(Address)
(406) 281-6219 griffitha@billingsschools.org
(Phone Number) (email)

Agent(s): Shannon Christensen
(Name)
13 N 23rd St., Billings, MT 59101
(Address)
(406) 896-6126 shannonchristensen@cushingterrell.com
(Phone Number) (email)

I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 8/12/2024
(Recorded Owner)

Amber Griffith, Principal
1812 19th Street West
Billings, Montana 59102
Phone 406.281.6219.
Fax. 406.254.1404

Monday, August 12th, 2024

Dear City Council,

I am writing to ask for your approval of a land use contrary to zoning application to allow an electronic reader board sign to be installed on the east side of Rose Park Elementary School on 19th Street West between Avenue E and Avenue F, replacing the current outdated message board sign.

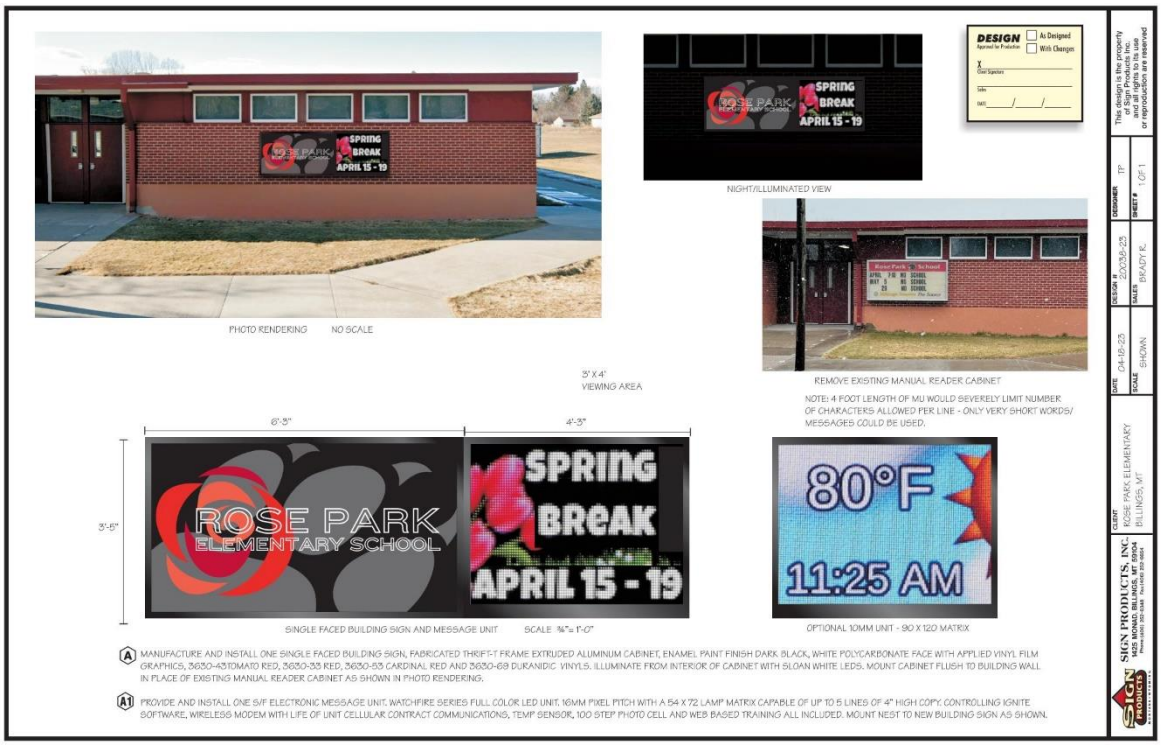
The school has been working with the PTA for several years to raise the funds for this sign. Our students have worked diligently through read-a-thons and fundraisers which have been supported by our families and community. We have the money in place to order the sign and begin installation as soon as it arrives. Everything has been coordinated with the sign company and school district facilities.

This land use contrary to zoning follows the precedent set by other elementary schools including Arrowhead Elementary and Rimrock Learning Center. The new electronic reader board will be more user friendly, look professional, and more easily communicate happenings at Rose Park with the community.

Thank you for the consideration of our application.

Sincerely,

Amber Griffith, Principal



Proposed Sign



Proposed Sign Location

City Council Regular

Date:	10/14/2024
Title:	Annexation 24-03, Public Hearing and Resolution to Annex Tracts 4,5,6A,6B of Certificate of Survey 1889
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-24-00170

RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation. In this case, a joint public hearing that considers both the annexation and the associated Zone Change 1054, a zone change from Agricultural (A) to Public 3 (P3). Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

NOTE: Though a joint hearing is being held, individual action will need to be taken on each item.

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

Mimi Wolok behalf of Montana Department of Military Affairs submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located North of Highway 3 and West of AJ Way. The land being annexed is described as being That part of E ½ NW ¼ , SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 4 and Tract 5 of Certificate of Survey No. 1889 on file in the office of the Clerk and Recorder of said County, under Document No. 1129245; and that part of SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 6A and 6B of Certificate of Survey No. 1889AM, amending Tract 6 of Certificate of Survey No. 1889, on file in the office of the Clerk and Recorder of said County, under Document No. 364410.Said annexation contains 78 gross acres more or less.

The property is zoned A - Agriculture. This is not a zoning district recognized by the City. A zone change application (ZC 1054) was submitted and is being recommended for approval by the Zoning Commission to the City Council.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area must be located within Zone 1 or Zone 3 of the Limits of Annexation Map.
    1. Area in question is in Zone 1, see attached Limits of Annexation Map.
2. The City must be able provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City.
    1. The Annexation Agreement (conditional approval) is the binding contractual agreement that identifies requirements of the City and the Developer to ensure services are provided in a mutually agreed to time. The Annexation Agreement will be considered at this same City Council meeting. The developer is required to meet this condition within 45 days per the attached resolution.
3. Existing or proposed public improvements within the area to be annexed must meet City standards.
    1. The existing property is vacant, therefore planned infrastructure will be new and is required to meet the City's regulations. The Annexation Agreement which is a condition of approval will outline public improvements required of the developer as part of developing the property. The only way this property could be developed in the city not according to adopted policies and regulations would require action from City Council or the Board of Adjustment to grant variances allowing deviations from adopted codes. No variances have been requested, and the structure is intended to be conforming to zoning and all other City of Billings regulations.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts.
    1. A standalone waiver is required as a condition of approval for this annexation. This waiver is attached to the Annexation Agreement. The waiver is good in perpetuity and is not subject to the 20-year limitation as identified in the Montana Subdivision and Platting Act.
5. All residential property owners within the area to be annexed must create or join an existing park maintenance

district.
    1. This criteria is not applicable, as confirmed by the Parks Department as there is not a park maintenance district governing the area, nor is there a parkland dedication requirement for the development. Parkland dedication may be required in the future if the property is subdivided in accordance with the Subdivision and Platting Act, though the likelihood of this is small since the Department of Military Affairs will be developing the parcels for the use of a Readiness Center.
6. Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents.
    1. This criteria is not applicable to this annexation since the land is proposed to be developed as a civic campus that will house a Readiness Center. There are no planned private residential uses for the property, aside from possible short term living quarters for military personnel.
7. The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.
    1. Essential Investments:
        1. Infill development and development near existing City infrastructure may be the most cost-effective
        2. Neighborhoods that are safe and attractive and provide essential services are much desired
        3. Mobility and Access (transportation choices in places where goods and services are accessible to all)
    2. Prosperity:
        1. Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably and detailed responses are provided below.

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to the property proposed for annexation. The Developer will be responsible for the design and construction of a sanitary sewer main and a water main in AJ Way along the frontage of the above-described property.
- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The Developer Tract will be accessed from AJ Way.
- Fire Stations: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed in order to meet and maintain a high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station is Station #1, located at 2305 8th Ave. N., approximately 4.15 road miles or approximately 9 minutes driving time to the subject property depending on traffic.
- Parks: No Parkland or Trails will be required as part of this annexation.
- School facilities: School District #2 did not raise any special requests or concerns during their review of this proposal.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property, however the Fire Department in its comments above did note its concerns as additional property is annexed into the City.

- Transit: The annexed area is not directly serviced by a MET Route. The nearest fixed route currently operates through an intersection about 2 miles away via North 27th Street and Highway 3 at Terminal Circle at the Billings Logan International Airport entrance. MET does not anticipate that fixed-route would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- Police: This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area. Despite passage of a safety levy, continued annexation and development will affect the BPD's ability to deliver service without commensurate resources.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered

within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County.

The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative effect. Therefore, City Council is being provided with a recommendation of approval.

STAKEHOLDERS

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

ALTERNATIVES

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the annexation agreement and ward boundary ordinance. On July 5, 2024, the annexation petition was submitted to the Planning Division by the owner's agent. On October 14, 2024, the City Council is scheduled to take action on the petition.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Limits of Annexation
Annexation Resoultion 24-03
Standalone Waiver of Right to Protest

ArcGIS Web Map



9/17/2024, 10:05:25 AM

1:10,286

0 330 660 1,320 ft

0 100 200 400 m

Limits of Annexation

- Zone 1 Petition Area
- Tax Parcels
- Billings City Limits

Road Centerline

- US ROUTE or STATE HIGHWAY
- STREET
- PLACEHOLDER

RESOLUTION NO. 24 -

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

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

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

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

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

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

That part of E ½ NW ¼ , SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 4 and Tract 5 of Certificate of Survey No. 1889 on file in the office of the Clerk and Recorder of said County, under Document No. 1129245;
and
That part of SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 6A and 6B of Certificate of Survey No. 1889AM, amending Tract 6 of Certificate of Survey No. 1889, on file in the office of the Clerk and Recorder of said County, under Document No. 3644104.

Said annexation contains 78 gross acres more or less.

(# 24-03) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements

and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.

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

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 14th of October, 2024.

CITY OF BILLINGS:

BY: _____

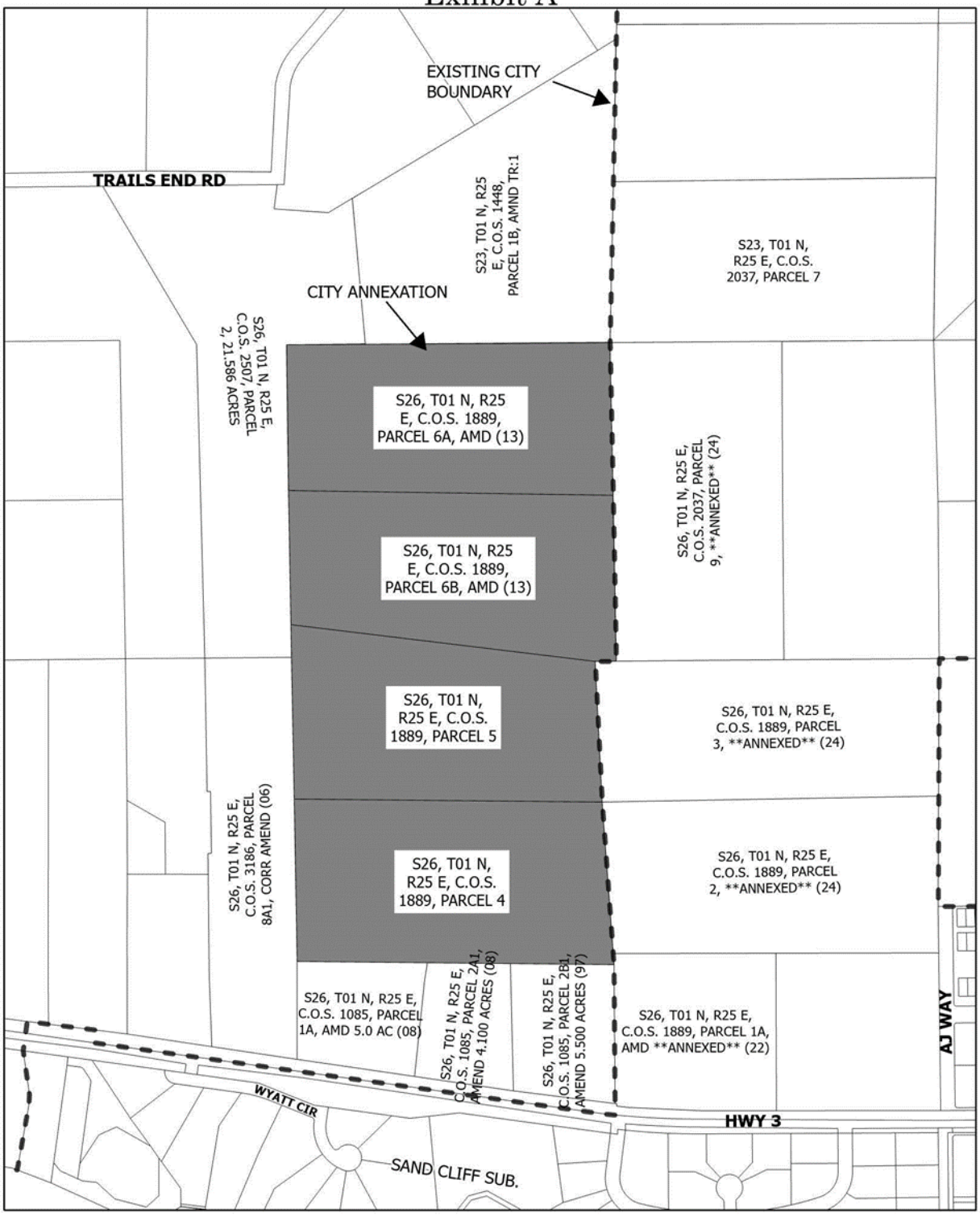
William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk
(# 24-03)

Exhibit A


EXISTING CITY BOUNDARY
TRAILS END RD
S23, T01 N, R25 E, C.O.S. 1448, PARCEL 1B, AMND TR:1
S23, T01 N, R25 E, C.O.S. 2037, PARCEL 7
CITY ANNEXATION
S26, T01 N, R25 E, C.O.S. 2507, PARCEL 2, 21.586 ACRES
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 6A, AMD (13)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 6B, AMD (13)
S26, T01 N, R25 E, C.O.S. 2037, PARCEL 9, **ANNEXED** (24)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 5
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 3, **ANNEXED** (24)
S26, T01 N, R25 E, C.O.S. 3186, PARCEL 8A1, CORR AMEND (06)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 4
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 2, **ANNEXED** (24)
S26, T01 N, R25 E, C.O.S. 1085, PARCEL 1A, AMD 5.0 AC (08)
S26, T01 N, R25 E, C.O.S. 1085, PARCEL 2A1, AMEND 4.100 ACRES (08)
S26, T01 N, R25 E, C.O.S. 1085, PARCEL 2B1, AMEND 5.500 ACRES (97)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 1A, AMD **ANNEXED** (22)
AJ WAY
WYATT CIR
HWY 3
SAND CLIFF SUB.

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, driveways, survey monuments, street name signs, street lights, street light energy and 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:

Description of Property (Document No. _____), of which plat is on file and recorded at the Yellowstone County Clerk and Recorder's Office.

"DEVELOPER" *Developer*

By: _____
Title:_____

STATE OF MONTANA)
:ss.
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as the _____of *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:_____

City Council Regular

Date:	10/14/2024
Title:	ZC 1054 - Montana National Guard Project - Hwy 3
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-24-00188

RECOMMENDATION

The Zoning Commission is recommending the City Council approve and adopt the findings of the 10 review criteria for Zone Change 1054.

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

This is a zone change request for property legally described as Tracts 4 and 5 of COS 1889 and 6A and 6B of Certificate of Survey 1889 Amended, approximately 78.15 acres of land, from Agriculture (A), a county zone district, to Public 3 - Civic Campus (P3- Civic), a city zone district. The proposed zoning would facilitate the Department of Montana Military Affairs in the development of an Army National Guard facility. In order for these parcels to be developed, they will be annexed into the City of Billings. This will give access to municipal water and sewer, among other utilities. When properties are annexed into the City of Billings (City), they must also go through a concurrent process to have the property re-zoned to a City Zoning District. In this case, the applicant is seeking a zone change to Public 3 Campus (P3). The P3 district is intended for public and civic uses involving multiple structures that are developed in a campus-like environment. P3 zoning is available for medical campuses, educational campuses, and civic campuses with three (3) or more principal buildings. The Army National Guard facility, more specifically known as the Billings Readiness and Innovation Campus (BRIC) is considered a civic campus in accordance with zoning and buildings will likely be constructed over the course of several years. But once the project is completed, it will achieve the campus feel as intended by the district.

The following is background information on the proposed facility and operations provided by the Army National Guard:

> " *We intend to build a Montana Army National Guard Readiness Center on the site as a whole -- the parcels we are proposing to annex now and the 2 parcels adjacent to Hwy 3 that are zoned heavy commercial. The neighborhood meeting notes in the application narrative state that the current leadership's intent is for a Readiness Center and a Vehicle Maintenance Shop. LTC John Gerhing is heading the planning process, with the assistance of engineering firms. A typical readiness center would have 1-3 full time staff conducting office work and minor vehicle maintenance M-F. One weekend a month around 50-150 part time staff would arrive for training on a scheduled drill weekend. Depending on the month this could include classroom instruction, group physical fitness and more significant vehicle maintenance. For a consecutive 15 days (usually in the summer) it would be most intensively used by the entire staff for an annual training period. This could include convoy practice, a community open house and more of the activities that happen on the drill weekends.*
>
> *We have a total of 138 acres that make up the Billings Readiness and Innovation Campus (BRIC). 40 acres have already been changed from Agricultural to P3 and annexed into the City of Billings. The 78 acres we are currently requesting zone change for will complement our development of that initial 40 acres. It is our intent to have all 138 acres developed in a campus-like environment. We are not currently funded for any projects on the property in question, but it is our intent to incorporate a vehicle maintenance facility, a short-term lodging facility, a dining facility, and dedicated outdoor physical fitness area. Additionally, this property will serve as a buffer to our aviation support facility under construction. The northernmost track is essentially undevelopable due to airport height restrictions and will purely be a buffer. Our intent would be for a low-density use of the four tracts in question. Parcel 6A has significant FAA restrictions based on proximity to the Logan Intl Airport. Then portions of Parcels 5 and 6B will have FAA restrictions resulting from our helipad."*

APPLICATION DATA

OWNER: Montana Department of Military Affairs
LEGAL DESCRIPTION: Tracts 4 and 5 of COS 1889 and Tracts 6A and 6B of COS 1889 Amended located in Section 26, Township 1 north, Range 26 east, Principal Meridian Montana, Yellowstone County, Montana

ADDRESS: N/A
CURRENT ZONING: Agriculture (County)
PROPOSED ZONING: Public 3 (City)
EXISTING LAND USE: Agriculture/Vacant
PROPOSED LAND USE: Civic Facility - Montana National Guard Readiness Center
SIZE OF PARCEL(S): approximately 78.15 acres

SURROUNDING LAND USE & ZONING:
NORTH: County Agriculture - Residential/Vacant
SOUTH:County Rural Residential 3 - Residential
EAST: Public 2 and Public 3 - Aviation
WEST: County Agriculture - Residential

The Zoning Commission recommends approval and adoption of the findings for the 10 review criteria for Zone Change 1054 as detailed in the summary section of this report. The proposed P3 zone is compatible with nearby existing aviation facilities and would not be overly intrusive to nearby low-density residential developments considering existing aviation activity.

STAKEHOLDERS
Planning staff notified the surrounding owners, published a legal ad, and posted the property as required by the zoning regulations. Planning staff did not received any correspondence on the proposed zone change from surrounding owners prior to the Zoning Commission meeting. A pre-application neighborhood was conducted by the applicant on July 17, 2024 at 2121 Hangar Drive, and 16 persons signed the attendance sheet. The pre-application meeting notes and sign in sheet are attached.

Zoning Commission Public Hearing, September 3, 2024
Staff gave a presentation to the Zoning Commission and gave staff's recommendation of approval. Chairman Brooks asked if his fellow commissioners had any questions; the Zoning Commission had no further questions. The Chairman invited the applicant to give any comments. Applicants Mimi Wolok and Joel Miller spoke about the greater scope of the project and provided additional clarification on the proposal and why it was done in stages. The applicant stated the soonest construction could possibly start is 2034.

Chairman Brooks then opened the public hearing. There were no public comments. Chairman Brooks then closed the hearing. There were no additional comments from any of the commissioners. Commissioner McCall made a Motion, Seconded by Commissioner Goss to recommend approval for Zone Change 1054 to the City Council. Motion was passed with a unanimous vote.

ALTERNATIVES
The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1055 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1055; or,
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion;or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public has not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

FISCAL EFFECTS
Approval or denial of the proposed zone change will not have an effect on the Planning Division budget.

SUMMARY
Before making a decision, the City Council shall consider the recommended findings from the Zoning Commission on Zone Change 1054

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:
Essential Investments (relating public and private expenditures to public values)

- Infill development and development near existing City infrastructure may be the most cost-effective

- Neighborhoods that are safe and attractive and provide essential services are much desired
- Mobility and Access (transportation choices in places where goods and services are accessible to all)

Prosperity (promoting equal opportunity and economic advancement)

- Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses

The proposed zoning would allow for the development of a military facility that would serve the region and promote safety. There is only one other facility in the state that serves this role, and a facility like this in Billings will provide faster response times to this part of the state. Additionally, this activity is being located in proximity to an area of the city that already has established aviation operations. The proposed zone aligns with allowed development on adjacent parcels. The P3 district allows civic campuses.

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. Additionally, the annexation of the property provides for municipal water service for the site. Any new construction on the site will follow applicable building codes.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. This is not unique to the P3 zone, but instead is promoted by all adopted zoning districts within the City of Billings. The site and structure regulations found in 27-500.1 in the P3 district promote the minimum standards to ensure public health and safety and promote general welfare. New construction on the site will follow building code requirements to ensure and promote public health, public safety and general welfare. Public health and public safety will be promoted by the proposed zone change.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?

Transportation: The proposed zoning itself will have no appreciable effect on the adjacent transportation network, however once the property is developed there will be some impact to nearby roadways. The property will be served by AJ Way, a public road that is accessed by Highway 3. Montana Highway 3 is a National Highway System (NHS) non-interstate route that extends from Billings to Great Falls. In the project vicinity, Highway 3 generally runs east to west providing access to several public streets and numerous residential driveways. Currently, the facility has a single travel lane in each direction with left-turn lanes at Rod & Gun Club Road (eastbound), Zimmerman Place (westbound), Apache Trail (westbound). Highway 3 also has right-turn lanes at its intersections with Rod & Gun Club Road (westbound) and a roundabout at Zimmerman Trail. In prior actions, the Army National Guard annexed Tracts 2 and 3 of COS 1889, as part of the annexation agreement any development on the property requires a traffic impact study. The City of Billings Master Site Plan requires that all developments generating over 500 Average Daily Trips (ADT) shall submit a traffic impact study.

The Billings Area Long Range Transportation Plan classifies Highway 3 as a Principal Arterial. Principal arterial roadways are built to carry higher volumes of traffic generally between 30,000-55,000 (ADT). Today, traffic volumes in the corridor are approximately 11,500 Average Daily Traffic (ADT). Projections indicate that traffic will increase to approximately 17,000 ADT by the year 2040.

Generally, the Level of Service (LOS) through the corridor operates at A or B which is well above the average LOS for the Billings community.

The Army National Guard (ANG) will have an estimated 14 full-time employees. Additionally, the ANG will host monthly trainings 1 weekend per month. Staff has identified no concerns with access from AJ Way and Highway 3 that would create a negative finding given the above-mentioned information specific to the function of Highway 3.

Water and Sewer: The City provides water and sewer to the property. The utilities will be provided in accordance with the associated annexation agreement that is mutually agreed upon between the City of Billings and the Property Owner/Developer. This agreement is a strict condition of approval for annexations. Water will be extended to the property via AJ Way. Per the annexation agreement, the Developer shall pay any water system and wastewater system development fee prior to the issuance of any building permits.

Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. The proposed development does not include residential uses, therefore, additional students due to this zone change would not be anticipated. It should be acknowledged that with new jobs in the community, the school district may realize some increase in student population, however, the zone change does not have a direct correlation to

this.

Fire and Police: The subject property is served by city public safety services. The property is currently served by the Billings Fire Department and upon annexation will continue to be served. The nearest fire station is Fire Station 1 which is located approximately 4.0 miles away. The Police and Fire Departments expressed no concerns with the zone change.

5. Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed P3 zone, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant, therefore any new structure(s) will be required to meet the standards required by Section 27-500.1 and Building Code Requirements.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning itself will not impact motorized and non-motorized transportation. Once developed, there will be increased volume to the transportation network, both motorized and non-motorized. At this time, the readiness center will house up to 3 full-time employees and will host trainings once per month with an estimated 50-150 personnel. AJ Way provides direct access to the property and upon annexation of these parcels, the access will be in the same location. Highway 3 provides access to AJ Way. Highway 3 is a principal arterial road and a United States (US) highway. Principal arterial roads are built to carry higher volumes of traffic generally between 30,000-55,000 ADT. Today, traffic volumes in the corridor are approximately 11,500 ADT. Projections indicate that traffic will increase to approximately 17,000 ADT by the year 2040, well under the designed capacity.

Over time, some improvements may need to be made along Highway 3. In prior action, the Army National Guard annexed Tracts 2 and 3 of COS 1889, as part of the annexation agreement any development on the property requires a traffic impact study. All identified improvements shall be the responsibility of the developer. Should any improvements be required at the intersection of A J Way and Highway 3, the Developer shall contribute its proportionate share. The City of Billings Master Site Plan requires that all developments generating over 500 Average Daily Trips (ADT) shall submit a traffic impact study. These may include traffic management facilities like turn lanes. The addition of improvements such as these will need to be coordinated with the Montana Department of Transportation. Also in the vicinity is the Skyline Trail, which is located south of Highway 3. The Skyline Trail is a multi-use trail that extends from the intersection of Highway 3 and Zimmerman Trail through Airport Road along the south side of Highway 3. Users of the trail system will observe more air traffic, but the development of the parcel would not obstruct access to the trail.

7. Will the new zoning promote compatible urban growth?
The proposed zoning is compatible with the adjacent zoning and existing uses in the vicinity. This property is near the Billings Flying Service, the Billings Airport and other undeveloped P2 zoned land owned by the City of Billings. The Billings Flying service is a commercial heliport. The use of this property for the Army National Guard close to a heliport and municipal airport does not create compatibility concerns. The proposed Army National Guard readiness center will also be adjacent to agricultural lands, some that have single family residences. These residences will remain in Yellowstone County. Based on existing activity from the Billings Airport and Billings Flying Service, there are no additional findings to suggest the P3 zone for the use of the National Guard would not be suitable next to agricultural zoned land.

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 will allow a civic campus to be used by the Army National Guard. The proposed zoning is compatible with the adjacent zoning and existing development and uses in the vicinity. The property is suitable for the proposed use and will fit in with the already existing and established aviation uses in the vicinity (Billings Airport and Billings Flying Service). Further, this use is compatible with the character of the surrounding districts of Public 2 (P2), Public 3 (P3), Heavy Commercial (CX), and Agriculture (A).

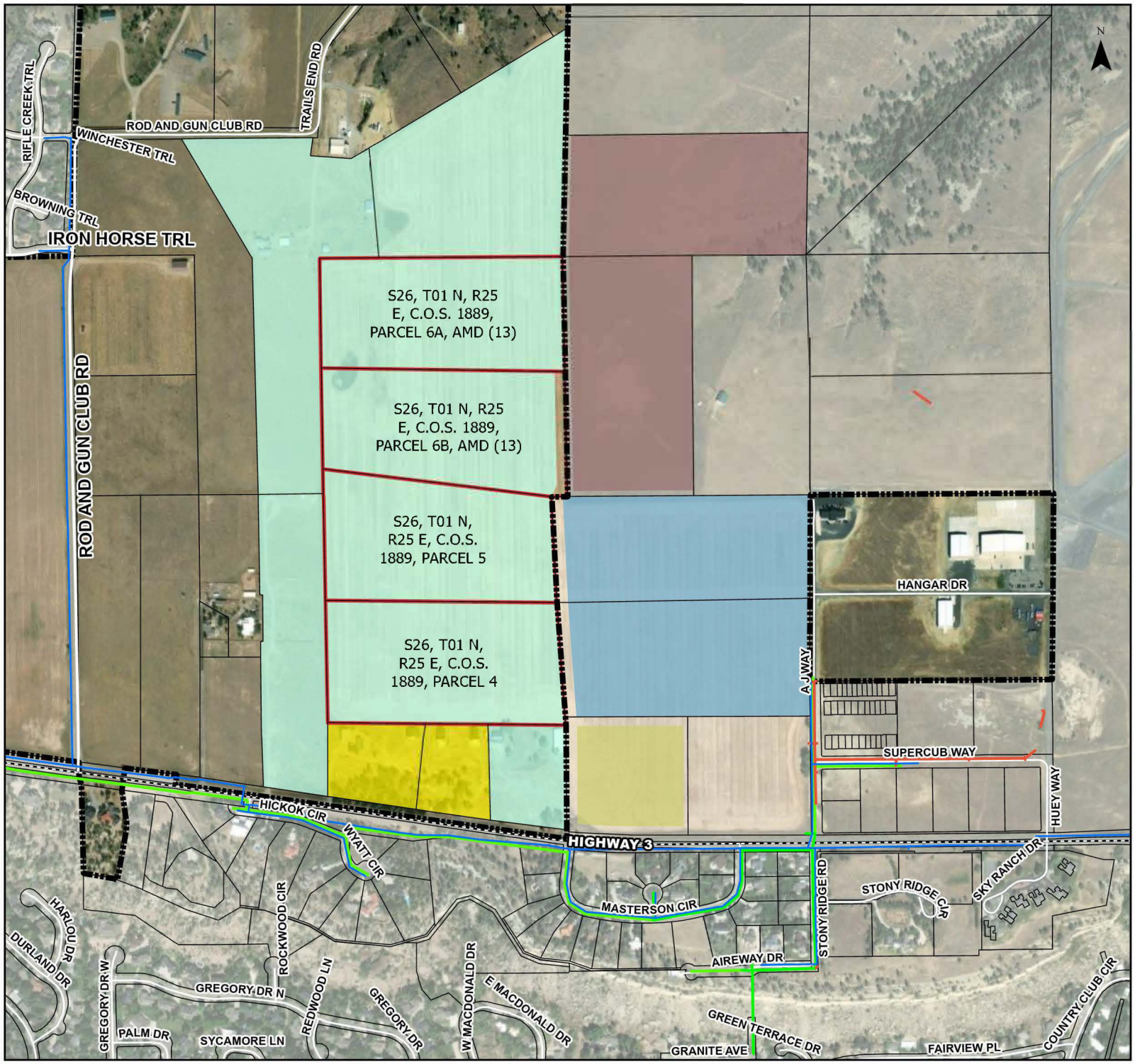
9. Will the new zoning conserve the value of buildings?
The property is currently vacant, therefore the new zoning will not have an impact on the value of buildings for the parcel. Any new structures will need to be in compliance with zoning and building codes, therefore, there are no concerns related to the conservation of value of buildings on the parcels subject to the zone change.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
In order for the property to be annexed into the City, it requires the property be rezoned to a zone recognized by the City. The Department of Military Affairs owns the property and intends to develop it for the Army National Guard. The landowner has chosen the P3 zone as the most appropriate zone and intends to develop the property in accordance with the requirements of the zoning. A use like this near already established civic facilites, aviation operations, and

businesses does encourage the most appropriate use throughout the City of Billings.

Attachments

Zoning Map and Site Photos
Application
Zoning History
Zoning Ordinance



Annexation & Rezoning Map

Legend

- Water Main
- Stormwater Main
- Sewer Main
- Sewer Pressurized Main
- Parcel Boundary
- Existing City Limits
- Parcels to be Annexed
- A - Agriculture (10+ acres)*
- CX - Heavy Commercial
- P2 - Public- Civic, Institutional
- P3 - Public- Campuses - Medical, Civic, Educational
- RR3 - Rural Residential (3 to 9.9 acres)*

Date: 3/11/2024
Scale: 1:9,000

0 0.05 0.1 0.2 Miles


ZONING
REQUEST
ZONE
CHANGE
1054
SPECIAL
REVIEW
VARIANCE
MPO
Billings







CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE **Billings Zone Change #**_____ **Project #**_____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning: County Ag

Proposed Zoning: P3

PARCEL TAX ID# D045910, D045920, D045930, D045930A CITY ELECTION WARD: Ward 1

Legal Description of Property: Tracts 4 and 5, COS 1889, S26, T1N, R25E; and Tracts 6A and 6B, COS 1889AM, S26, T1N, R25E

Address or General Location (If unknown, contact City Engineering): 3648 AJ Way, Billlings

Size of Parcel (Area square feet or acres): 78.15 acres

Present Land-Use: vacant

Proposed Land-Use: Montana National Guard Readiness Center

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s): Department of Military Affairs, an agency of the State of Montana
(Record Owner)

1956 Mt. Majo St., Ft. Harrison, MT 59636
(Address)

(406)324-3112 (Phone Number) miriam.s.wolok.nfg@army.mil (email)

Agent(s): Mimi Wolok, Realty Officer
(Name)

1956 Mt. Majo St., Ft. Harrison, MT 59636
(Address)

406324-3112 (Phone Number) miriam.s.wolok.nfg@army.mil (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 7/23/24
(Record Owner – Digital Signature Allowed)

City Zone Change 1054 – Tracts 4,5,6A and 6B of C/S 1889

Chart of Zoning History

SUBJECT PROPERTY	Application	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Tracts 4,5,6A and 6B of C/S 1889	ZC 1054		A to P3		
SURROUNDING PROPERTY	**Application**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
2300 Block Hwy 3	County ZC 669	4/2016	A-1 to P and CI	Y	Helipad and Ancillary Aviation Businesses
Hwy 3	County ZC 676	11/2016	A-1 to HC	Y	
Hwy 3	County ZC 680	4/2017	CI to HC	Y	
3648 AJ Way	City ZC 1026	5/2/23	A to P3	Y	Same applicant

ORDINANCE 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Tracts 4, 5, 6A, and 6B of Certificate of Survey 1889, 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. Tracts 4, 5, 6A, and 6B of Certificate of Survey 1889** is presently zoned **Agriculture (A),** 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 **Tracts 4, 5, 6A, and 6B of Certificate of Survey 1889,** is hereby changed from **Agriculture (A),** to **Public 3-Civic (P3),** and as shown on Exhibit A, and from the effective date of this ordinance, the area shown on Exhibit A shall be subject to all the rules and regulations pertaining to **Public 3-Civic (P3),** 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 14th day of October, 2024.

PASSED, ADOPTED and APPROVED on second reading this 28th day of October, 2024.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

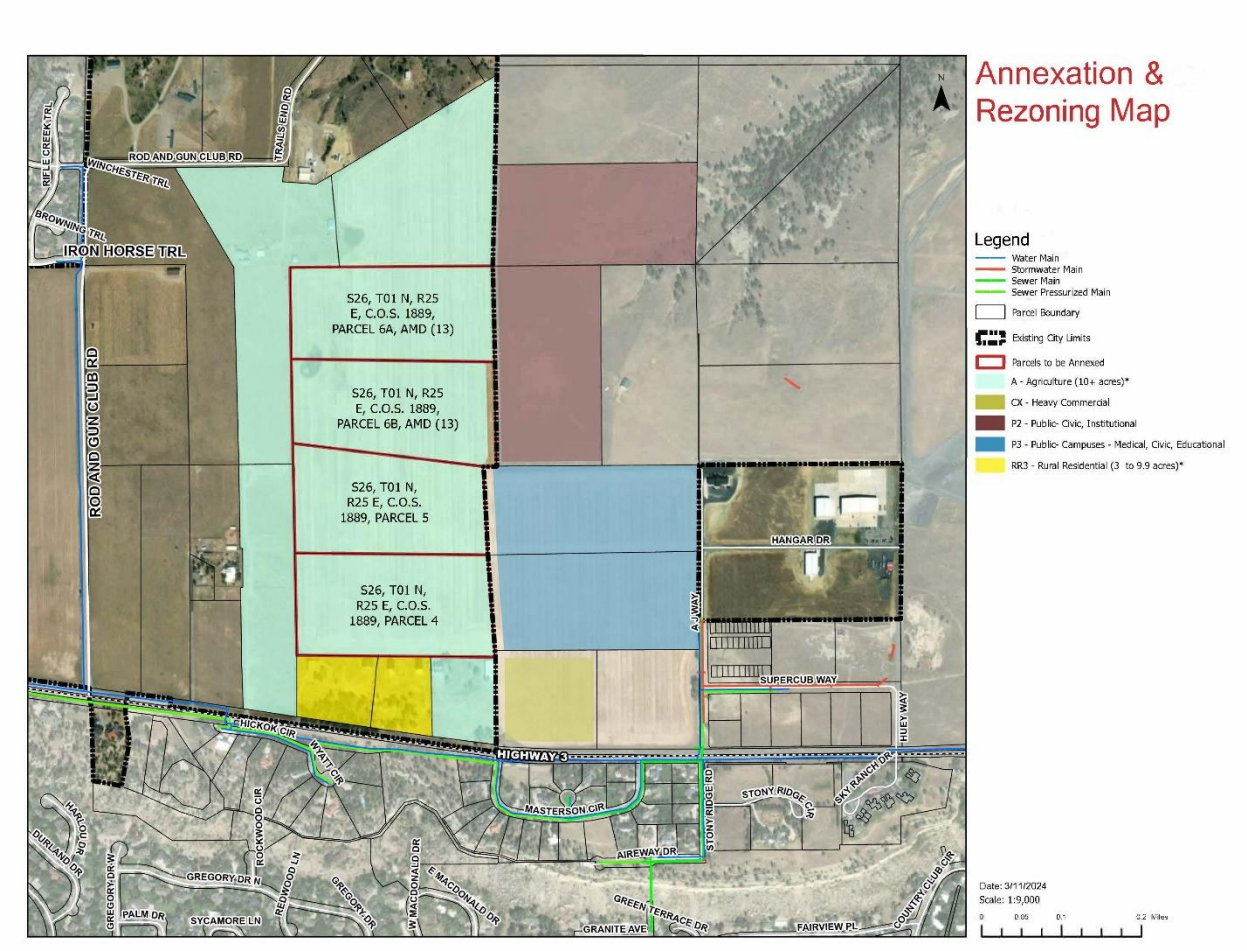
Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1054 – Tracts 4, 5, 6A, and 6B of Certificate of Survey 1889

Exhibit A



City Council Regular

Date:	10/14/2024
Title:	Annexation Agreement with the Department of Military Affairs
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the Annexation Agreement with 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 adjacent to parcels annexed in 2023, also owned by the Department of Military Affairs. These two parcels do not front public streets, but would access AJ Way through the existing Department of Military Affairs property. 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;
- Requirement for a traffic impact study, mitigation of impacts, and future intersection contributions; and
- Requirement for the airport to have the ability to review developments for structure height, noise compatibility, compatible land uses, and lighting, glare and pyrotechnic use.

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 for improvements 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
Annexation Exhibits

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. The City of Billings Airport shall have the ability to review any development of the Developer Tracts for structure height, noise compatibility, compatible land uses, and lighting, glare, and pyrotechnic use.

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*

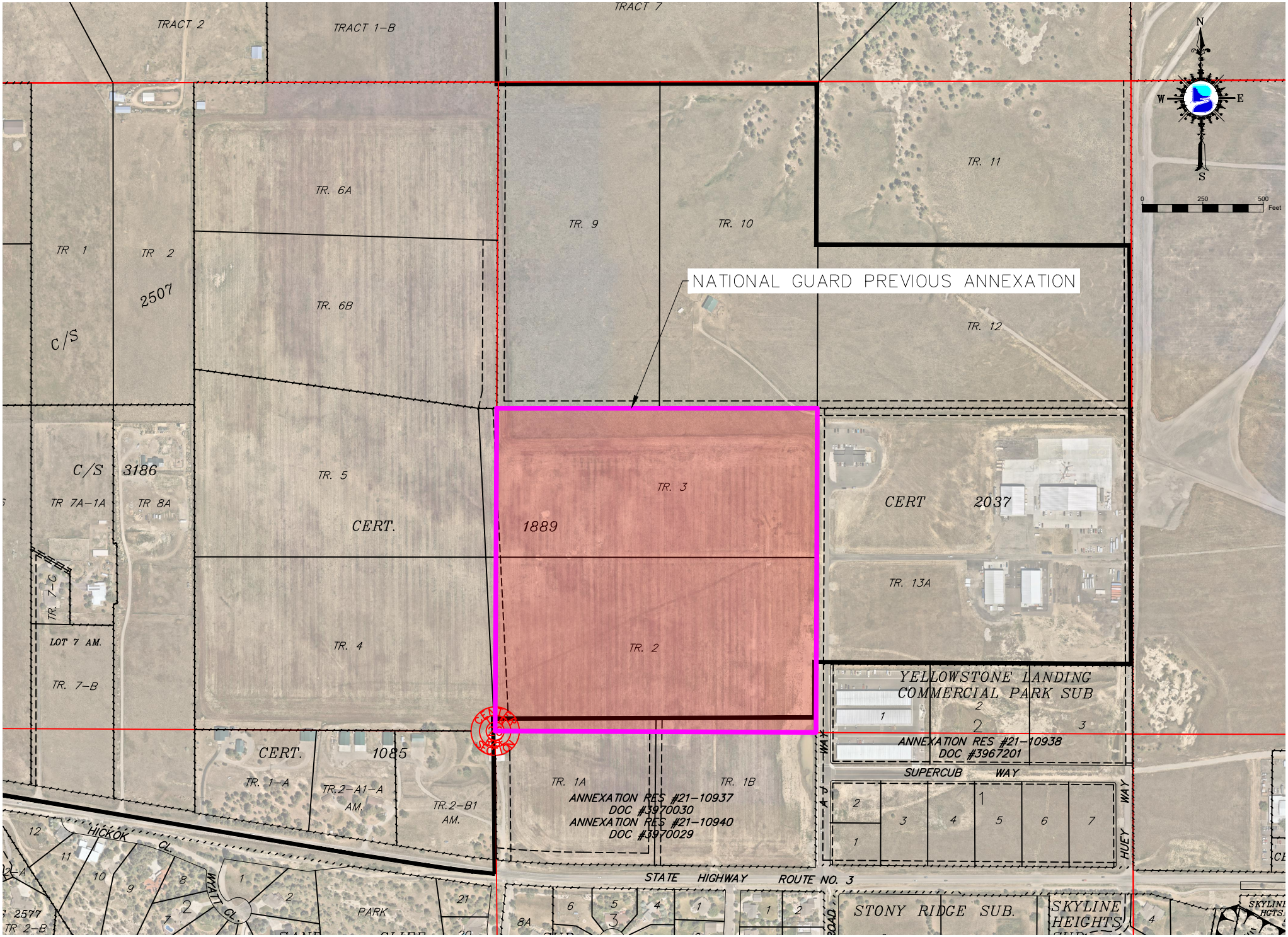
By: _____
Title:_____

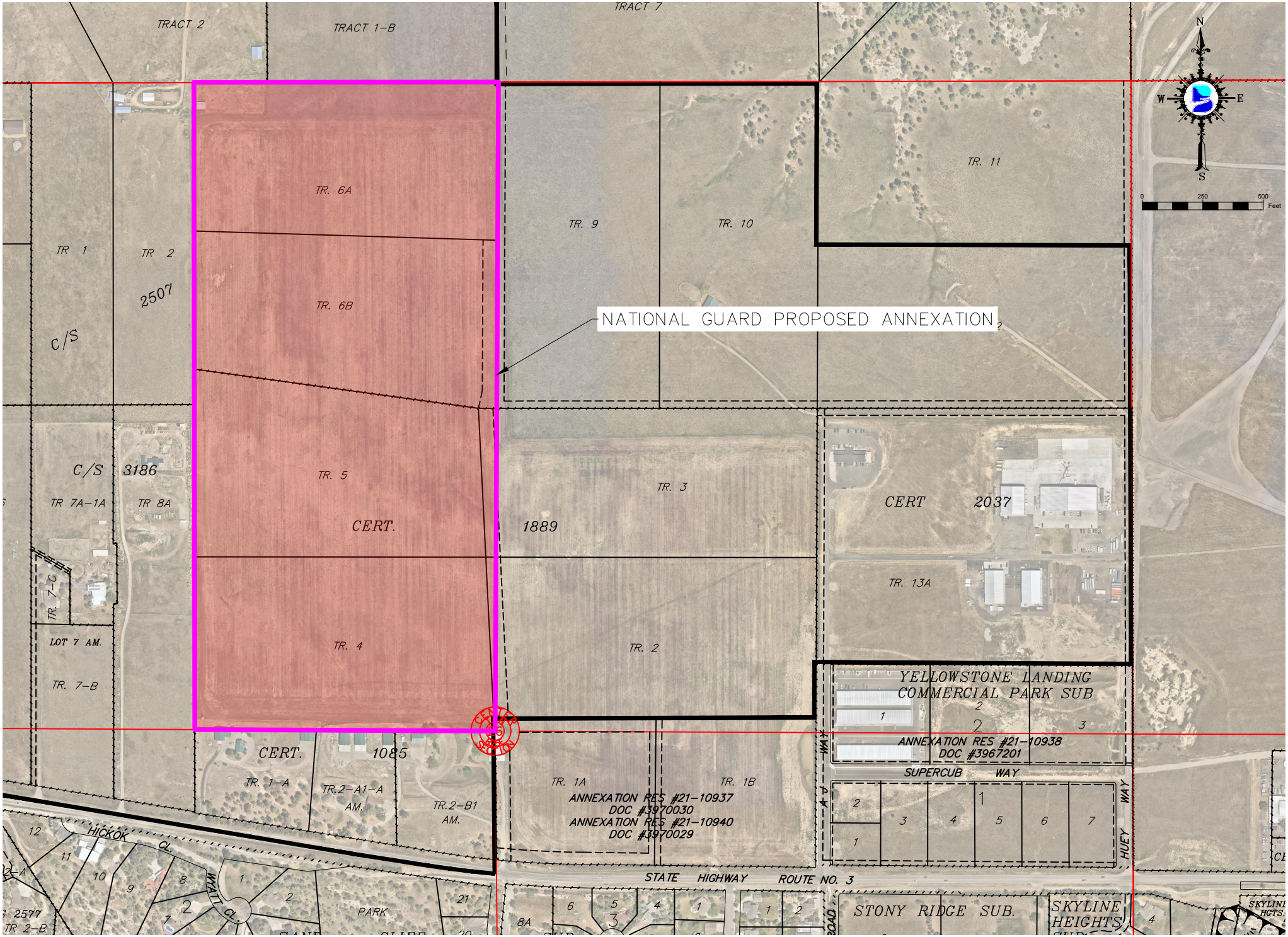
STATE OF MONTANA)
:ss.
County of _____)

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:_____


NATIONAL GUARD PREVIOUS ANNEXATION
TRACT 2
TRACT 1-B
TRACT 7
TR. 6A
TR. 9
TR. 10
TR. 11
TR. 6B
TR. 12
TR 1
TR 2
2507
C/S
C/S 3186
TR 7A-1A
TR 8A
TR. 5
CERT.
1889
TR. 3
TR. 2
TR. 4
CERT 2037
TR. 13A
TR. 7-C
LOT 7 AM.
TR. 7-B
YELLOWSTONE LANDING
COMMERCIAL PARK SUB
ANNEXATION RES #21-10938
DOC #3967201
SUPERCUB WAY
HUEY WAY
CERT.
1085
TR. 1-A
TR.2-A1-A AM.
TR.2-B1 AM.
TR. 1A
TR. 1B
ANNEXATION RES #21-10937
DOC #3970030
ANNEXATION RES #21-10940
DOC #3970029
HICKOK CL.
WYATT CL.
PARK
STATE HIGHWAY ROUTE NO. 3
STONY RIDGE SUB.
SKYLINE HEIGHTS
N
S
E
W
0
250
500
Feet


TRACT 2
TRACT 1-B
TRACT 7
TR. 6A
TR. 6B
TR. 5
TR. 4
TR. 9
TR. 10
TR. 11
NATIONAL GUARD PROPOSED ANNEXATION
TR 1
TR 2
2507
C/S
C/S 3186
TR 7A-1A
TR 8A
TR. 7-C
LOT 7 AM.
TR. 7-B
CERT.
1889
TR. 3
TR. 2
CERT 2037
TR. 13A
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COMMERCIAL PARK SUB
ANNEXATION RES #21-10938
DOC #3967201
SUPERCUB WAY
HUEY WAY
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1085
TR. 1-A
TR.2-A1-A
AM.
TR.2-B1
AM.
TR. 1A
TR. 1B
ANNEXATION RES #21-10937
DOC #3970030
ANNEXATION RES #21-10940
DOC #3970029
HICKOK CL.
WYATT CL.
PARK
STATE HIGHWAY ROUTE NO. 3
STONY RIDGE SUB.
SKYLINE HEIGHTS
2577
TR 2-B
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City Council Regular

Date:	10/14/2024
Title:	Public Hearing - Ward Boundary Expansion Ordinance First Reading - Annexation 24-03
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00188

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward I.

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

Mimi Wolok on behalf of the Montana Department of Military Affairs submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located North of Highway 3 and West of AJ Way. The land being annexed is described as being: That part of E ½ NW ¼ , SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 4 and Tract 5 of Certificate of Survey No. 1889 on file in the office of the Clerk and Recorder of said County, under Document No. 1129245; and That part of SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 6A and 6B of Certificate of Survey No. 1889AM, amending Tract 6 of Certificate of Survey No. 1889, on file in the office of the Clerk and Recorder of said County, under Document No. 364410. Said annexation contains 78 gross acres more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon Approval, the second reading will occur October 28th, 2024

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward I, or;
- Disapprove adding the subject property to Ward I. Disapproval will not modify the boundary of Ward I and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD I PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward I the following described real property:

That part of E ½ NW ¼ , SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 4 and Tract 5 of Certificate of Survey No. 1889 on file in the office of the Clerk and Recorder of said County, under Document No. 1129245;
and
That part of SW ¼ NE ¼ and NW ¼ SE ¼ of Section 26, Township I North, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 6A and 6B of Certificate of Survey No. 1889AM, amending Tract 6 of Certificate of Survey No. 1889, on file in the office of the Clerk and Recorder of said County, under Document No. 3644104.

Said annexation contains 78 gross acres more or less.

(# 24-03) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 24-_____ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets,

avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 14th day of October, 2024.

PASSED by the City Council on the second reading this 28th day of October, 2024.

THE CITY OF BILLINGS:

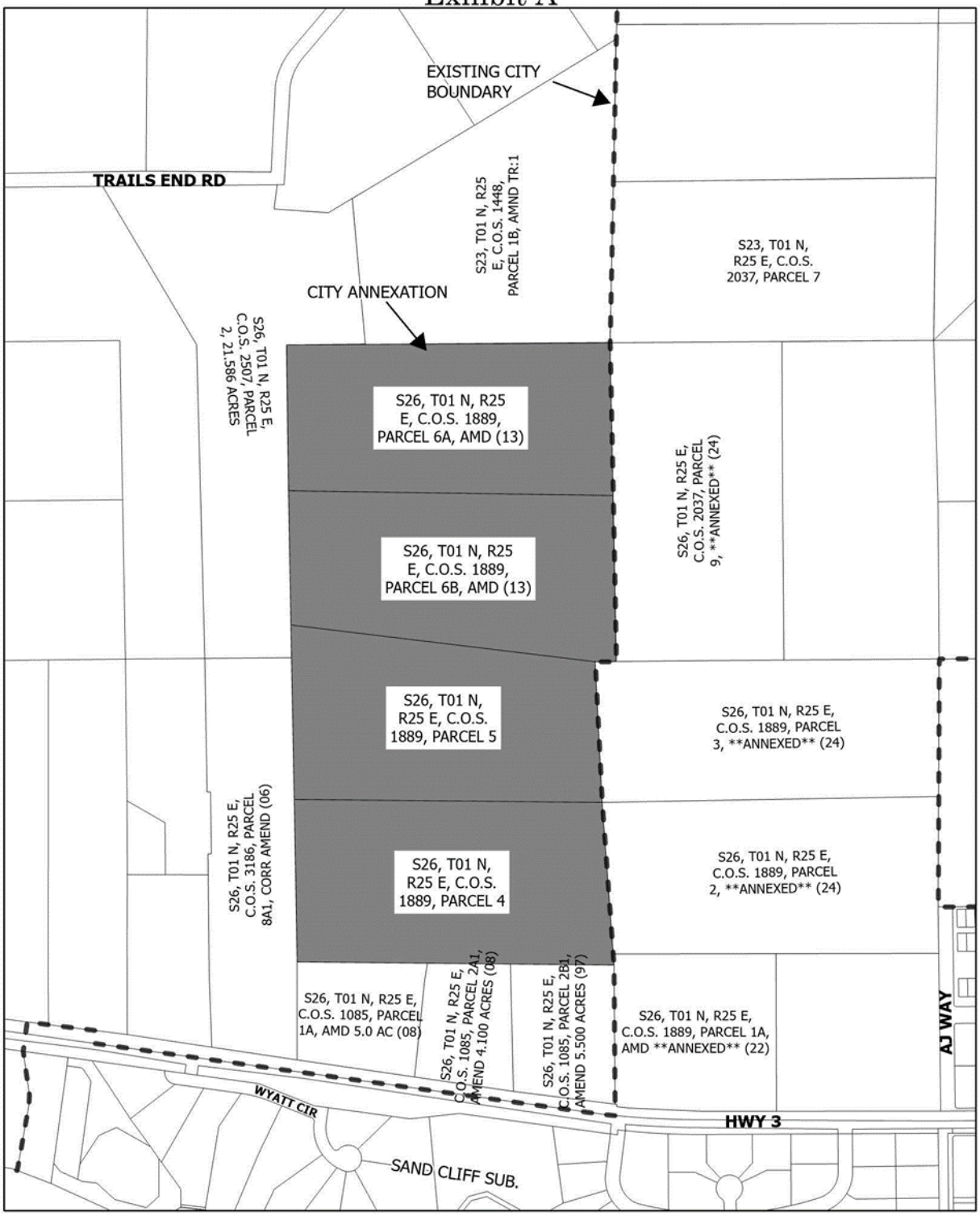
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#24-03)

Exhibit A


EXISTING CITY BOUNDARY
TRAILS END RD
S23, T01 N, R25 E, C.O.S. 1448, PARCEL 1B, AMND TR:1
S23, T01 N, R25 E, C.O.S. 2037, PARCEL 7
CITY ANNEXATION
S26, T01 N, R25 E, C.O.S. 2507, PARCEL 2, 21.586 ACRES
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 6A, AMD (13)
S26, T01 N, R25 E, C.O.S. 2037, PARCEL 9, **ANNEXED** (24)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 6B, AMD (13)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 5
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 3, **ANNEXED** (24)
S26, T01 N, R25 E, C.O.S. 3186, PARCEL 8A1, CORR AMEND (06)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 4
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 2, **ANNEXED** (24)
S26, T01 N, R25 E, C.O.S. 1085, PARCEL 1A, AMD 5.0 AC (08)
S26, T01 N, R25 E, C.O.S. 1085, PARCEL 2A1, AMEND 4.100 ACRES (08)
S26, T01 N, R25 E, C.O.S. 1085, PARCEL 2B1, AMEND 5.500 ACRES (97)
S26, T01 N, R25 E, C.O.S. 1889, PARCEL 1A, AMD **ANNEXED** (22)
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SAND CLIFF SUB.

City Council Regular

Date:	10/14/2024
Title:	Subdivision Regulation Updates for the City of Billings
Presented by:	David Green
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council adopt the amended City Subdivision Regulations as amended in the attached ordinance and per the summary of changes provided in this memo. The amended ordinance reflects both legislative changes and local changes provided by City Planning, Engineering, Parks and Fire Department staff.

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

The Planning staff, after consultation with other departments and divisions of the city, is bringing forward the proposed updated subdivision regulations for the City of Billings (City).

The Planning Division has diligently worked on updating the subdivision regulations to incorporate recent state legislative amendments and to align them with new documents and policies within the city. In addition, staff is proposing general document updates, including electronic submission requirements.

During the past several months, staff have consulted with other divisions within the city. Those divisions include City Engineering, City Fire Department, City Police Department, City Parks, Transportation Planning and the Alternate Modes Coordinator, and Zoning Coordinator.

The new subdivision regulations have three main drivers for the update:
1. Changes required by State Statutes because of legislative changes/updates
2. Moving regulations from zoning to subdivision regulations for consistency and a single point of reference
3. Changes /additions to the subdivision regulations requested by City and County Departments.

- On February 13, 2024, staff made a presentation to developers and engineers for their input on the proposed subdivision update. That meeting was held in the Billings Library Community Room.
- On March 12, 2024, there was a discussion meeting with the Planning Board where further input from the board and members of the public was received.
- The Planning Board held a public hearing on March 26, 2024, at which time the Planning Board delayed the subdivision regulation updates 60 days so that further stakeholder input and clarification of the regulations could be provided to the Planning Board.
- During the delay, Planning Department, City Engineering, City Parks and County Public Works held two public meetings to further discuss the proposed updates and additions to the subdivision regulations on April 23 and May 7.
- On May 29, 2024, the Planning Board held another public hearing regarding the Subdivision Regulations Update. Member Dennie Stephenson motioned to recommend approval of the Subdivision Regulations Updates 2024. Member Jim Ronquillo seconded the motion. The Planning Board voted unanimously to recommend the Subdivision Regulations Update 2024 to the City Council (and County Regulations to the County Commissioners).
- Planning Staff presented the City Subdivision Regulations to the City Council on June 3 and July 1 Work Sessions.
- On July 25, 2024, Mac Fogelsong sent an email to City Council regarding lighting and road width proposed to be in the Subdivision Regulations. During the August 5th City Council Work Session, these items were further discussed.

The proposed Subdivision Regulation update will be presented to the City Council in a public hearing October 14, 2024.

STAKEHOLDERS

The public and other key stakeholders have had multiple opportunities to participate in the subdivision regulation amendment process. Here is a timeline of meetings from most recent provided below:

August 5 City Council Work Session
Staff gave an overview of topics brought up at the July 1st Council Meeting: streetlights and street widths. Staff reviewed these topics showing alternates on how to address each issue. Mac Fogelsong reviewed how traffic and street issues had been addressed. Jamie Fender spoke about on-street parking and concerns about narrow street widths. Neil Lawrence spoke about how narrow street widths affected the Police Department. Nate West spoke about CPTED lighting and how good lighting was one of the most effective crime deterrents. There was some general council questions and discussion.

July 1st City Council Work Session
Staff gave presentations in response to the discussion that took place at the June 3rd work session. Additional discussion brought up new questions concerning street widths, requiring street lighting, sidewalks, road widths, traffic studies and cul-de-sacs. Items discussed within the July 1st City Council Work Session were outlined with staff recommendations in a memo sent to Council on July 25th. Staff will provide clarification, suggestions and answers to these items among others within the presentation on August 5th.

June 3rd City Council Work Session
A presentation was given to the City Council about the proposed updates to the subdivision regulations for the city. These proposed updates include new state legislative changes and updates to the subdivision regulations to remove old information, to clarify some existing language and procedures and to add new items which include some CPTED principles. Some items are for safety and more connected neighborhoods. During this meeting, Council's discussion centered around a few items, street design, street widths, sidewalks vs. trails, streetlights in residential neighborhoods, costs, details about types of lights meeting night sky standards. There were also questions about limiting Cul-de-sacs. City Council asked for more information on what other communities in Montana are doing with lighting, cul-de-sacs and street widths. Also, more details on what costs are for different types of streetlights and different costs for different ways of installation of lights.

May 29th Planning Board Public Hearing
The Planning Board held a meeting May 29th, after the 60 day delay they asked for in March, to discuss the proposed amended subdivision regulations. There were two people there that commented. One person spoke in favor of the proposed amendments to the subdivision regulations and stated that lighting in residential developments is a good step toward more safety and CPTED recommendations. The second person spoke positively about the amended subdivision regulations with the exception of lights being required in residential development. They felt it would add too much to the cost of lots.

The community is directly affected by the changes proposed to the regulations. There are benefits to the community by increasing consistency of requirements, clarity, and some long-term development improvements for future subdivisions. Staff has communicated the proposed changes to the developers and firms that assist in development applications as these are the parties that operate and propose development under regulations. Ensuring good communication with these parties and understanding of proposed changes is important to ensure future development is consistent with the regulations.

March 26th Planning Board Public Hearing Discussion
There was discussion regarding the cost of creating the street lighting infrastructure, which would be paid for by the developer. The cost to maintain electricity for the lights is that of the homeowners via a Light District, which would be a percentage allocated to each homeowner. Another question that was asked was the type of lighting that would be required to be installed. The board discussed other potential costs for family transfers, parkland, and roads.

Public Comment at the March 26th Planning Board Public Hearing:
One individual, Doug Wilde, stated he owns a development company and said the costs to the developer are passed on to the homeowner. The city pays for lighting costs if associated with an arterial street, the state pays if it is a designated US Hwy. Mr. Wilde also stated, if only a portion of an arterial street lies by a new subdivision, it would not make sense to have sporadic lighting. This section should be taken out of the regulations entirely, according to Mr. Wilde.

Staff stated that the board may make a recommendation to withdraw new language from the regulations that is not required by legislative updates or new processes.

Mr. Steve Simonson stated that owning a home is the cornerstone of building wealth. Some regulation changes will increase housing costs and cause people to not be able to afford to purchase a home. Realtors and Home Builders are asking for more time to answer questions and consider changes being proposed.

The Planning Board made a motion to delay action on the proposed amended subdivision regulations for 60 days. The motion was seconded and approved unanimously.

The other public input opportunities included:

- On March 12, the Planning Board held a discussion meeting about the proposed updated subdivision regulations. Staff gave a presentation to the Board going through each section of the regulations.
- A public hearing was held on March 26, 2024, at which time the Planning Board delayed the subdivision regulation updates 60 days.
- The Planning Department, Engineering and Parks have had three other public meetings to further discuss the proposed updates and additions to the subdivision regulations. Those meetings took place on February 13, April 23 and May 7. All three meetings were attended by members of the public. The main topics of discussion at the meetings was lighting required in residential subdivisions and park frontage/access requirements. The argument for lighting was that this item would add extra cost to the purchasers of land in the subdivision. The concerns about the park frontage issues was limiting design and street configurations. It was felt that residential lighting should not be required. One option mentioned was to have residential street lighting as an option but not required. There was one individual that felt street lighting would be a positive requirement. Residential street lighting would provide visibility and additional safety for neighborhoods.

ALTERNATIVES

The Council may:

- Approve of the regulations, or
- Approve the regulations with specific City Council approved amendments; or
- Recommend denial of the regulations.

Given that some of the changes are state-required legislative changes, it is important to make sure that they are recognized as different from local proposed amendments if proposed changes are made. The legislative changes need to be included in the amendments to align with state law.

FISCAL EFFECTS

There will be no fiscal effects on the Planning Division because of the Subdivision Regulation updates.

Attachments

Redlined City Subdivision Regulations
Traffic Impact Study Checklist
Light cost estimate from NWE
Street light cost from City projects
Subdivision Regulations Ordinance - 2024

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

CHAPTER 23

SUBDIVISION REGULATIONS

Article 23-100. GENERAL PROVISIONS.

Section 23-101. Title.

These regulations will be known and may be cited as "The Subdivision Regulations of the City of Billings" hereinafter referred to as "these Regulations."

Section 23-102. Authority.

Authorization for these Regulations is contained in the Montana Subdivision and Platting Act (MSPA) (Title 76, Chapter 3, Montana Code Annotated (MCA)). The reviewing authority is the City-County Planning and Community Services Department.

Section 23-103. Purpose.

The purposes of these Regulations are to promote the public health, safety and general welfare of the citizens of the City of Billings by regulating the subdivision of land and to promote a vision for the development of the lands within the City for the best possible environment in which to enjoy life, experience natural features, raise a family, earn a living, conduct business, obtain an adequate education, have access to health care facilities, and to be adequately protected from crime and disasters.

These Regulations are intended to comply with Part 5 of the MSPA, and are intended to provide for:

A. The orderly development of the jurisdictional area in accordance with adopted growth policies, neighborhood plans, motorized and non-motorized transportation plans, park plans, capital improvement plans, and other adopted policies and plans.

B. The public health, safety and general welfare of existing and future residents by avoiding danger or injury by reason of natural hazard or the lack of drainage, access, emergency services or other public services.

C. The coordination of roads within subdivided land with the existing and planned transportation network and avoid and minimize traffic congestion.

D. The dedication of land for roadways and for public utility easements.

E. Proper physical and legal road access, including obtaining of necessary easements and rights of way.

F. The promotion of adequate open spaces for travel, light, air, and recreation.

G. Adequate transportation, water, drainage, and sanitary facilities.

H. The conservation of natural resources and development in harmony with the natural environment.

I. The promotion of cluster development approaches that minimize costs to local citizens and that promote effective and efficient provision of public services.

J. The efficient expenditure of public funds for the supply of public services.

K. The standardization of making and filing of any plat for subdivided lands.

L. The protection of the rights of all documented property owners affected by the proposed subdivision including water, mineral, and air.

M. The administration of these regulations by defining the powers and duties of approving authorities including procedures for the review and approval of all plats of subdivisions covered by these provisions.

Section 23-104. Jurisdiction.

These Regulations govern the subdivision of land within the City of Billings. These Regulations do not cover the Town of Broadview, and the unincorporated areas of Yellowstone County, or the City of Laurel and the four and one-half (4 ½) mile Laurel Planning Jurisdiction as shown on the map filed with the Yellowstone County Clerk and Recorder's Office (see Appendix A for jurisdiction map).

If a proposed subdivision lies partly within an incorporated city or town, the preliminary plat must be submitted to, and approved by, both the City and the County governing bodies (76-3-601(2)(c), MCA).

When a proposed subdivision is also proposed to be annexed to a municipality, the subdivision review and annexation procedures will be coordinated to minimize duplications of hearings, reports and other requirements, whenever possible (76-3-601(2)(d), MCA).

These Regulations supplement all other regulations, and where they are at variance with other laws, regulations, ordinances, or resolutions, the more restrictive requirements apply.

Section 23-105. Exemptions for Certain Divisions of Land.

The Montana Subdivision and Platting Act provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the method of disposition is adopted for the purpose of evading the requirements of Title 76, Chapter 3, MCA.

The procedures, criteria and requirements provided in Appendix B shall be used to review an exemption from subdivision review and to evaluate whether the division of land is for the purpose of evading the Montana Subdivision and Platting Act.

Section 23-106. Construction Timing.

The applicant or his/her contractors may not proceed with any construction work on a proposed subdivision, including grading and excavation relating to public improvements, until the governing body has given preliminary plat approval of the proposed subdivision plat. If improvements are initiated prior to final plat approval, the subdivider shall assume all risks and liability for error in improvement placement and the improvements must comply with the conditions and agreements of the preliminary plat approval.

Section 23-107. Transfers of Title.

Except as noted below, a final subdivision plat must be filed for record with the Yellowstone County Clerk and Recorder before title to the subdivided land can be sold or transferred in any manner. After the preliminary plat of a subdivision has been approved or conditionally approved, the subdivider may enter into contracts to sell lots in the proposed subdivision if all of the following conditions are met (76-3-303, MCA):

A. That under the terms of the contracts the purchasers of lots in the proposed subdivision make all payments to an escrow agent, which must be a bank, savings and loan association, or title/escrow company chartered to do business in the State of Montana;

B. That under the terms of the contracts and the escrow agreement the payments made by purchasers of lots in the proposed subdivision may not be distributed by the escrow agent to the subdivider until the final plat of the subdivision is filed with the County Clerk and Recorder;

C. That the contracts and the escrow agreement provide that if the final plat of the proposed subdivision is not filed with the County Clerk and Recorder within two years of the preliminary plat approval, the escrow agent shall immediately refund to each purchaser any payments made under the contract;

D. That the County Treasurer has certified that no real property taxes assessed and levied on the land to be divided are delinquent; and

E. That the contracts contain the following language conspicuously set out therein: "The real property which is the subject hereof has not been finally platted, and until a final plat identifying the property has been filed with the County Clerk and Recorder, title to the property cannot be transferred in any manner."

Section 23-108. Suitability of Land.

If the Yellowstone County Board of Planning after review, finds any portion of a parcel of land proposed to be subdivided unsuitable for subdivision because of potential hazards such as flooding, land-slides, steep slopes, rock falls, high water table, polluted or non-potable water supply, high voltage lines, high pressure gas lines, danger from fire or explosion or other features which may be detrimental to the health, safety, or general welfare of existing or future residents, they will not recommend approval of the subdivision unless the hazards can be eliminated or overcome through approved design and construction.

Section 23-109. Permission to Enter.

The governing body or its designated agent(s) or agency may investigate, examine, and evaluate the site of the proposed subdivision to verify information provided by the subdivider. The submission of a preliminary plat or final plat application constitutes a grant of permission by the subdivider to enter the subject property.

Section 23-110. Severability.

If a court of competent jurisdiction holds any word, phrase, clause, sentence, paragraph, section, or other part of these regulations invalid, that judgment will affect only the part held invalid.

Section 23-111. Regulations in Effect.

Review and approval or disapproval of a subdivision under these Regulations may occur only under those Regulations in effect at the time an application for approval of a preliminary plat or an extension of preliminary plat approval is submitted to the governing body

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-200. DEFINITIONS.

Section 23-201. Definitions.

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section. The word "shall" is always mandatory, and the word "may" indicates use of discretion in making decisions.

ACCESS:

A. LEGAL ACCESS: When the subdivision abuts a public street or road under the jurisdiction of the City, the County, or the State, or when the subdivider has obtained documented, adequate, and appropriate easements from a public road to the subdivision across all intervening properties.

B. PHYSICAL ACCESS: When a road or driveway conforming to City and/or County standards provides vehicular access from a public or private road to the subdivision.

ACTIVE TRANSPORTATION PLAN ~~BILLINGS AREA BIKEWAY AND TRAIL MASTER PLAN (BABTMP)~~: *Refers to the current bike and trail master plan adopted by City Council.*

ADJOINING PROPERTY OWNERS: Persons who are owners of record and/or owners under contract for deed of properties adjoining the land being proposed for subdivision platting.

AGRICULTURE: Montana Code Annotated definitions for "agriculture" and "agricultural" will apply as follows:

41-2-103, MCA. Definitions. As used in this part, the following definitions apply: (1) "Agriculture" means: (a) all aspects of farming, including the cultivation and tillage of the soil; (b)(i) dairying; and (ii) the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities, including commodities defined as agricultural commodities in the federal Agricultural Marketing Act [12 U.S.C. 1141j(g)]; (c) the raising of livestock, bees, fur-bearing animals, or poultry; and (d) any practices, including forestry or lumbering operations, performed by a farmer or on a farm as an incident to or in conjunction with farming operations, including preparation for market or delivery to storage, to market, or to carriers for transportation to market.

81-8-701, MCA. Definitions. The following definitions apply: (1) "Agricultural and food product" includes a horticultural, viticultural, dairy, livestock, poultry, bee, other farm or garden product, fish or fishery product, and other foods.

AGRICULTURAL WATER USER FACILITIES: Those facilities which convey water for agricultural land as defined in 15-7-202, MCA, or which provide water for the production of agricultural products as defined in 15-1-101, MCA, including, but not limited to, ditches, drains, pipes, and head gates.

AGRICULTURAL WATER USER: Persons and lands legally entitled to water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right.

APPLICANT: The owner of land proposed for subdivision or the owner's legally designated representative for the purposes of submitting a request to subdivide (See SUBDIVIDER).

~~**BIKEWAY:** A generic term for any road, street, path or way, which is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.~~

BLOCK: A group of lots, tracts or parcels within well-defined and fixed boundaries. Such boundaries may include streets, railroads, irrigation ditches, streams, platted lands or a combination thereof.

BOARD OF COUNTY COMMISSIONERS: The governing body for Yellowstone County, Montana.

BOULEVARD: An area of public right-of-way or private easement between the paved edge of the street or road and the private property line. The boulevard provides for the opportunity to separate vehicle traffic from pedestrian travel. Boulevards often have sidewalks ~~and mailboxes located~~ in them and often are landscaped. A parkway median is a landscaped area located in the middle of the street or road.

CERTIFICATE OF SURVEY: A drawing of a field survey prepared by a registered surveyor for the purpose of disclosing facts pertaining to boundary locations.

CONSERVATION SUBDIVISION: A development in a rural setting that is characterized by compact lots and common open space, and where the natural features of land are maintained to the greatest extent possible.

CHECKPRINT: A paper copy of the final plat submitted by the subdivider for review of errors and omissions, and compliance with Administrative Rules of Montana and conditions of approval by staff prior to submitting the final plat on mylar.

CITY COUNCIL: The governing body for the City of Billings, Montana.

CLUSTER DEVELOPMENT: A subdivision of land with lots clustered in a group of five or more lots that is designed to concentrate building sites on smaller lots in order to reduce capital and maintenance costs for infrastructure through the use of concentrated public services and utilities, while allowing other lands to remain undeveloped (76-3-103(2), MCA). (See Section 23-711 for example)

CONDOMINIUM: The ownership of single units with common elements located on property submitted to the provisions of 70-23-101, et seq., MCA. The term does not include townhome or townhouse.

COVENANT (DEED RESTRICTION): A limitation contained in a deed that restricts or regulates the use of the real property, and are not enforced by the governing body.

DEDICATION: The deliberate appropriation of land by an owner for any general and public use, reserving to the landowner no rights that are incompatible with the full exercise and enjoyment of the public use to which the property has been devoted (76-3-103(3), MCA).

CITY-COUNTY PLANNING DIRECTOR: The Director of the Planning and Community Services Department or an authorized reviewing authority.

DIVISION OF LAND: The segregation of one or more parcels of land from a larger tract held in single or undivided ownership by transferring or contracting to transfer title to a portion of the tract or properly filing a certificate of survey or subdivision plat establishing the identity of the segregated parcels pursuant to the Montana Subdivision and Platting Act. The conveyance of a tract of record or an entire parcel of land that was created by a previous division of land is not a division of land (76-3-103(4), MCA).

DRIVEWAY: A vehicular access serving no more than 2 lots or 5 dwelling units.

DWELLING UNIT: Any building or portion thereof providing complete, independent and permanent living facilities. ~~for one family. A family is any number of individuals, related by blood, marriage, adoption or other legal means, including any number of minor children in foster care, and/or any number of unrelated persons (including any domestic servants or caregivers) living together in a dwelling unit. (24 CFR Part 4, Section 982.401).~~ *A building designed exclusively for residential purposes, including single-unit, two-unit, and multiple-unit dwellings, but not including hotels or motel units, bed and breakfast guest rooms, boarding or lodging houses, tourist homes, or travel trailers and/or vehicles.*

EASEMENT: Authorization by a property owner for another to use the property for a specified purpose, in which the owner agrees not to build, or otherwise obstruct or interfere with the specified purpose.

ENGINEER (REGISTERED PROFESSIONAL ENGINEER): A person licensed in conformance with the Montana Professional Engineers' Registration Act (67-37, MCA) to practice engineering in the State of Montana.

EXPEDITED REVIEW FOR CERTAIN SUBDIVISIONS: *A subdivision application, regardless of the number of lots, that meets the requirements of subsection 3 of MCA 76-3-623 is entitled to the expedited review process.*

FLOOD: When water from any watercourse or drainage rises above the bank or moves outside the channel of that watercourse or drainage (76-5-103, MCA).

100-YEAR FLOOD: A flood magnitude expected to recur on the average of once every 100 years, or a flood magnitude which has a 1% chance of occurring in any given year (76-5-103, MCA).

FLOODPLAIN: The area adjoining the watercourse or drainage that would be covered by the floodwater of a flood of 100-year frequency (76-5-103, MCA).

FLOODWAY: The channel of a watercourse or drainage and those portions of the floodplain adjoining the channel that are reasonably required to carry and discharge the floodwater of any watercourse or drainage (76-5-103, MCA).

~~**GREENBELT/GREENWAY**~~ ***LINEAR PARK*****:** Corridors of protected open space managed for

conservation and recreation purposes as designated by the governing body. They often follow natural land or water features and link nature reserves, parks, cultural features and historic sites with each other and with populated areas. These corridors may be privately or publicly owned.

GROWTH POLICY: The ~~Yellowstone County and~~ City of Billings Growth Policy and any version of this policy adopted by the Billings City Council ~~and Board of County Commissioners~~ pursuant to 76-1-601, MCA.

LOCAL SERVICES: Any and all services or facilities that local government entities are authorized to provide.

LOT: A parcel, plot, or other land area created by subdivision or certificate of survey for sale, rent, or lease.

LOT MEASUREMENTS:

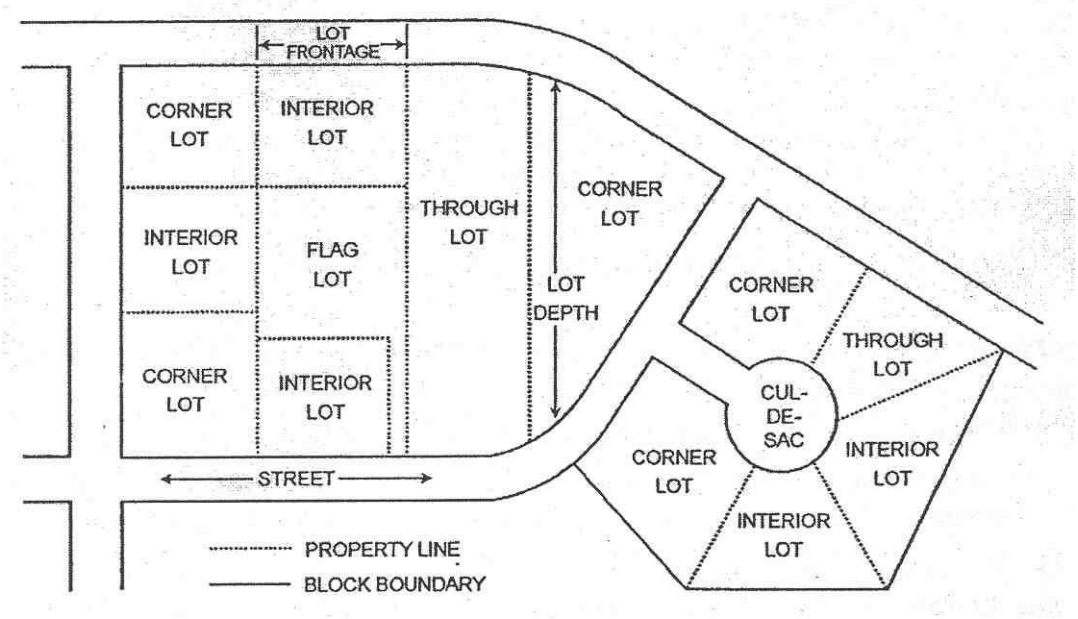
a. Lot Depth -- The length of a line drawn perpendicularly to the front lot line and extending to the rear lot line.
b. Lot Width -- The average width of the lot.
c. Lot Frontage -- The width of the lot line that fronts a public street right-of-way or public road easement where the lot usually has a driveway access.
d. Lot Area -- The area of a lot determined exclusive of street, highway, alley, road, or other rights-of-way.

LOT TYPES: (See Figure 23.200.1)

a. Corner Lot: A lot located at the intersection of two streets.
b. Interior Lot: A lot with frontage on only one street.
c. Through or Double-Frontage Lot: A lot whose front and rear lines both abut on streets.
d. Flag Lot
e. Irregular Lot

MANUFACTURED HOME: A detached residential dwelling unit, constructed on a non-removable steel chassis or frame. Each transportable unit of a manufactured home has a red certification label on the exterior section and is built according to the Manufacture Home Construction and Safety Standards (HUD Code). A manufactured homes does not include a mobile home or house-trailer constructed before the federal Manufactured Home Construction and Safety Standards went into effect on June 15, 1976. (See MCA 15-1-101(m)). ~~which may consist of two or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, "trailer homes," "house trailers," and "mobile homes" whether or not the unit has been constructed after, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include "modular" or "factory-built buildings" that are fabricated at a factory in accordance with the International Residential/Building Code applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation.~~

Figure 23.200.1. Lot Types



MANUFACTURED HOME SPACE: A designated portion of a parcel of land designed for the accommodation of one manufactured home and its accessory buildings or structures for the exclusive use of the occupants.

MANUFACTURED HOME PARK: A single parcel of land or a lot that is designed or used for temporary or permanent spaces for 2 or more manufactured homes where either the space for a manufactured home or a manufactured home itself is available to the general public for residential use.

MANUFACTURED HOME PAD: That area of a manufactured home space that has been prepared for the placement of a manufactured home.

MASTER PLAN (Overall Plan; Sequential Development): The plan of a subdivision designed for a single tract and proposed to be subdivided in various stages, phases or configurations.

MEDIAN: A raised divider made of dirt, concrete or other material located in the middle of a street or road between travel lanes that is often landscaped (See BOULEVARD).

MOBILE HOME OR TRAILER: See MANUFACTURED HOME.

MODULAR HOME: A dwelling unit constructed in accordance with the standards set forth in the International Residential/Building Code and bearing the insignia of the State of Montana, applicable to site-built homes, and composed of components assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation.

MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY MINIMUM STANDARDS: Minimum standards promulgated by the Montana Department of Environmental Quality, pursuant to Title 76, Chapter 4, Part 1, MCA.

MONUMENT (PERMANENT MONUMENT): Any structure of masonry, metal, or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference.

~~**MULTI-USE PATH:** A hard or soft surfaced trail physically separated from motorized vehicular traffic by an open space or barrier and either within the public right-of-way or within an independent right-of-way. These paths may also be used by pedestrians, in-line skaters, wheelchair users, joggers and other non-motorized users.~~

MULTI-MODAL TRAIL TYPES:

- *Bike Lane: A portion of the roadway that has been designated by striping, signage, and pavement markings for the preferential or exclusive use of bicyclists. (NACTO)*

- *Buffered Bike Lane: Conventional bicycle lanes that are paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane (NACTO).*

- *Cut-through: A linking trail through the end of a cul-de-sac or from street to street between lots within a subdivision. It can encourage diverse types of transportation. It can reduce travel time and distance for pedestrians and bicyclists to areas in and out of neighborhoods, thereby reducing vehicle trips. By increasing connectivity with cut-throughs, it can reduce the time it takes to get from point A to point B and promote mobility for people in the subdivision.*

- *Neighborhood Bikeway: A local street or series of contiguous street segments that have been modified to function as a through street for bicyclists, while discouraging through automobile travel. (AASHTO Guide for the Development of Bicycle Facilities 4th Edition)*

- *Neighborhood Trail: A paved path located outside of the right of way of between 7-9.9 feet in width.*

- *Separated Bike Lane: A separated bike lane is a facility for exclusive use by bicyclists that is located within or directly adjacent to the roadway and is physically separated from motor vehicle traffic. A separated bike lane can be configured for one- or two-way travel. (Small Town and Rural Design Guide)*

- *Shared Lane Markings (also known as sharrows): Road symbol used to indicate a shared lane environment for bicycles and automobiles. The shared lane marking is a pavement marking with a variety of uses to support a complete bikeway network; it is not a facility type and should not be considered a substitute for bike lanes or other separation treatments where these types of facilities are otherwise warranted or space permits. Sharrows consist of a double chevron and a bike symbol. The Manual on Uniform Traffic Control Devices (MUTCD) outlines guidance for shared lane markings in section 9C.07. (NACTO)*

- *Shared Use Path: a multi-use facility outside the traveled way and physically separated from motorized vehicular traffic by an open space or barrier and either within the right-of-way or within an independent alignment. Shared-use paths are used by pedestrians*

(including skaters, users of manual and motorized wheelchairs, and joggers), bicyclists, and other authorized motorized and non-motorized users. (AASHTO Guide for Pedestrian Facilities 2nd Edition)

- *Sidewalk: The portion of a street that is between the curb lines or the lateral lines of a roadway and the adjacent property lines and that is intended for use by pedestrians. Sidewalks are paved in concrete. (MCA)*

- *Traffic Calming: Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users and area residents (ITE)*

NATURAL ENVIRONMENT: The physical conditions that exist within a given area, including land, air, water, minerals, plants, animals, and objects of aesthetic significance.

NO ACCESS EASEMENT: A line designated on a subdivision plat for the purpose of restricting vehicular access from a public right-of-way to a lot.

OPEN SPACE: Any land which is provided or preserved for park or recreational purposes as designated by the governing body; conservation of land or other natural resources; historic or scenic purposes; or assisting in the shaping of the character, direction, and timing of community development. *Open space may be privately or publicly owned and shall designate through the plat or an easement whether or not the land is publicly accessible.*

PARK: *Land that is dedicated to the City through MCA 76-3-621 or acquired through a donation or purchase by the City and designated on a plat as a park. In order to be platted as a park the land must be owned by a public entity and public access is allowed. A park must be classified as defined by the City of Billings Comprehensive Parks Plan.*

Private parkland dedication may be provided instead of public when it meets the requirements of 76-3-621 (1) a b d (6)(a)(ii).

PARKLAND AMENITIES: *Amenities within a park allow passive or programmed space. Amenities will be considered if they add value to parkland. Below is a short, non-exclusive list of passive and active parkland amenities.*
Shade structure.
Sensory playground equipment.
Park benches and other park furnishings.
Water play areas, splash pads.
Picnic tables and trash cans.
Challenge course.
Slides, swings and ziplines.

PHASED DEVELOPMENT: *Where a subdivision is platted in whole but developed in phases, a phasing plan shall be prepared and included in the Subdivision Improvement Agreement by the subdivider, and reviewed and approved by the City of Billings with the preliminary plat. Phased developments are further defined in MCA 76-3-103.*

PLANNED NEIGHBORHOOD DEVELOPMENT (PND): *See BMCC 27-800.*

PLANNED ~~NEIGHBORHOOD~~ *UNIT* DEVELOPMENT (PUD): A subdivision consisting of a planned mixture of land uses such as residential clusters, industrial parks, shopping centers, and/or office building parks built in a prearranged relationship to each other and having open space and community facilities in common ownership or use (76-3-103(10), MCA).

PLANNING BOARD: The Yellowstone County Board of Planning.

PLAT: A graphical representation of a subdivision showing the division of land into lots, parcels, blocks, streets, alleys, and other divisions and dedications.

a. Preliminary Plat: A neat and scaled drawing of a proposed subdivision showing the layout of streets, alleys, lots, blocks, and other elements of a subdivision that furnishes a basis for review by a governing body.

b. Final Plat: The final drawing of the subdivision and dedication required to be prepared for filing for record with the County Clerk and Recorder containing all elements and requirements set forth in these regulations and the Montana Subdivision and Platting Act (76-3, MCA).

c. Amended Plat: The final drawing of any change to a filed platted subdivision.

d. Exempt Plat: The final drawing of a plat that is exempt from subdivision review but subject to survey requirements in accordance with 76-3-201 and 76-3-207, MCA.

PUBLIC HEALTH AND SAFETY: A condition of optimal well-being, free from danger, risk, or injury for a community at large, a small class of persons or a specific individual.

PUBLIC IMPROVEMENT: Any structure or facility constructed to serve the residents of a subdivision or the general public.

PUBLIC ROAD OR STREET: A road, street or easement that has been dedicated for public use.

RECREATIONAL CAMPING VEHICLE: A vehicle primarily designed as temporary living quarters for recreational, camping, or travel use that either has its own motor power or is mounted on or drawn by another vehicle.

RECREATIONAL VEHICLE PARK: Any area or tract of land containing two (2) or more spaces that are available for rent to the general public for parking or placement of temporary recreational vehicles. This term does not include a parcel composed of individually platted lots.

RECREATIONAL VEHICLE SPACE: A designated portion of a recreational vehicle park designed for the placement of a single recreational vehicle and the exclusive use of its occupants.

REVIEWING AUTHORITY: City-County Planning Department.

STATE: The State of Montana.

STREET TYPES: For purposes of these regulations, street types are defined using the Institute of Transportation Engineers Manual as follows:

a. Alley: Minor rights-of-way used primarily for vehicular access to the back or side of properties that abut on and are otherwise served by public roads.

b. Arterial: Any major carrier of traffic which generally terminates at both ends at a location that will produce more than 2,000 vehicles per day traffic, or upon which the nature of the traffic is such that more than 60% of the vehicles are using the street for mobility rather than land access. They are typically located no more than 1 mile apart.

   1. Principal Arterial: A street which serves the major centers of a metropolitan area, the highest traffic volume corridors, and the longest trip desires, and which carries a high proportion of the total urban area travel on a minimum of mileage.

   2. Minor Arterial: A street that interconnects with and augments the principal arterials, provides service to trips of moderate length at a lower level of travel mobility than principal arterials, and distributes travel to geographic areas smaller than those identified as principal arterials.

c. Collector: A street that generally terminates at both ends at an arterial or collector but because of location, curvilinear design, or limited feeder area will not generally serve more than 2,000 vehicles per day, or the nature of the traffic is such that approximately 50% of the traffic is using the street for land access and 50% for mobility. They are typically located between arterial streets at no more than ½ -mile from an arterial street.

d. Cul-de-sac: A street having only one outlet for vehicular traffic and terminating in a turn-around area.

e. Frontage Access (Service Road): A local or collector street, usually parallel and adjacent to an arterial or major collector, which provides access to abutting properties and controls traffic access to arterials or collectors.

f. Half-Street: A portion of the width of a street, usually located along the perimeter of a subdivision, the remaining portion of which street must be located on adjacent property if the street is to be fully constructed.

g. Local Streets: A street or road having the primary function of serving abutting properties, and the secondary function of moving traffic.

h. Loop: A local street which begins and ends on the same street, generally used for access to properties.

SUBDIVIDER: Any person or entity that owns or buys land, divides it into usable lots and develops or rents the lots, or sells the lots to others for development.

SUBDIVISION: A division of land or land so divided which creates one or more parcels containing less than 160 acres that cannot be described as a one-quarter aliquot part of a United States government section, exclusive of public roadways, in order that the title to or possession of the parcels may be sold or otherwise transferred and includes any re-subdivision and a condominium or townhome created in accordance with the Unit Ownership Act (70-23-101, et seq., MCA). The term also means an area, regardless of its size, that provides or will provide multiple spaces for rent or lease on which recreational camping vehicles or mobile homes (76-3-103(15), MCA). However, condominiums or townhomes constructed on land divided in compliance with the Montana Subdivision and Platting Act are exempt from the provisions of the Act (76-3-203, MCA).

SUBDIVISION, MAJOR: A subdivision that does not qualify for review as a minor subdivision.

SUBDIVISION, FIRST MINOR: A subdivision of a parcel that has never been subdivided or created by a subdivision, or has not resulted from a tract of record that has had more than five parcels created from that tract of record under 76-3-201 or 76-3-207, MCA since July 1, 1973 (76-3-609(2), MCA). Furthermore, the first minor subdivision contains five or fewer lots, and legal and physical access to all lots is provided.

SUBDIVISION, SUBSEQUENT MINOR: Divisions of land creating five (5) or fewer lots that are not first minor subdivisions from a tract of record.

SUBDIVISION QUALIFYING FOR EXPEDITED REVIEW: *An expedited review and approval process for subdivision plats. It must meet the requirements of Section 23-306 of these subdivision regulations*

SUBDIVISION QUALIFYING FOR ABBREVIATED ~~EXPEDITED~~ REVIEW: A subdivision qualifying for an abbreviated review and approval process when it meets the definition of a first minor subdivision that contains one or two parcels, proper access to all lots is provided, no land in the subdivision will be dedicated to public use for parks or playgrounds, and the plat has been approved by the Montana Department of Environmental Quality whenever approval is required.

SUBDIVISION, ADMINISTRATIVE MINOR: *A subdivision qualifying for an administrative review and approval process when it meets the definition of a first minor or subsequent minor subdivision from a tract of record, is within zoning, proper access to all lots is provided, has a will-serve letter from a municipal or county water and sewer service, and does not require a variance.*

SURVEYOR (REGISTERED LAND SURVEYOR): A person licensed in conformance with the Montana Professional Engineer's Registration Act (Title 37, Chapter 67, MCA) to practice surveying in the State of Montana.

SURVEYOR (EXAMINING LAND SURVEYOR): A registered land surveyor duly appointed by the City of Billings or Yellowstone County to review surveys and plats submitted for filing.

SWALE: A drainage channel or depression designed to direct surface water flow.

TOWNHOME/TOWNHOUSE: Property that is owned subject to an arrangement under which persons own their own units and hold separate title to the land beneath their units, but under which they may jointly own the common areas and facilities (70-23-103(16)(a), MCA).

TRACT OF RECORD: An individual parcel of land, irrespective of ownership, that can be identified by legal description, independent of any other parcel of land, using documents on file in the records of the County Clerk and Recorder's office (76-3-103(16)(a), MCA).

TRAFFIC CONTROL DEVICES: All signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or multi-use trail by authority of a public agency having jurisdiction.

TRANSPORTATION PLAN: *Currently adopted* Billings Urban Area Transportation Plan ~~2009 Update~~, or any newer transportation planning document adopted by the Billings City Council and Board of County Commissioners *and Policy Coordinating Committee (PCC)* for the Billings urban area.

UTILITY: A service to the public including, but not limited to, sanitary and storm sewers, water, electric power, gas, telephone, cable television, and other communication means.

VICINITY SKETCH: A map included with a site plan or placed on a plat that enables the viewer to clearly determine the location of a proposed subdivision in the City.

WILDLIFE: Non-domesticated animals.

WILDLAND-URBAN INTERFACE: Areas where wildland vegetation meets urban developments, or where forest fuels meet urban fuels (such as homes). These areas encompass not only the interface (areas immediately adjacent to urban development) but also the continuous slopes and fuels that lead directly to a risk to urban developments, and are generally mapped in the Yellowstone County WUI Community Wildfire Protection Plan.

WILDLIFE HABITAT: A place frequented by wildlife or a site where wildlife lives.

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-300. SUBDIVISION REVIEW PROCEDURES.

Section 23-301. Compliance with Local Regulations and State Law.

No subdivision of any lot, tract or parcel of land shall be undertaken; no street, sanitary sewer, storm sewer, water main, or other facilities in connection therewith shall be constructed, opened or extended for public use and travel, or for the common use of occupants of buildings except in strict accordance with the provisions of this Chapter and related state statutes.

Section 23-302. Major Subdivisions.

Divisions of land creating six (6) or more parcels must be reviewed as a major subdivision. The major subdivision shall be reviewed by the governing body of the jurisdiction where the subdivision is located. A copy of the application shall also be provided to school district trustees (76-3-601(2)(b), MCA).

If the proposed subdivision lies partly within an incorporated city or town, the proposed plat must be submitted to and approved by both the city or town and county governing body (76-3-601(2)(c), MCA).

When a proposed subdivision is also proposed to be annexed to any municipality, the subdivision review and annexation procedures will be coordinated to minimize duplications of hearings, reports, and other requirements whenever possible (76-3-601(2)(d), MCA).

A. **Preapplication Meeting.** The purpose of the preapplication meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than ~~twenty (20)~~ *seven (7)* working days and no earlier than one hundred and twenty (120) working days prior to submittal of a major preliminary plat application for completeness review.

   At the time of request, the subdivider shall provide the Planning Director or designee with ~~ten (10)~~ *electronically submitted* sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See ~~Appendix C~~ *online 'Pre-application form'* for recommended pre-application sketch plan contents and other meeting recommendations.

   The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

   The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

B. **Pre-application Completeness Review.** One (1) month prior to submittal deadline for major preliminary plat applications, the subdivider shall submit one (1) *electronic* copy of the application including the preliminary plat and supporting documents to the Planning Director or designee for review accompanied by the applicable fee. After receipt of the *electronic* copy the Planning Director or designee shall notify the subdivider within five (5) working days as to the completeness of the application. A complete application will include all those items listed ~~in Appendix D~~ *online* "Preliminary Plat Requirements", where applicable, and any additional information identified at the pre-application meeting. If the Planning Director or designee determines the application complete, the subdivider may submit the application, plat and supporting documentation for sufficiency review. If the Planning Director or designee determines the application is incomplete, the subdivider must correct the deficiencies and resubmit the application.

C. **Preapplication Sufficiency Review.** Within fifteen (15) working days after notifying the applicant that the application is complete, the Planning Director or designee will determine that the information in the application is sufficient to allow for review of the proposed subdivision. If the Planning Director or designee determines the information is sufficient, the applicant will be notified that the complete and sufficient application may be submitted at the application submittal deadline. If the Planning Director or designee determines the information is insufficient, the subdivider must correct the deficiencies prior to the next submittal deadline or postpone submittal to a future submittal deadline.

D. **Major Preliminary Plat Application Submittal.**

1. **Required**. The subdivider shall submit to the Planning Director or designee, for review and recommendation, a preliminary plat of the proposed major subdivision which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.

2. **Application submittal**. Complete and sufficient application for major preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided ~~in Appendix E~~ *online* "Preliminary Plat Application" and must be accompanied by the required preliminary plat, and supporting documents and applicable fee.

3. **Review period.** Upon receipt of a complete and sufficient application, the governing body has sixty (60) working days to approve, conditionally approve, or deny the preliminary plat application. For subdivisions containing fifty (50) or more lots the review period is eighty (80) working days. The review period may be extended upon written consent from the subdivider.

E. **Preliminary Plat Contents and Submittal Copies.**

1. **Content.** The preliminary plat shall clearly show the information listed in ~~Appendix D~~ *online* "Preliminary Plat Requirements."

2. **Copies.** The subdivider shall provide ~~the number of copies~~ *one electronic copy* of *all required documents for* the preliminary plat ~~as determined by~~ *to* the Planning Director or designee. All plats shall be 24 inch by 36-inch size and/or 11 inch by 17-inch size as specified by the Planning Director or designee. ~~One (1) electronic copy of the plat shall be provided in either AutoCad ® or ArcGIS ® format and one (1) copy shall be provided in .pdf, .jpg or .tif format.~~

F. **Supporting Documentation.**

1. **Required documents.** The supporting information shall include those documents listed ~~in Appendix F~~ *online* "Required Supporting Documents for Major Preliminary Plat Applications."

2. **Required copies.** The subdivider shall provide ~~the number of copies~~ *one electronic copy* of the supporting documents ~~as determined by~~ *to* the Planning Director or designee. All documents shall be typed and, in a format, specified by the Planning Director or designee.

G. **Staff and Agency Review.**

1. **Review procedure schedule.** Upon receipt of a complete and sufficient major preliminary plat application, the Planning Director or designee shall develop a schedule for the review period. The schedule shall include the dates, times and location of all key meetings, hearings and actions, and the dates of all key deadlines.

2. **Submittal distribution.** Planning staff shall distribute the application to all affected City Departments, local, state, and federal agencies, school districts and public utilities for review, and include a copy of the review procedure schedule. These affected entities shall determine what effect the proposed subdivision may have on their ability to provide services and submit recommendations for mitigation of those impacts. The affected entities shall respond to the Planning staff within approximately ~~ten (10)~~ *fifteen (15)* working days. A public utility or agency review may not delay the governing body's action on the plan beyond the sixty (60) or eighty (80) working day review period. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the governing body (76-3-504(1)(i), MCA).

3. **Department plat review meeting.** Planning staff shall arrange a department plat review meeting to publicly review comments from the affected entities and inform the subdivider of revisions or additions required to bring the application into compliance with local regulations and state law. The subdivider and their representative are required to attend the department plat review meeting and shall be given a copy of all comments received to date from the affected entities.

4. **Application resubmittal.** The Planning staff shall notify the subdivider, in writing, of the resubmittal requirements within one (1) working day of the department plat review meeting. The subdivider shall revise the plat and supporting documents as required and submit ~~the number of copies~~ *one electronic copy* of the revised application and documents as determined by the Planning Director or designee within five (5) working days of receipt of the resubmittal notice.

5. **Final staff comments.** Affected departments shall provide the Planning staff with final written comments regarding the resubmitted documents within five (5) working days of receipt of resubmittal.

6. **Hearing notice.** The Planning Board shall hold a public hearing on all major preliminary plat applications. Planning staff shall place a notice in a newspaper of general circulation in the County not less than fifteen (15) days prior to the date of a public hearing. The Planning staff shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of property immediately adjoining land included in the plat by certified mail not less than fifteen (15) days prior to the date of hearing (76-3-605(3), MCA).

7. **Staff report.** Planning staff shall prepare staff reports and presentations for the Planning Board plat review meeting and public hearing. A copy of each staff report shall be provided *electronically* to the subdivider at least five (5) working days prior to the Board or governing body meeting. Each staff report shall provide a recommendation for approval, conditional approval or denial of the application and draft findings of fact as basis for the recommendation. The Planning staff shall also prepare a report forwarding the recommendation of the Planning Board to the governing body including the Board's recommendation for approval, conditional approval or denial of the applications and draft findings of fact as basis for the recommendation.

H. **Planning Board Plat Review.** The Planning Board, as the authorized agent of the governing body shall conduct a plat review of the major preliminary plat application at a regularly scheduled meeting prior to the scheduled public hearing. The purpose of the plat review meeting is to consider the following relevant review criteria:

1. The environmental assessment and all criteria discussed therein, unless the plat is exempted from the requirement of submitting an environmental assessment pursuant to 76-3-616, MCA; and

2. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety (76-3-608(3)(a), MCA); and

3. Compliance with:

    a. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608(3)(b), MCA); and

    b. The provision of easements for the location and installation of any planned utilities (76-3-608(3)(c), MCA); and

    c. The provision of legal and physical access to each parcel within the subdivision (76-3-608(3)(d), MCA); and

    d. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and

    e. Local zoning requirements; and

4. Consistency with the *currently* adopted Growth Policy[1], Transportation Plan, and the ~~Heritage Trail Plan.~~[1] *Active Transportation Plan.*

5. **Determination.** The Planning Board shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate recommended conditions to reasonably minimize those impacts.

    In reviewing a subdivision and when requiring mitigation, the Planning Board may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude recommendation of approval of the plat.

I. **Public Hearing.** The Planning Board shall conduct the public hearing and consider all relevant evidence as related to the proposed plat before preparing its written findings of fact and recommendation to the governing body. The subdivider or their agent shall be given the opportunity to object to any testimony given. The subdivider shall be allowed to submit in writing his or her own proposed findings of fact to the Board and the governing body following the hearing.

    The relevant evidence considered at the public hearing on the preliminary plat shall include the criteria listed above in Section H. of this Article.

    After holding the public hearing and reviewing the evidence concerning the plat, the Planning Board shall submit its recommendations to the governing body to approve, conditionally approve or deny the major preliminary plat in writing no later than ten (10) days after the public hearing (76-3-605(4), MCA).

[1] A governing body may not withhold, deny, or impose conditions on any land use approval or other authority to act based solely on compliance with a growth policy (76-1-605(2)(b), MCA).

J. **Subsequent Hearing.** Before acting on the subdivision application, the governing body shall determine whether public comments or documents presented at the Planning Board public hearing constitute:

1. Information that the public has not had a reasonable opportunity to examine and comment, or

2. New information never submitted or considered by the Planning Board or staff.

If the governing body determines that public comments or documents meets at least one (1) of the criteria listed above, it may act on the subdivision application in accordance with this Article or schedule a subsequent public hearing for consideration of the new information only. The subsequent public hearing shall be held by the Planning Board at the Planning Board's next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

If a subsequent hearing is held, the sixty (60) or eighty (80) working day review period is suspended and the new hearing must be noticed and held within forty-five (45) days of the governing body's determination to hold a subsequent public hearing. The sixty (60) or eighty (80) working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the subsequent hearing (76-3-615, MCA).

K. **Subdivider's Preference for Mitigation.** No later than ten (10) days before the meeting when the governing body is to consider the Planning Board's recommendation on the preliminary plat, the subdivider may submit in writing to the governing body comments on and responses to the Planning Board's recommendations. This document may include the subdivider's alternative proposals, if any, for mitigating the impacts identified in the Planning Board's recommendations. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA).

L. **Governing Body Action.** The governing body's decision to approve, conditionally approve, or deny a subdivision is based on the preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information that demonstrates the development of the subdivision meets the requirements of the Montana Subdivision and Platting Act and these Regulations. A governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or solely on compliance with a Growth Policy (76-1-605(2)(b), MCA).

The governing body shall issue written findings of fact that weigh the criteria as listed in Section 23-302 H. of this Article. The governing body shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate conditions to reasonably minimize those impacts (76-3-608(4), MCA).

In reviewing a subdivision and when requiring mitigation, the governing body may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (76-3-608(5)(a), MCA).

The governing body shall approve, conditionally approve or deny the preliminary plat within sixty (60) or eighty (80) working days of the submittal deadline and when the application was considered complete and sufficient. The governing body shall send the subdivider a letter within thirty (30) working days of its decision stating the reasons for the denial or enumerating the conditions which must be met to assure approval of the final plat along with written findings of fact (76-3-608(4), MCA).

M. **Preliminary Plat Approval Period.** The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing, dated, and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;

2. Progress to date in completing the subdivision as a whole and any phases;

3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;

4. Dependence of infrastructure development on the subdivision;

5. Duration of the requested extension;

6. Demonstrated ability of the subdivider to complete the subdivision;

7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

N. **Appeal Process.** A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided in Section 23-1105 of these Regulations and 76-3-625, MCA.

O. **Final Plat.** A final plat application shall be submitted for review and approval following the procedures outlined in Section 23-307 of this Article prior to the expiration of the preliminary plat approval period.

Section 23-303. First Minor Subdivisions from a Tract of Record.

Divisions of land creating five (5) or fewer lots from a tract of record that has not been subdivided or created by a subdivision under the Montana Subdivision and Platting Act, or has not resulted from a tract of record that has had more than five parcels created from that tract of record under 76-3-201 or 76-3-207, MCA since ~~July 1, 1973~~ *October 1 , 2003* shall be reviewed as first minor subdivisions from a tract of record, hereafter referred to as a "first minor" (76-3-609, MCA). The requirement of holding a public hearing does not apply to the first minor subdivision created from a tract of record (76-3-609(2)(d)(ii), MCA). ~~Unless the subdivision lies within an area that has adopted zoning regulations, the application must include a summary of the probable impacts of the proposed subdivision based on the criteria described in Section 23-303 H. of these Regulations (76-3-609(2)(c), MCA).~~

The first minor subdivision shall be reviewed by the governing body of the jurisdiction where the subdivision is located. A copy of the application shall also be provided to school district trustees (76-3-601(2)(b), MCA).

If the proposed subdivision lies partly within an incorporated city or town, the proposed plat must be submitted to and approved by both the city or town and county governing body (76-3-601(2)(c), MCA).

When a proposed subdivision is also proposed to be annexed to any municipality, the subdivision review and annexation procedures will be coordinated to minimize duplications of hearings, reports, and other requirements when possible (76-3-601(2)(d), MCA).

A. **Pre-application Meeting.** The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than ~~twenty (20)~~ *seven (7)* working days and no earlier than one hundred and twenty (120) working days prior to submittal of a minor preliminary plat application for completeness review. At the time of request, the subdivider shall provide the Planning Director or designee with ~~ten (10)~~ *electronic* sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See ~~Appendix C~~ *the online application* for recommended pre-application sketch plan contents and other meeting recommendations.

The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

B. **Pre-application Completeness Review.** One (1) month prior to a submittal deadline for minor preliminary plat applications, the subdivider shall submit one (1) *electronic* copy of ~~the application including the preliminary plat and supporting~~ documents to the Planning Director or designee for review accompanied by the applicable fee. After receipt of the ~~copy~~ *copies* the Planning Director or designee shall notify the subdivider within five (5) working days as to the completeness of the application. A complete application will include all those items listed ~~in Appendix D~~ *online* as "Preliminary Plat Requirements", where applicable, and any additional information identified at the pre-application meeting. If the Planning Director or designee determines the application complete, the subdivider may submit the application, plat and supporting documentation for sufficiency review. If the Planning Director or designee determines the application is incomplete, the subdivider must correct the deficiencies and resubmit the application.

C. **Pre-application Sufficiency Review.** Within fifteen (15) working days after notifying the applicant that the application is complete, the Planning Director or designee will determine that the information in the application is sufficient to allow for review of the proposed subdivision. If the Planning Director or designee determines the information is sufficient, the applicant will be notified that the complete and sufficient application may be submitted at the application submittal deadline. If the Planning Director or designee determines the information is insufficient, the subdivider must correct the deficiencies prior to the next submittal deadline or postpone submittal to a future submittal deadline.

D. **First Minor Preliminary Plat Application Submittal.**

1. **Required**. The subdivider shall submit to the Planning Director or designee, for review and recommendation, a preliminary plat of the proposed first minor subdivision, which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana as their respective licensing laws allow.

2. **Application submittal**. Complete and sufficient application for first minor preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first or fifteenth day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided ~~in Appendix E~~ *online* "Preliminary Plat Application" and must be accompanied by the required preliminary plat, supporting documents and applicable fee.

3. **Review period.** Upon receipt of a complete application, the governing body has thirty-five (35) working days to approve, conditionally approve, or deny the preliminary plat application. The review period may be extended upon written consent from the subdivider.

E. **Preliminary Plat Contents and Submittal Copies.**

1. **Content.** The preliminary plat shall clearly show the information listed ~~in Appendix D~~ *online* "Preliminary Plat Requirements."

2. **Copies.** The subdivider shall provide ~~the number of copies~~ *one electronic copy* of the preliminary plat ~~as determined by the Planning Director or designee~~. All plats shall be 24 inches by 36 inches in size or 11 inches by 17 inches in size as specified by the Planning Director or designee. One (1) electronic copy of ~~the plat shall be~~ *all supporting documents shall be provided.* ~~in either AutoCad ® or ArcGIS® format and one (1) copy shall be provided in .pdf, .jpg or .tif format.~~

F. **Supporting Documentation.**

1. **Required documents.** The supporting information shall include those documents listed ~~in Appendix G~~ *online* "Required Supporting Documents for First Minor Preliminary Plat Applications."

2. **Required copies.** The subdivider shall provide ~~the number of copies of the~~ *one copy of each* supporting documents as determined by the Planning Director or designee. All documents shall be typed and, in a format, specified by the Planning Director or designee.

G. **Staff and Agency Review.**

1. **Review procedure schedule.** Upon receipt of a complete and sufficient first minor preliminary plat application, the Planning Director or designee shall develop a schedule for the review period. The schedule shall include the dates, times and location of all key meetings and actions and the dates of all key deadlines.

2. **Submittal distribution.** Planning staff shall distribute the application to all affected City Departments, local, state, and federal agencies, school districts and public utilities for review, and include a copy of the review procedure schedule. These affected entities shall determine what effect the proposed subdivision may have on their ability to provide services and submit recommendations for mitigation of those impacts. The affected entities shall respond to the Planning staff within approximately fifteen (15) working days. A public utility or agency review may not delay the governing body's action on the plan beyond the thirty-five (35) working day review period. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the governing body (76-3-504(1)(i), MCA).

3. **Staff report.** Planning staff shall prepare a staff report and presentation for the governing body. A*n electronic* copy of the report shall be provided to the subdivider at least five (5) working days prior to the governing body meeting. The staff report shall provide a recommendation for approval, conditional approval or denial of the applications and draft findings of fact to justify the recommendation.

H. **Governing Body Action.** At a regularly scheduled meeting the governing body shall consider the following information in deciding whether to approve, conditionally approve, or deny a preliminary plat:

1. Unless the subdivision is proposed in an area that is zoned, the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety (76-3-608(3)(a), MCA); and

2. Compliance with:
   a. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608 (3)(b), MCA); and
   b. The provision of easements for the location and installation of any planned utilities (76-3-608(3)(c), MCA); and

   c. The provision of legal and physical access to each parcel within the subdivision (76-3-608(3)(d), MCA); and

   d. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and

   e. Local zoning requirements; and

3. Consistency with the *currently* adopted Growth Policy, Transportation Plan, and the *Active Transportation Plan* ~~Heritage Trail Plan~~ (76-1-606, MCA); and

4. A summary of probable impacts prepared in accordance with Section 23-904 of these Regulations.

5. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or solely on compliance with the Growth Policy (76-3-605(2)(b), MCA).

6. The governing body shall issue written findings of fact that weigh the criteria listed in this section. The governing body shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate conditions to reasonably minimize those impacts (76-3-608(4), MCA).

7. In reviewing a subdivision and when requiring mitigation, the governing body may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (76-3-608(5)(a), MCA).

8. The governing body shall approve, conditionally approve or deny the preliminary plat within thirty-five (35) working days of the submittal deadline and when the application was considered complete and sufficient. The governing body shall send to the subdivider a letter within thirty (30) working days of its decision stating the reasons for the denial or enumerating the conditions which must be met to assure approval of the final plat, along with written findings of fact (76-3-608(4), MCA).

I. **Preliminary Plat Approval Period.** The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing, dated, and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;

2. Progress to date in completing the subdivision as a whole and any phases;

3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;

4. Dependence of infrastructure development on the subdivision;

5. Duration of the requested extension;

6. Demonstrated ability of the subdivider to complete the subdivision.

7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

J. **Appeal Process.** A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided in Section 23-1105 of these Regulations and 76-3-625, MCA.

K. **Final Plat.** A final plat application shall be submitted for review and approval following the procedures outlined in Section 23-307 of this Article prior to the expiration of the preliminary plat approval period.

Section 23-304. Subsequent Minor Subdivisions.

Divisions of land creating five (5) or fewer lots that are not first minor subdivisions from a tract of record shall be reviewed as first minor subdivisions in accordance with Section 23-303 of this Article (76-3-609(4), MCA). The subsequent minor subdivision will be reviewed by the governing body where the jurisdiction in which it is located. A copy of the application shall also be provided to school district trustees (76-3-601(2)(b), MCA).

Section 23-305. Subdivisions Qualifying for ~~Expedited~~ *Abbreviated* Review.

A. **Eligibility**. Subdivisions, hereafter referred to as "~~expedited~~ *abbreviated* review plats" containing one (1) or two (2) parcels are eligible for ~~expedited~~ *abbreviated* review when:

1. They meet the definition of a first minor subdivision from a tract of record; and

2. Legal and physical access to all lots is provided; and

3. No land in the subdivision will be dedicated to public use for parks or playgrounds; and

4. The plat has been approved by the Montana Department of Environmental Quality or County Environmental Health whenever approval is required or the plat has been approved by the City of Billings Public Works Department for sanitary water, sewer and storm water facilities[2]; and

5. No public improvements are required.

If the proposed subdivision lies partly within an incorporated city or town, the proposed plat must be submitted to and approved by both the city or town and county governing body (76-3-601(2)(c), MCA).

When a proposed subdivision is also proposed to be annexed to any municipality, the subdivision review and annexation procedures will be coordinated to minimize duplications of hearings, reports, and other requirements when possible (76-3-601 (2)(d), MCA).

[2] If MDEQ or County Health approval has not yet been obtained, the applicant may submit a checkprint for review and approval to the Planning Department. The applicant may submit the checkprint approval to MDEQ or County Health as required as proof of preliminary plat approval. Proof of MDEQ or County Health approval must be submitted with the final plat and supplemental documents prior to recording the final plat.

B. **Pre-application Meeting.** The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than twenty (20) working days and no earlier than one hundred and twenty (120) working days prior to final plat submittal. At the time of request, the subdivider shall provide the Planning Director or designee with ~~ten (10)~~ *electronically submitted* sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See Appendix C for recommended pre-application sketch plan contents and other meeting recommendations.

The Planning Director or designee will schedule the pre-application meeting to occur with fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

C. ~~**Expedited**~~ **Abbreviated Review Plat Application Submittal.**

1. **Required.** The subdivider shall submit to the Planning Director or designee, for review and recommendation, a final plat of the proposed minor subdivision, which conforms to the requirements of Section 23-307 of this Article. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.

2. **Checkprint.** Prior to submitting the final plat on mylar, a subdivider must submit ~~four (4) copies~~ *electronic copies* of a final plat application, ~~four (4) paper prints of the final plat, four (4)~~ *electronic* draft copies of the supporting documents and one (1) copy of the survey closure calculations to the Planning Director or designee for review. The *electronic* final plat application form is provided *online* "Final Plat Application" and the form and content of the checkprint and the supporting documents are described ~~in Appendix J~~ *online* "Final Plat Requirements". The final plat review fee and the subdivision title commitment or title report are also required at this stage.

   ~~One (1) copy~~ *Reviewing departments shall be notified of and provided electronic copies* of the checkprint, supporting documents and survey closure calculations *have been submitted.* ~~shall be forwarded to~~ City Public Works ~~Department for their review and comment. One (1) copy of the checkprint and supporting documents shall be forwarded to the~~ Billings Fire Department, *City Legal, County Treasurer and County Clerk and Reorder shall be asked* for ~~their~~ review and comment. ~~Both departments~~ *These reviewers* shall notify Planning staff of any changes required to conform to the local regulations and state law within ten (10) working days after receipt of the checkprint. Planning staff shall notify the subdivider no later than fifteen (15) working

days after receipt of the checkprint of any changes required. A red-lined copy of the checkprint shall be returned to the subdivider along with the reviewer's comments. ~~If the checkprint is approved by all reviewing departments, the Planning staff shall provide a letter to the County Health Department or the Montana Department of Environmental Quality stating that the plat has been reviewed and is recommended for approval. This letter shall be submitted by the applicant along with their application for sanitary facility approval as proof that the proposed plat has been reviewed and approved.~~

3. **Application submittal.** Application for ~~expedited~~ *abbreviated* plat approval shall be submitted to the Planning Director or designee on or before 3:00 p.m. at least twenty-five (25) working days prior to the date of the City Council memo deadline. The *electronic* application form is provided ~~in Appendix H~~ *online* "~~Expedited~~ *Abbreviated* Final Plat Application" and must be accompanied by the required final plat, supporting documents and applicable fee.

D. **Final Plat and Supporting Documents Contents and Submittal Copies.** The subdivider shall submit one (1) electronic copy ~~in either AutoCad ® or ArcGIS ® format and one (1) copy in .pdf, .jpg or .tif format~~. The subdivider must also submit two (2) signed mylar originals of the final plat. The form and content of final plat is provided ~~in Appendix J~~ *online* "Final Plat Requirements." The final plat must be accompanied by a complete ~~expedited~~ *abbreviated* review plat application form as provided ~~in Appendix H~~ *online* "~~Expedited~~ *Abbreviated* Final Plat Application", a subdivision title commitment or title guarantee prepared within the previous six (6) months, all supporting documents and the required review fee.

E. **Review Procedure.** Planning staff shall route the application, final plat and supporting documents to the appropriate departments and officials for their signatures within sufficient time to assure the documents are placed on the first available agenda of the governing body for their consideration and authorized signatures.

F. **Governing Body Action.** At a regularly scheduled meeting, the governing body shall consider the following information in deciding whether to approve or deny a final plat:

1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety (76-3-608 (3)(a), MCA); and

2. Compliance with:

   a. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608 (3)(b), MCA); and

   b. The provision of easements for the location and installation of any planned utilities(76-3-608(3)(c), MCA); and

   c. The provision of legal and physical access to each parcel within the subdivision (76-3-608(3)(d), MCA); and

d. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and

e. Local zoning requirements; and

3. Consistency with the adopted Growth Policy, Transportation Plan, and the Heritage Trail Plan.

4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or based solely on compliance with the Growth Policy (76-3-605(2)(b), MCA).

5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (76-3-608(4), MCA).

G. **Approval Period.** Final plat approval shall be in force not more than twelve (12) months from the date of the governing body's approval. At the end of the period the governing body may, at the request of the subdivider, after review and recommendation of the Planning Board, extend its approval for no more than twelve (12) months.

After all required signatures have been obtained; the plat shall be recorded with the County Clerk and Recorder within the twelve (12) months of the date of approval.

Section 23-306. Expedited Review for Certain Subdivisions.

*A. **Eligibility**. Subdivisions, hereafter referred to as "expedited review plats" as defined in MCA 76-3-623*

1. Requested by applicant; and

2. Within an incorporated city and is subject to an adopted growth policy and adopted zoning regulations; and

3. Complies entirely with locally adopted zoning regulations; and

4. Complies entirely with the design standards and all other requirements of these regulations; and

5. Includes in its proposal plans for on-site development or extension of public infrastructure in accordance with locally adopted ordinances and regulations.

B. ***Expedited Review Plat Application Submittal.***

1. ***Pre-application Meeting.*** *The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than seven (7) working days and no earlier than one hundred and twenty (120) working days prior to submittal of a major preliminary plat application for completeness review.*

   At the time of request, the subdivider shall provide the Planning Director or designee with electronically submitted sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See online 'Pre-application application' for recommended pre-application sketch plan contents and other meeting recommendations.

   The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

   The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

2. ***Pre-application Completeness Review.*** *One (1) month prior to submittal deadline for major preliminary plat applications, the subdivider shall submit one electronic copy of the entire application including the preliminary plat and completed supporting documents to the Planning Director or designee for review accompanied by the applicable fee. After receipt of the electronic copy the Planning Director or designee shall notify the subdivider within five (5) working days as to the completeness of the application. An application complete in its entirety will include all those items listed online "Preliminary Plat Requirements", where applicable, and any additional information identified at the pre-application meeting. If the Planning Director or designee determines the application complete, the subdivider may submit the application, plat and supporting documentation for sufficiency review. If the Planning Director or designee determines the application is incomplete, the subdivider must correct the deficiencies and resubmit the application.*

3. ***Pre-application Sufficiency Review.*** *Within fifteen (15) working days after notifying the applicant that the application is complete, the Planning Director or designee will determine that the information in the application is sufficient to allow for review of the proposed subdivision. If the Planning Director or designee determines the information is sufficient, the applicant will be notified that the complete and sufficient application may be submitted at the application submittal deadline. If the Planning*

Director or designee determines the information is insufficient, the subdivider must correct the deficiencies prior to the next submittal deadline or postpone submittal to a future submittal deadline.

4. ***Department plat review meeting.*** *Upon completeness and sufficiency review, Planning staff shall arrange a department plat review meeting to publicly review comments from the affected entities and inform the subdivider of revisions or additions required to bring the application into compliance with local regulations and state law. The subdivider and their representative are required to attend the department plat review meeting and shall be given a copy of all comments received to date from the affected entities.*

C. Preliminary Plat Expedited Application Submittal.

1. ***Required****. The subdivider shall submit to the Planning Director or designee, for review and recommendation, a preliminary plat of the proposed major subdivision, which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.*

2. ***Application submittal****. Complete and sufficient application for major preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided on line "Preliminary Plat Application" and must be accompanied by the required preliminary plat, and supporting documents and applicable fee.*

3. ***Review period.*** *Upon receipt of a complete and sufficient application, the governing body's designee has thirty-five (35) working days to hold a public hearing. Subsequently, the Governing Body must approve, conditionally approve, or deny the preliminary plat application within thirty-five (35) working days. The review period may be extended upon written consent from the subdivider one time up to one hundred and eighty (180) calendar days.*

D. Preliminary Plat Contents and Submittal Copies.

1. ***Content.*** *The preliminary plat shall clearly show the information listed online "Preliminary Plat Requirements."*

2. ***Copies.*** *The subdivider shall provide one electronic copy of all the required documents for the preliminary plat to the Planning Director or designee. All plats shall be 24 inch by 36-inch size and/or 11 inch by 17-inch size as specified by the Planning Director or designee.*

E. Supporting Documentation.

1. ***Required documents.*** *The supporting information shall include those documents listed online "Required Supporting Documents for Major Preliminary Plat Applications."*

2. ***Required copies.*** *The subdivider shall provide one electronic copy of the supporting documents to the Planning Director or designee. All documents shall be typed and, in a format, specified by the Planning Director or designee.*

F. ***Planning Board Review***

1. ***Hearing notice.*** *The Planning Board shall hold a public hearing on all major preliminary plat applications. Planning staff shall place a notice in a newspaper of general circulation in the County not less than fifteen (15) days prior to the date of a public hearing. The Planning staff shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of property immediately adjoining land included in the plat by certified mail not less than fifteen (15) days prior to the date of hearing (76-3-605(3), MCA).*

2. ***Staff report.*** *Planning staff shall prepare staff reports and presentations for the Planning Board plat review meeting and public hearing. A copy of each staff report shall be provided electronically to the subdivider at least five (5) working days prior to the Board or governing body meeting. Each staff report shall provide a recommendation for approval, conditional approval or denial of the application and draft findings of fact as basis for the recommendation. The Planning staff shall also prepare a report forwarding the recommendation of the Planning Board to the governing body including the Board's recommendation for approval, conditional approval or denial of the applications and draft findings of fact as basis for the recommendation.*

3. ***Public Hearing.*** *The Planning Board shall conduct the public hearing and consider all relevant evidence as related to the proposed plat before preparing its written findings of fact and recommendation to the governing body. The subdivider or their agent shall be given the opportunity to object to any testimony given. The subdivider shall be allowed to submit in writing his or her own proposed findings of fact to the Board and the governing body following the hearing.*

   The relevant evidence considered at the public hearing on the preliminary plat shall include the criteria listed above in Section H. of this Article.

   After holding the public hearing and reviewing the evidence concerning the plat, the Planning Board shall submit its recommendations to the governing body to approve, conditionally approve or deny the major preliminary plat in writing no later than ten (10) days after the public hearing (76-3-605(4), MCA).

G. ***Governing Body Action.*** *The governing body's decision to approve or conditionally approve a subdivision is based on the preliminary plat application, public hearing, Planning Board recommendations, or additional information that demonstrates the development of the subdivision meets the requirements of the Montana Subdivision and*

Platting Act and these Regulations, local zoning ordinances, subdivision design standards and regulations, and all other adopted City of Billings regulations.

In reviewing a subdivision and when requiring mitigation, the governing body may only place conditions to ensure an approved subdivision application is completed in accordance with the applicable local requirements or survey requirements pursuant to Title 76 Chapter 4 of the Montana Subdivision and Platting Act.

The governing body shall approve, conditionally approve or deny the preliminary plat within thirty-five (35) working days of the submittal deadline and when the application was considered complete and sufficient.

H. ***Preliminary Plat Approval Period.*** *The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing, dated and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.*

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. *Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;*
2. *Progress to date in completing the subdivision as a whole and any phases;*
3. *Phasing of the subdivision and the ability for the existing development to operate without the delayed development;*
4. *Dependence of infrastructure development on the subdivision;*
5. *Duration of the requested extension;*
6. *Demonstrated ability of the subdivider to complete the subdivision;*
7. *Such other factors or criteria as deemed material in the discretion of the governing body.*

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

I. ***Appeal Process.*** *A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided in Section 23-1105 of these Regulations and 76-3-625, MCA.*

*J. **Final Plat.** A final plat application shall be submitted for review and approval following the procedures outlined in Section 23-307 of this Article prior to the expiration of the preliminary plat approval period.*

Section 23-307 Minor Subdivisions Qualifying for Administrative Review

*A. **Eligibility**. Subdivisions, hereafter referred to as "administrative review plats" are eligible for administrative-review when:*

1. They meet the definition of a first minor subdivision from a tract of record or a subsequent minor subdivision from a tract of record; and

2. Legal and physical access to all lots is provided; and

3. Complies entirely with locally adopted zoning regulations; and

4. Complies entirely with the design standards and all other requirements of these regulations; and

5. Does not require a variance to any subdivision regulations

B. Administrative Review Plat Application Submittal.

Pre-application Meeting. The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than seven (7) working days and no earlier than one hundred and twenty (120) working days prior to submittal of a major preliminary plat application for completeness review.

At the time of request, the subdivider shall provide the Planning Director or designee with electronically submitted sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See online 'Pre-application application' for recommended pre-application sketch plan contents and other meeting recommendations.

The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

C. Administrative Review Plat Review.

1. Required. The subdivider shall submit to the Planning Director or designee, for

review and recommendation, a preliminary plat of the proposed minor subdivision, which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.

2. *Application submittal. Complete and sufficient application for minor preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided online "Preliminary Plat Application" and must be accompanied by the required preliminary plat, and supporting documents and applicable fee.*

3. *Review period. Upon receipt of a complete and sufficient application, the Planning Director or designee has thirty (30) working days to approve, conditionally approve, or deny the preliminary plat application. Subsequently, upon receipt of a complete and sufficient application, the governing body's designee must notify, by first-class mail, each property owner of record whose property is immediately adjoining the land included in the preliminary plat and each purchaser under contract for deed of property immediately adjoining the land included in the Preliminary Plat.*

D. Appeal.

If, and only if, a party identified in Section 23-307.C.3 of this article objects to the Planning Director or designee's decision to approve, conditionally approve, or deny an administrative minor subdivision, the party may request in writing that the subdivision administrator forward the application on to the governing body. The governing body shall sustain the subdivision administrator's decision based on the record as a whole unless the decision was arbitrary, capricious, or unlawful. The governing body has 15 working days from the receipt of the request to review a decision to approve, conditionally approve, or deny the administrative minor subdivision and make a final determination.

Section 23-~~306~~*308*. Amended Plats.

A. **Required.** A division of lots within a platted subdivision filed with the County Clerk and Recorder that results in an increase in the number of lots, or that redesigns or rearranges six (6) or more lots must be reviewed and approved by the governing body and an amended plat must be filed with the County Clerk and Recorder (76-3-207(2)(a), MCA).

B. **Eligibility.** Amended plats shall be processed as first minor subdivisions, as described in Section 23-303, if they meet the following criteria:

1. Legal and physical access to all lots is provided; and

2. No land in the subdivision will be dedicated to public use for parks or playgrounds; and

3. The plat has been approved by the Montana Department of Environmental Quality or County Environmental Health whenever approval is required or the plat has been approved by the City of Billings for sanitary water, sewer and stormwater facilities or no public improvements are required; and

4. The amended plat creates no more than five additional lots.

Amended plats not meeting these criteria shall be reviewed as major subdivisions.

C. **Form and Content.** An amended plat shall be entitled "Amended Plat" and follow the form and content shown in Appendix D "Preliminary Plat Requirements."

Section 23-~~307~~*309*. Final Plat Submittal Requirements.

A. **Required.** After receiving a preliminary plat approval for a major, first minor or subsequent minor, the subdivider may submit a final plat of the proposed subdivision as required by this Article. The final plat shall incorporate all required conditions and changes and conform to the approved preliminary plat and this Section.

B. **Checkprint.** Prior to submitting the final plat on mylar, a subdivider must submit ~~four (4)~~ *electronic* copies of a final plat application, ~~four (4)~~ paper prints of the final plat, ~~four (4)~~ draft copies of the supporting documents and ~~one (1)~~ a copy of the survey closure calculations to the Planning Director or designee for review. The final plat application form is provided ~~in Appendix I~~ *online* "Final Plat Application" and the form and content of the checkprint and the supporting documents are described ~~in Appendix J~~ *online* "Final Plat Requirements". The final plat review fee and the subdivision title commitment or title report are also required at this stage. The Planning Director or designee may require additional documentation to ascertain whether the conditions of preliminary plat approval have been met.

~~One (1) copy of the checkprint, supporting documents and survey closure calculations shall be forwarded to City Public Works Department for their review and comment. One (1) copy of the checkprint and supporting documents shall be forwarded to the Billings Fire Department for their review and comment.~~ *Copies of submitted documents will be available to reviewers electronically.* ~~Both~~ *Reviewing* departments shall notify Planning staff of any changes required to conform to the conditions of final plat approval or local regulations and state law within ten (10) working days after receipt of the checkprint.

Planning staff shall notify the subdivider no later than fifteen (15) working days after receipt of the checkprint of any changes required. A red-lined copy of the checkprint shall be returned to the subdivider along with the reviewer's comments.

C. **Final Mylar Submittal**. Application for final plat approval shall be submitted to the Planning Director or designee on or before 3:00 p.m. at least twenty-five (25) working days prior to the City Council memo deadline. The subdivider shall submit one (1) electronic copy. ~~in either AutoCad ® or ArcGIS ® format and one (1) copy in .pdf, .jpg or .tif format.~~ The subdivider must also submit two (2) signed mylar originals of the final plat. The form and content of final plat is provided ~~in Appendix J~~ *online* "Final Plat-

Requirements." The final plats must be accompanied by a complete final plat application form as provided ~~in Appendix I~~ *online* "Final Plat Application", a subdivision title commitment or title guarantee prepared within the previous six (6) months, all supporting documents and the required review fee.

D. **Review Procedure.** Planning staff shall route the application, final plat and supporting documents to the appropriate departments and officials for their signatures within sufficient time to assure the documents are placed on the first available agenda of the governing body for their consideration and authorized signatures.

E. **Approval Period.** Final plat approval shall be in force not more than twelve (12) months from the date of the governing body's approval. At the end of the period the governing body may, at the request of the subdivider, after review and recommendation of the Planning Board, extend its approval for no more than twelve (12) months.

After all required signatures have been obtained; the plat shall be recorded with the County Clerk and Recorder within the twelve (12) months of the date of approval.

Section 23-~~308~~309. Flowchart of Subdivision Procedures.

MAJOR SUBDIVISION	FIRST MINOR	SUBSEQUENT MINOR	~~EXPEDITED~~ *ABBREVIATED* REVIEW
Preapplication Meeting	Preapplication Meeting	Preapplication Meeting	Preapplication Meeting
120 – 20 working days prior to preliminary plat completeness review submittal	120 – 20 working days prior to preliminary plat completeness review submittal	120 – 20 working days prior to preliminary plat completeness review submittal	120 – 20 working days prior to preliminary plat completeness review submittal
↓	↓	↓	↓
Completeness and Sufficiency Review	Completeness and Sufficiency Review	Completeness and Sufficiency Review	Checkprint Submittal
1 month prior to preliminary plat submittal	1 month prior to preliminary plat submittal	1 month prior to preliminary plat submittal	20 working day review
↓	↓	↓	↓
Preliminary Plat Submittal	Preliminary Plat Submittal	Preliminary Plat Submittal	Final Plat Submittal
1st day of month	1st and 15th day of month	1st and 15th day of month	~~1st and 15th~~ Any day of month
↓			
Department/Agency Review			
~~10~~*15* working days from submittal			
↓			
Notification Legal, subdivider and adjacent property owners. No less than 15 days prior to public hearing			
↓			
Department Plat Review Meeting			
↓			
Application Resubmittal			
6 working days after Department Review Meeting			
↓			
Final Staff Comments			
↓			
Planning Board Plat Review			
↓			
Planning Board Public Hearing			
↓			
Governing Body Action	Governing Body Action	Governing Body Action	Governing Body Action
↓	↓	↓	
Final Plat Submittal	Final Plat Submittal	Final Plat Submittal	

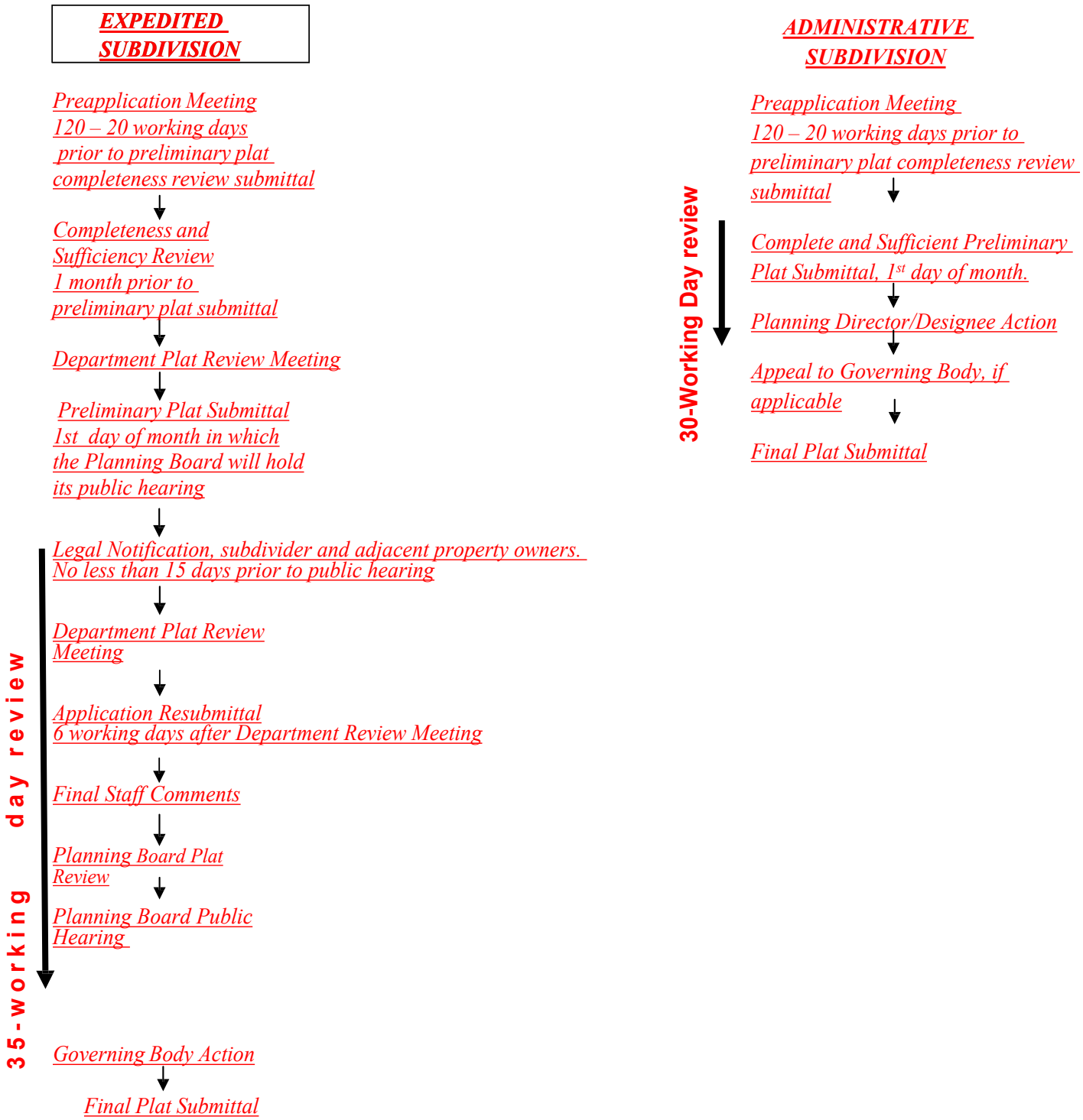
60-80 working day review

35-working day review

35-working day review

25 days prior to Councilmemo deadline.

Section 23-~~308~~309. Flowchart of Subdivision Procedures. *Continued*



Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-400. DEVELOPMENT REQUIREMENTS.

Section 23-401. General.

All subdivisions approved by the governing body must comply with the provisions of this Article, except where granted a variance pursuant to Section 23-1101, Variances, of these Regulations. The requirements contained in this Article apply to subdivisions within the City of Billings as outlined in Section 23-104 of these Regulations.

Section 23-402. Conformance with Zoning.

In addition to the standards outlined in this Article, the design and development of a subdivision must conform to any applicable zoning regulations as found in the ~~Unified~~ Zoning Regulations (Article 27, BMCC).

Section 23-403. Improvement Design.

Engineering and survey plans, specifications, and reports required in connection with public improvements and other elements of the subdivision required by the governing body must be prepared by a professional engineer or professional land surveyor as their respective licensing laws allow in accordance with the Montana Subdivision and Platting Act (MSPA) and these Regulations. ~~All traffic impact studies must be prepared and stamped by a Professional Traffic Operations Engineer (PTOE).~~ Subdivisions must meet the current Access Management Plan adopted by the City.

Section 23-404. Lots.

A. **Regulation of Lots**: Each lot must contain a building site that can be designed to meet applicable building codes, site development standards, driveway slope standards, and zoning requirements of the ~~Unified~~ Zoning Regulations.

B. **Dimensions, Orientation and Topography**: The lot size, depth, shape and orientation shall be appropriate for the location, contemplated use of the subdivision and the zoning of the property. Flag lots shall be ~~discouraged~~ *prohibited* except in cases where ~~they are necessary due to topography or other physical constraints on the property~~ *zoning districts allow flag lots.*

   Slopes of more than 25% are excessive for building sites and shall be subject to a geotechnical analysis. Areas within the subdivision with a slope of 25% or greater shall be identified on the face of the preliminary and final plats.

C. **Frontage:** Residential lots shall ~~have a~~ *provide the* minimum *lot width as required by the existing or proposed zone, as defined in BMCC 27-300 and shall be* ~~of thirty-two (32) feet of frontage~~ on a public right of way or private easement. Lots in commercial and industrial subdivisions shall have a minimum lot width, as defined in BMCC 27-400, ~~frontage of forty-four (44) feet~~ on a public right of way or private easement, or through a reciprocal access easement.

D. **Division by Rights-of-Way**: No single lot may be divided by a public road, alley, or access easement.

E. **Corner Lots:** Design of corner lots must meet the following requirements:

1. Corner lots must be of sufficient size to provide a building site while meeting the clear vision requirements specified in Section 27-618 of the ~~Unified~~ Zoning Regulations.

2. All residential corner lots adjacent to a street identified as a Principal or Minor Arterial must have vehicular access only to an internal street in the subdivision identified as a Collector or Residential street.

F. **Double Frontage Lots:** Double frontage lots (See Figure 23.200.1.) are allowable where they are necessary due to topography and when a one (1) foot wide no-access easement is provided for separation of residential development from railroad or street rights-of-way.

1. Residential Areas: For any residential subdivision where an Arterial street abuts or runs through any portion of the subdivision, the subdivision plan shall provide ~~lots to back onto the arterial street~~ *for the rear lot line to be adjacent to the arterial street* and provide a one (1) foot wide no-access easement to prevent vehicle access to the arterial street.

2. Commercial Areas: For any commercial subdivision where an Arterial street abuts or runs through any portion of the subdivision, the subdivision plan shall provide for shared accesses to the arterial street or access via internal roads with a one (1) foot wide no-access easement to prevent uncontrolled vehicle access to the Arterial street.

Section 23-405. Blocks.

A. **Size and Orientation Blocks:** Block Length, Section, and Perimeter shall be provided in accordance with Table 23-405.1.

TABLE 23-405.1 REQUIRED BLOCK DESIGN

Zone District	*Block Length*			*Block Perimeter*		*Block Section*	
	Max.	*Min.*	*Preferred*	*Max.*	*Preferred*	*Max.*	*Preferred*
N1/NX1	*780'*	*160'*	*600'*	*1,900'*	*1,480'*	*797'*	*622'*
N2	*950'*	*160'*	*720'*	*2,200'*	*1,700'*	*960'*	*740'*
N3	*1,000'*	*200'*	*780'*	*2,400'*	*1,900'*	*1,029'*	*806'*
NX2/NX3	*700'*	*100'*	*500'*	*1,200'*	*800'*	*708'*	*510'*
RMH	*750'*	*200'*	*570'*	*2,000'*	*1,600'*	*777'*	*605'*
NO/NMU	*780'*	*160'*	*600'*	*1,900'*	*1,480'*	*797'*	*622'*
CMU1	*700'*	*160'*	*500'*	*1,900'*	*1,400'*	*720'*	*525'*
CMU2	*1,400'*	*300'*	*700'*	*4,200'*	*2,800'*	*1,432'*	*762'*
CX	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
I1	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
I2	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
EBURD/CBD/DX	*600'*	*300'*	*160'*	*1,800'*	*1,200'*	*622'*	*340'*
Public 1-3	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

~~Length, width and shape of blocks shall be determined with consideration of the following:~~

~~1. Provision of adequate building sites suitable to the needs of the type of use contemplated;~~

~~2. Needs for convenient and necessary access, circulation, traffic control and traffic safety, and public safety;~~

~~3. Limitations or opportunities created by the topography.~~

~~4. The block face requirements are:~~

~~a. Maximum Block Face Length: For CMU districts the maximum block face length shall be no more than 660 feet in length. For all districts other than CMU, maximum block face length shall be no more than eight hundred (800) feet.~~

~~b. Maximum Block Perimeter: The maximum perimeter of any block shall be 2,200 feet.~~

~~c. Connectivity: Streets shall connect and continue existing or planned streets from adjoining areas. Block faces at the maximum length above require pedestrian access at mid-block points to ensure walkability. Pedestrian access or walkways may be incorporated as a dedicated alley or as an easement between lots.~~

1. Block Length means the measurement along the property lines of all lots that share the same street frontage until another street intersects (see Figure 23-405.2.). A block length continues until the street frontage changes from one cardinal direction to another.

2. Block Perimeter means the aggregated measurement along all perimeter property lines contained within a Block (see Figure 23-405.3.).

    a. Block Perimeter excludes portions of lots along a project boundary where connections cannot be made because of physical obstacles, such as prior platting of property, existing structures or other barriers, steep slopes, wetlands and other water bodies, railroad and utility rights-of-way, existing highway rights-of-way, and parks and dedicated open space (see Figure 23-405.4.).

3. Block Section measures the greatest straight-line distance between any two points around the perimeter of an area enclosed by streets (see Figure 23-405.5.).

4. Block Length and Block Perimeter preferred measurements are not minimums. Less than the preferred measurement is also acceptable if the design enhances the connectivity of the subdivision.

5. Breaks in Block Length or Block Section such as, a dedicated pedestrian right-of-way of at least 30 feet in width, or a dedicated public park or open space area with at least

30 feet of street frontage (see Figure 23-405.6.) can substitute for an intersecting street. Alleys and similar service corridors will not count as a break in the block perimeter.

6. When designing new roads and streets, curvilinear~~, serpentine and spirograph~~ streets are ~~discouraged and should only be used when a PTOE recommends the design as a traffic calming measure that is warranted or when the topography otherwise prohibits grid street layout~~ still required to follow the basic block layout as outlined in Section 23-405.

7. When Block Lengths exceed 500 feet, traffic calming shall be included in the design.

Figure 23-405.2. Block Length

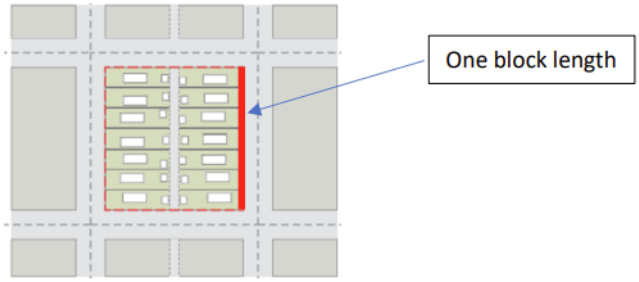


Figure 23-405.3. Block Perimeter



Figure 23-405.4. Block Obstructions



Figure 23-405.5. Block Section

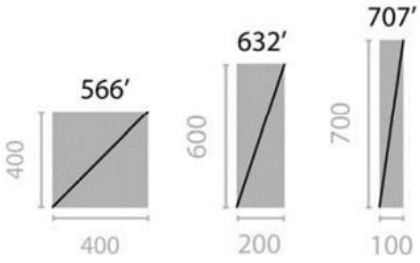
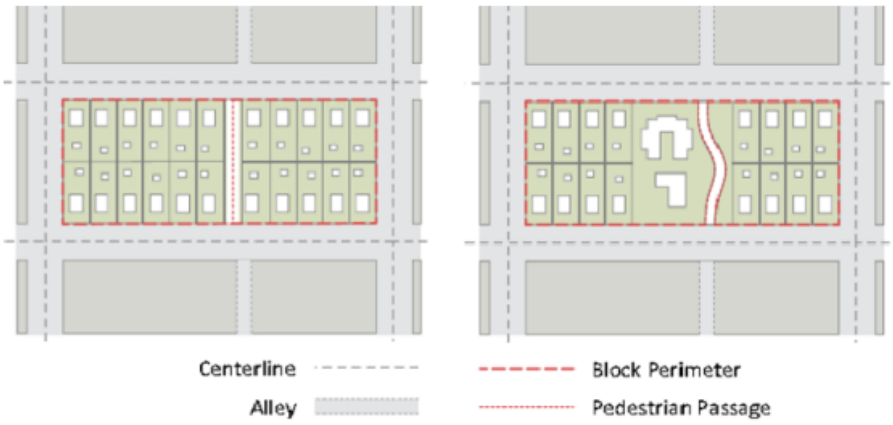


Figure 23-405.6. Breaks in Block Length



B. **Rights-Of-Way for Internal Non-motorized Connections:** Public rights-of-way for internal non-motorized connections within blocks will be required ~~when essential~~ to provide circulation or safe access to schools, playgrounds, shopping, transportation and other community facilities. Pathways shall also be installed at the end of cul-de-sacs. ~~where deemed appropriate~~.

C. **Block Numbering:** All blocks shall be identified with Arabic numerals.

Section 23-406. Streets and Roads.

A. **Streets and Roads, General:** The arrangement, type, extent, width, grade, and location of all streets shall conform to any adopted area plans including, but not limited to, the Growth Policy and Transportation Plan, and must be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by them.

1. Relation to Undeveloped Areas: When a proposed subdivision adjoins undeveloped land, streets within the proposed subdivision shall be arranged to allow access to the adjoining undeveloped land *this may require multiple connections to multiple adjacent undeveloped parcels. The maximum distance between connections to undeveloped lands shall no exceed 600 feet.* Streets within the proposed subdivision shall be constructed to the boundary lines of the tract to be developed, unless prevented by topography or other physical conditions *or granted by a variance. A variance may not be requested to eliminate connectivity to any street proposed on the most recently adopted Functional Classification Map*.

2. Relation to Developed Areas: The subdivider shall arrange the streets to provide for the continuation of streets between adjacent developed properties ~~when such~~

~~continuation is necessary for the convenient movement of traffic~~, *to provide* effective provision of emergency services and efficient provision of utilities. Such provision may be waived ~~where the adjacent land use is incompatible with the proposed subdivision, or~~ when prevented by topography or other physical conditions.

3. Separation of Through and Local Traffic: Whenever a subdivision abuts or contains an existing or proposed highway, Arterial street or Collector street, the subdivider may be required, as a condition of approval, to provide frontage roads, reverse frontage lots with a no-access strip preventing access along the rear property lines, planting or fencing screens, shared accesses, or other treatment as may be necessary to adequately protect residential properties and to separate through and local traffic.

4. Distance between Parallel Right-of-Way: Where a subdivision borders on or contains a railroad, limited access highway, canal, stream or ditch right-of-way, the subdivider may be required to provide a street or easement approximately parallel to and on each side of the right-of-way at a distance sufficient to allow for the operations and maintenance of the intervening land. Such distances shall also be determined with regard for the requirements of approach grades and future grade separation.

5. Second Access: To facilitate traffic movement, the provision of emergency services, and the placement of utilities, all major subdivisions and subsequent minor subdivisions shall provide at least two means of vehicular access built to the standards of this Chapter and designed to ensure public health and safety.

    a. Exceptions to the requirement to provide at least two means of vehicular access may be made for major and subsequent minor subdivisions that meet all of the following criteria:

        1. Access is provided by a cul-de-sac with an approved turnaround that is ~~600~~ 1000 feet or less in length; and
        2. The subject cul-de-sac is served by a local, collector, or arterial street that is not classified as a dead-end street; and
        3. The subject cul-de-sac serves no more than 20 lots, and no more than 30 dwelling units, when residential development is proposed.

    b. Provision of a second means of vehicular access may be required for any subdivision when deemed necessary for public health, safety or welfare.

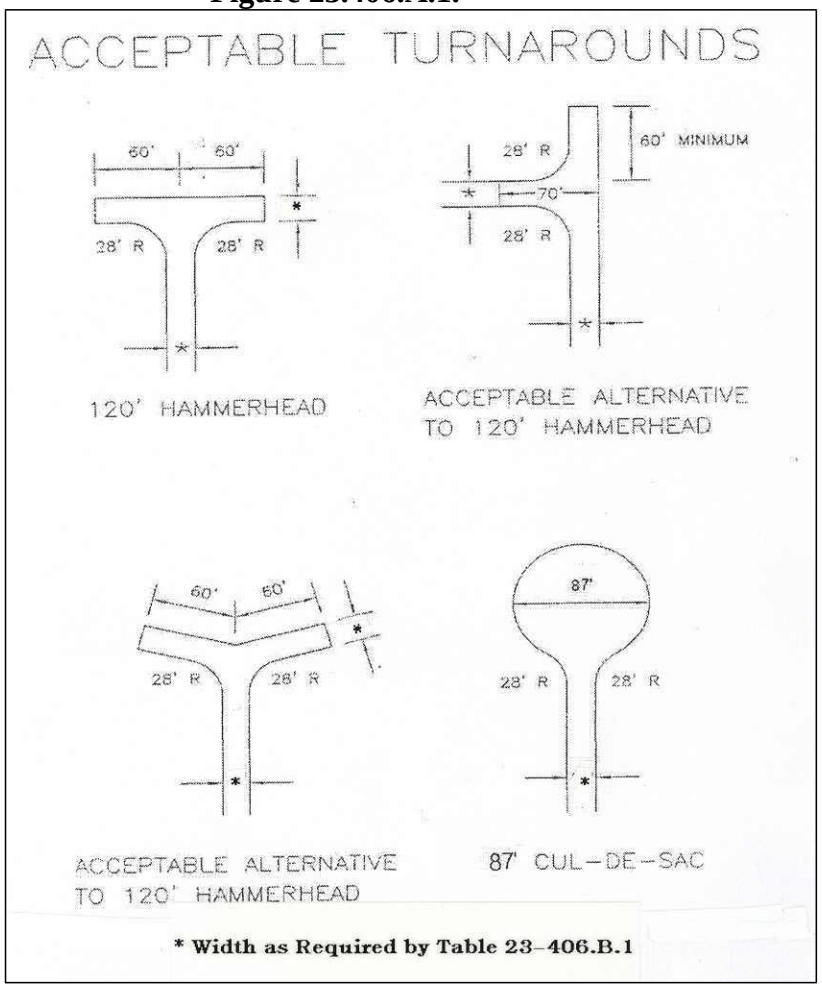
    c. When not otherwise exempt, if a second means of vehicular access built to City street standards cannot be provided for reasons of topography or other physical conditions, the subdivider shall provide an emergency access road, built to the standards detailed in Section 23-413 of these Regulations.

    d. Variance requirement in relation to Emergency Access Roads (EAR).

        1. If a full city standard access road is required, and the developer proposes to build an EAR, a variance shall be required showing the hardship encountered.

6. Dead-end Roads: Dead-end access roads or driveways in excess of one hundred fifty (150) feet shall not be permitted without an approved turn around at the terminus. Where streets terminate, the subdivider shall provide a "cul-de-sac" or "hammerhead- T" turnaround conforming to the design standards outlined in Figure 23.406.A.1. The maximum allowable length of a dead-end road is six hundred (600) one thousand (1000) feet. In cases where a dead-end road may be extended in the future, a right-of-way easement or dedication may will be required to be provided.

Figure 23.406.A.1.



7. Half Streets: Half streets are prohibited except when they are essential to the subdivision, are beneficial to the City, or when the City Public Works Department is satisfied that the other half of the street will be dedicated to the public when the adjoining property is subdivided. When an existing half street is adjacent to a tract to be subdivided, the other half of the street must be platted within the new subdivision.

8. Street Continuity: Streets that are a continuation of streets in contiguous territory shall be so aligned as to assure that their centerlines shall coincide and shall have matching names. In cases where straight continuations are not physically possible, such centerline shall be continued by a centerline offset of not less than one hundred twenty-five (125) feet.

9. Tangent for Reverse Curves: A tangent shall be introduced where necessary as determined by City Engineering between reverse curves on arterial and collector streets.

10. Deflected Street Lines to be Curved: When continuing street lines deflect from each other at any one point by more than five (5) degrees, they shall be connected by a curve with a radius adequate to ensure adequate stopping sight distance at the center line of a street in accordance with the most current American Association of State Highway and Transportation Officials (AASHTO) Manual guidelines.

11. Intersections: Local streets shall be laid out ~~so as~~ to intersect as nearly as possible at right angles and no local street shall intersect any other local street at less than eighty (80) degrees. Such angle of eighty (80) degrees or greater shall be retained for at least fifty (50) feet back from the intersection. Any street intersection involving an arterial and/or collector street, shall intersect at ninety (90) degrees, shall be retained for at least one hundred (100) feet back from the intersection. Not more than two (2) streets shall intersect at any one point unless specifically approved by the City Public Works Department.

12. Lot Corners at intersections: Lot corners at all street intersections shall be designed to accommodate public infrastructure and the requirements of the American Disabilities Act (ADA)

13. Sight distance: The alignment of all streets and roads must provide adequate sight distances in accordance with Section 27-1802 H, Visibility at Intersections, Billings Zoning Code. ~~the most current American Association of State Highway and Transportation Officials (AASHTO) Manual guidelines. Intersections must be designed to provide adequate visibility for traffic safety based on the designed operating speeds of the intersecting roadways.~~

14. Approach Permits: The subdivider shall obtain the applicable approach or curb cut permits for all new accesses to City streets. The subdivider shall obtain an approach permit approved by the Montana Department of Transportation (MDT) for any vehicular access onto a state highway.

15. Street/Road Names and Lot Addresses: New streets/roads aligned with existing streets/roads shall have the same name as the existing street/road. All new street names and lot addresses shall be approved by the ~~City Fire Department~~ *City GIS / Land Management* prior to final plat approval in order to avoid duplication and confusion with names of existing roads.

16. Street/Road Signs and Traffic Control Devices: Street or road signs and traffic control devices of the size, shape, and height approved by the governing body must be placed at all intersections. Traffic control devices must conform to the standards contained in the *Manual on Uniform Traffic Control Devices*.

17. Central Mail Delivery: When required by the United States Postal Service, the

developer shall provide a cluster/gang mailbox area for mail delivery. All access provided to these mail delivery systems shall be ADA compliant.

B. **Streets and Roads Design and Improvement Standards**:

1. General: The design and improvement standards contained in this section shall apply to all construction, reconstruction of streets and roads, public or private, dedicated to the public within the City limits.

2. Improvement Design: All street improvements shall be designed by and constructed under the supervision of a professional Civil Engineer, registered in the State of Montana, and shall meet or exceed the right-of-way and construction standards for the type of street to be constructed found within these regulations, the adopted Transportation Plan, and adopted policies of the City Public Works Department.

3. Plans and Specifications approval: Plans and specifications for all streets shall be provided to and approved by ~~the~~ City Engineer*ing*. The subdivider shall provide professional engineering services for construction inspections, and post-construction certifications. The plans and specifications shall be approved by the City Engineer prior to initiation of any street improvement construction. In addition, a copy of the road plans and specifications for any emergency access roads shall be reviewed and approved by the City Fire Department prior to construction.

4. Traffic ~~Accessibility~~ Impact Study: ~~Prior to the City Council's action on~~ At the time of preliminary plat submittal, a traffic ~~accessibility~~ impact study shall be prepared and stamped by a Professional Engineer and approved by the City Engineer for any new residential, institutional, commercial or industrial subdivision or development which will generate ~~five hundred (500)~~ one thousand (1,000) or more vehicle trips per day or 100 peak-hour trips, as referenced in the Trip Generation Report of the Institute of Transportation Engineers. The Professional Engineer shall certify "that the Traffic Impact Study has been prepared by me or under my immediate supervision and that I have experience and training in the field of traffic and transportation engineering." The report shall be stamped by a Professional Traffic Operations Engineer for five thousand (5,000) or more vehicle trips per day.

   The traffic generation threshold shall apply to any development or cumulative phases of development.

   A vehicular trip is defined as a one-way journey of a person in an automobile or a transit vehicle. If the study indicates a need for the installation of traffic signals, intersection improvements, or other off-site street improvements to facilitate traffic flow generated by the entire proposed development, the identified improvement shall be installed or a financial contribution for the subdivision's proportional share shall be made prior to final plat approval of the subdivision, as determined by City Engineering. The financial contribution for proportionate share shall be by cash contribution, traffic system development fee, or traffic impact fee, whichever is in

effect at the time of final plat approval. The applicant shall meet and discuss elements of the study with City Engineering to determine the general extents of the study at the time of the pre-application meeting.

All developments generating less than 100 peak-hour trips or 1000 average daily trips shall analyze and design for the following basic street design elements. The applicant shall review these elements with City Engineering at the time of a preapplication meeting to determine what elements may apply. In addition, the applicant shall provide an explanation of how each element applies or does not apply, and that summary shall be included with the preliminary plat or development application.

~~The study shall include, but not be limited to the following:~~

~~a. Estimated number of vehicular trips per day;~~
b. Location of approaches (access management);
c. Sight distance review;
d. Turn lane analysis;
e. Connectivity and Circulation review ~~patterns;~~
f. On-street parking impacts;
g. Review of impacts to adjacent property streets, accesses, and intersections with site generated pedestrian and vehicular traffic;
h. Truck circulation, including solid waste pick-up;
i. Location and type of traffic-control devices;
~~e. Pedestrian systems;~~
~~f. Bicycle systems;~~
~~g. Projected turning movements;~~
~~h. Impacts on existing street intersections.~~
i. Traffic Calming

City Engineering reserves the right to require applicant analysis and review of a specific traffic impact due to known traffic or adjacent access issues for a subdivision or development generating less than 100 peak-hour or 1000 trips per day.

5. Street and Road Dedication: All streets providing access to the proposed subdivision shall be dedicated to the public.

6. Right-of-Way and Street Widths: Street right-of-way and surface widths shall be provided as shown in Table 23.406.B.1, below. Street widths (b-b curb width) and lane widths shall be determined and approved by City Engineering Right-of-Way dedications at intersections shall be determined by City Engineering, and may include chamfered corners in order to accommodate ADA or future roundabout.

Table 23-406.B.1. Required Dedications and Street Improvements for Subdivisions within the City Limits

Street Type	Right-of-Way	B-B Curb Width Range	~~Lane Width*~~ ***	Parking Width** **	~~Turn lane width~~	~~Median Width~~	Boulevard Width	Sidewalk Width	*Shared Use Path Width*
Principal Arterial	~~130'~~ *120'*	~~64'~~49-~~86'~~* *	~~11'~~ ~~12'~~**	---	~~14'~~	~~---~~	10'	5'/~~10'~~ **	*10'*
Minor Arterial	100'	~~42'-66'~~ * *	~~112'~~	---	~~---~~	~~14'~~	10'	5'**	*10'*
Collector	74'	39'-53'*	~~11'~~	8'	~~14'~~	~~---~~	5'	5'	
Commercial Local Access	70'	~~44'-45'~~ 39'-45'	~~13.5'~~	8'	~~14'~~	~~---~~	5'	5'	
Residential Local Access	56'	34' min. §	~~n/s~~	n/s	~~---~~	~~---~~	5'	5'	
Cul-de-Sac 100-~~600~~ 1000	56'	34' min.	~~n/s~~	n/s	~~---~~	~~---~~	5'	5'	
Cul-de-Sac <100 feet	40'	29' min.	~~n/s~~	n/s	~~---~~	~~---~~	---	---	

* As approved by City Engineering. ~~traffic study is required to determine final width.~~

~~** Interior lane(s) is 11' and the outside lane is 12'.~~

** Sidewalk is 5' on one side with a 10-foot multi-use trail on the other side. ~~and 10' *shared use path* on the other side. n/s No specific width is specified.~~

*** Lane Width measured from lip of curb. Parking width measured from face of curb.

§ Street sections that are fronted by property that do not generate traffic, do not require parking, and must be signed no parking may be reduced to 24-feet back of curb to back of curb. For example, a street through a golf course that is fronted by golf course on both sides or an entry road into a subdivision.

§ Street sections with less than 120 average daily trips (ADT), for local residential streets with two street connections or street sections, or that have a block length of 300-feet or less may reduce the Back of Curb to Back of Curb Width Street Requirement to 31-feet.

7. Alleys: Proposed alleys in both residential and commercial subdivision shall meet the following standards:

   a. The width of an alley shall be a minimum of twenty (20) feet.

   b. Alley intersections and sharp changes in alignment shall be avoided, but where

necessary, corners shall be designed to permit single unit truck movement.

c. Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities at the end.

8. Grading/Cut and Fill: All streets and alleys with adjacent to the subdivision shall be excavated or filled to the grade established and shall provide for surface water drainage as specified by City Public Works according to City specifications.

9. Base Construction: The type of base required will vary depending on the nature of the existing material and with the particular type of traffic to be accommodated, and shall be approved by City Public Works according to a geotechnical analysis.

10. Street Surfacing: A pavement surface shall be required on all streets as specified by City Public Works.

11. Street Grades: All street grades shall conform to the requirements of the City. Street grades shall not exceed the following, with due allowance for reasonable vertical curves and intersection treatment. Street centerline horizontal curves shall be designed for the following minimum speeds:

Street Type	Percent Grade	Speed (M. P. H.)
~~Arterial~~	~~4~~	~~45~~
Collector	7	25-35
Local Access	12	25

12. Curbs and Gutters: Standard integral curb and gutter shall be placed on all arterial, collector and commercial streets. Standard integral curb and gutter is ~~preferred~~ *required* on local residential streets, but ribbon curb may be approved by City Engineering as part of the storm drain design for the subdivision. ~~but drive-over curb may be used upon approval by City Public Works. The allowable minimum curb and gutter grade shall be four-tenths percent and the desirable minimum curb and gutter grade will be five-tenths percent.~~

13. Sidewalks: Boulevard style sidewalks shall be installed on both sides of all streets, except cul-de-sacs less than one hundred (100) feet in length. Arterial and Collector streets may have a multi-use trail on one side in lieu of one of the required boulevard sidewalks. ~~The Planning Board~~ City Engineering may recommend to the City Council that it waive or modify the requirement for boulevard walks on both sides of a local residential street when the subdivision constructs an approved multi-use bicycle/pedestrian path connected and ADA accessible to all lots in combination with or in lieu of sidewalks. Required sidewalk and boulevard widths shall follow those listed in Table 23-406.B.1, above.

14. Street Lights: Street lights shall be installed within residential subdivisions. Residential street lights shall be designed by a licensed professional engineer in accordance with the American National Standard Practice for Roadway Lighting RP-8, current edition.

    a. New Street Lighting

        1. Residential Light Fixture Configuration. Street light fixtures installed after the effective date of these regulations shall be equipped with full cutoff optics, and positioned to minimize any glare source and not create light spillover

        2. Mercury Vapor Bulbs or Lamps. Mercury Vapor bulbs or lamps may not be used in Residential street lights installed after the effective date of this ordinance. LED type luminaires shall be utilized in new street lights.

        3. Residential Street light mounting Height. Residential Street Light fixtures installed after the effective date of this ordinance shall not be mounted higher than 25 feet above grade.

        4. Exceptions to the requirements of 23-406.B.14.

            a. Traffic signals and other traffic safety and control devices
            b. Historic streetlights

15. Access Driveways: Access driveways to new lots shall be allowed as regulated by the City's Curb Cut Regulations found in Article 6-1208, BMCC.

16. Permanent cul-de-sac streets may not represent more than 20% of total roadway miles in a subdivision unless approved by a variance.

    a. Exceptions to this do not require a variance but can be approved administratively. Exception provision are:

        1. Infill projects where a dead-end cul-de-sac is the only viable road option.

        2. Long narrow lots that are not wide enough for more than a single road that is less than 1,000 feet long. Future connections to adjacent properties shall be provided as outlined in Section 23-406.A.1. and Section 23-406.A.2.

        3. Topography that does not allow for a grid system as outlined in the subdivision regulations.

    b. Developments with cul-de-sacs, must provide non-motorized access easements that connect the ends of these streets with each other or provide non-motorized access to existing or reasonable expected future streets, schools, shopping, parks, trails or open space, bus stops and community facilities.

C. **Multi-Use Trails, General:** All subdivisions must be reviewed for compliance with the ~~Heritage Trail Plan~~[3] *currently adopted Active Transportation Plan* to provide multi-use trail and greenway corridors for safe, convenient non-motorized transportation routes throughout the City and County.

1. To comply with the ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan*, all subdivisions ~~may~~ *shall* provide a ~~twenty (20)~~ *thirty (30)* foot wide multi-use trail easement across the property if:

a. The ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan* indicates that a proposed multi-use trail corridor crosses the subdivision property; or

~~b. The Heritage Trail Plan indicates that a proposed greenway corridor crosses the subdivision property.~~

2. If the ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan* indicates that a proposed trail ~~or greenway~~ ~~corridor~~ crosses the subdivision property, and a segment of the trail ~~or greenway corridor~~ has already been provided on adjacent property, then the subdivision ~~may~~ *shall* connect the trail ~~or greenway segments~~ at the property lines to provide for a continuous trail ~~or greenway~~ corridor.

~~3. In the case of major subdivisions, if the Heritage Trail Plan indicates that a proposed trail or greenway corridor crosses the subdivision property, dedication of linear park land including a trail easement shall be considered as all, or a portion of, the required parkland dedication (See Sections 23-1004 and 23-1002 of these Regulations).~~

3. Trail infrastructure identified and designated as Neighborhood Bikeways, Bike Lanes, Shared Use Path in the currently adopted Active Transportation Plan are required to be constructed by the developer when the trail is in the adjacent right of way or within the development itself. This is considered a public improvement.

Section 23-407. Storm Drainage Facilities.

A. **General:** Facilities and design for storm water drainage shall be provided in accordance with standards set by the City of Billings Storm Water Management Manual (SWMM) and the Montana Department of Environmental Quality (MDEQ). The subdivider shall provide a storm water collection and conveyance system which is designed and constructed in accordance with applicable City standards and which is connected to an existing storm drainage system. If there is no existing storm drainage system in the area or if the existing system has insufficient capacity to carry the additional discharge, the subdivider shall provide an onsite area for retention or detention with controlled outlet capacity, if needed. Such on-site retention or detention and controlled outlet shall be utilized only if specifically approved by the City.

B. **Drainage Discharge:** Discharge of storm drainage is subject to the following:

1. Storm drain systems shall not discharge into sanitary sewer facilities.

2. Storm drain systems shall not discharge into agricultural water user's facilities without the written permission of the appropriate irrigation district.

3. Stormwater detention or retention ponds ~~must~~ *in parkland, reference Section 23-1005 Stormwater Detention / Retention Ponds in Parks of these regulations.* ~~*on a separate parcel and shall not count towards the parkland dedication requirements. Signage is required to indicate the ownership and provide a maintenance contact for the facility. Retention ponds may be located*~~ within a public park land at the discretion of the ~~*when the following criteria is met and approved by the*~~ City Parks Department.

~~a. *The facility is* Such areas shall not count toward the park land dedication requirement unless they are approved by the City Parks Department designed to serve as an amenity to the park and includes improvements such as (trail, benches, walking paths, landscaping, pavilions, etc.)~~

~~b. *The facility* and fits into the planned uses and improvements to the park (See Article 23-1000 of these Regulations).~~

~~[3] The Heritage Trail Plan is not a regulatory document. It is advisory in nature.~~

C. **Easements:** Easements may be required between lots and along public right-of-way to manage storm drainage in subdivisions.

~~D. **System Maintenance:** If any onsite retention or detention facilities are utilized, unless otherwise provided a special maintenance district shall be created prior to filing the final subdivision plat in order to provide funds for the maintenance of such facilities.~~

~~E. **Future Improvements:** If any onsite retention or detention facility is used, a waiver of right to protest against a future storm drain system special improvement district shall be executed by the subdivider and recorded and filed with the final plat.~~

Section 23-408. Sanitary Sewer Systems.

A. ~~If the subdivision is within the City limits, the~~ *The* subdivider shall install complete sanitary sewer system facilities in accordance with the requirements of the City and the Montana Department of Environmental Quality (MDEQ).

An application for extension of sanitary sewer services shall be submitted for review and approval by the City. The subdivider shall submit plans and specifications for the proposed facilities to the City and to MDEQ and shall obtain necessary approvals prior to construction.

B. If any boundary of the subdivision is within five hundred (500) feet of a public sanitary sewer system, the subdivider must *annex into the city and* connect to the sewer district and install sanitary sewer system facilities.

The governing body may grant a variance from the requirement to connect to a public system if the subdivider demonstrates that connection to the public system is physically or economically impractical. For purposes of this section, a connection is economically impractical if the cost is greater than three times the cost of installation of an approvable system on the site.

C. Where individual septic systems are proposed, the system shall meet the standards set forth in Title 17, Chapter 36 (Subdivisions/Onsite Wastewater Treatment), Montana Administrative Rules and obtain approval by the Montana Department of Environmental Quality and/or the Yellowstone County Environmental Health Department.

1. For lots less than twenty (20) acres, MDEQ approval shall be obtained prior to the submission of the final plat application.

2. For lots equal to or greater than twenty (20) acres, Yellowstone City-County Health Department approval is required prior to the submission of the final plat application.

3. A waiver of right to protest the creation of a future special improvement district for a sanitary sewer system shall be executed by the subdivider and recorded and filed with the final plat.

Section 23-409. Water Supply Systems.

A. If the subdivision is within the City limits, The subdivider shall install complete water system facilities in accordance with the requirements of the City and the Montana Department of Environmental Quality (MDEQ). Additionally, the City may as a condition of approval require two water feeds into dead-end roads.

An application for extension of water service shall be submitted for review and approval by the City. The subdivider shall submit plans and specifications for the proposed facilities to the City and to the MDEQ and shall obtain necessary approvals prior to construction.

B. If the subdivision is within the County Water District of Billings Heights (CWDBH), the subdivider shall install complete water system facilities in accordance with the requirements of the CWDBH and the MDEQ.

An application for extension of water service shall be submitted for review and approval by the CWDBH. The subdivider shall submit plans and specifications for the proposed facilities to the CWDBH and to the MDEQ and shall obtain necessary approvals prior to final plat approval.

C. If any boundary of the subdivision is within five hundred (500) feet of a public water

~~system, the subdivider must *annex into the city and* connect to the water system and install system facilities.~~

~~The governing body may grant a variance from the requirement to connect to a public system if the subdivider demonstrates that connection to the public system is physically or economically impractical. For purposes of this section, a connection is economically impractical if the cost is greater than three times the cost of installation of an approvable system on the site.~~

~~D. If individual water supply systems (e.g. wells or cisterns) are proposed, the system shall satisfy the standards set forth in Title 17, Chapter 36 (Subdivisions/Onsite Wastewater Treatment), Montana Administrative Rules and obtain approval by the MDEQ or the Yellowstone County Environmental Health Department.~~

~~1. For lots less than twenty (20) acres, the subdivider must obtain MDEQ approval prior to submission of the final plat.~~

~~2. For lots equal to or greater than twenty (20) acres, the subdivider must obtain Yellowstone City-County Health Department Subdivision approval prior to submission of the final plat.~~

~~3. A waiver of right to protest the creation of a future special improvement district for a water system shall be executed by the subdivider and filed and recorded and filed with the final plat.~~

Section 23-410. Utilities.

A. All new utilities serving the subdivision including electricity, cable television, and telephone shall be placed underground, with the exception of fire hydrants, cable closures, alignment markers, etc. Easements for utilities shall be clearly indicated on the plat.

1. Easements ~~across lots or centered on common rear or common side lot lines~~ shall be provided for public and private utilities *where requested by the city and private utility companies.* ~~and shall be at least sixteen (16) feet wide; easements located along perimeter lot lines shall be at least eight (8) feet in width.~~ The width of an easement may vary depending upon the utility company serving the subdivision.

2. Utility facilities shall be designed by utility firms in cooperation with the subdivider, subject to applicable laws and rules and regulations of any appropriate regulatory authority having jurisdiction over such facilities. The subdivider shall have the construction of all private utilities inspected by a licensed professional engineer prior to final plat approval or release of the financial guarantee for improvements.

B. Where a subdivision is proposed in part or in whole within an airport influence area and noise zone, as defined in BMCC, Article 5-400, a perpetual air rights easement shall be executed.

Section 23-411. Watercourse and Irrigation Easements (76-3-504(1)(j), (k), MCA).

A. **Easements for irrigation facilities WITHIN the subdivision**: Easements are required to be shown on the face of the preliminary and final plats for all drainage ways, irrigation canals/ditches and their laterals, and belowground pipelines that traverse the property to be subdivided, providing for irrigation within the subdivision, except as noted in Section 23-411.B., below. In addition, an easement document shall be filed with the final plat. The easements provided shall meet the following standards:

1. Easements shall be provided in locations of appropriate topography and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the delivery of water for irrigation to persons and land legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;

2. Easements of a sufficient width to allow for construction, repair, maintenance, and inspection of the ditch shall be provided. The easement width shall be based on the policy of the appropriate irrigation district; and

3. The easement document shall prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the water users.

4. *Irrigation or ditch easements may be located within parkland but shall not be used to satisfy parkland dedication requirements.*

B. **Exclusion of easement requirements for irrigation within the subdivision:** The subdivider need not establish irrigation easements as provided in Section A. above if one of the following is met:

1. The average lot size in the proposed subdivision will be one acre or less and the subdivider provides for disclosure, in a manner acceptable to the governing body, notifying potential buyers that lots within the subdivision are classified as irrigated land and may continue to be assessed for irrigation water delivery even though the water may not be deliverable to the lots; or

2. The water rights are removed from the property being subdivided or evidence is provided by the subdivider that the appropriate legal or administrative process has been initiated to remove the water rights from the land within the subdivision. Furthermore, the fact the water rights have been or will be removed from the land within the subdivision shall be denoted on the preliminary plat. If the removal of water rights has not been completed at the time the final plat is filed, the subdivider shall provide written notification to prospective buyers of the subdivider's intention to remove the water right and shall document that intent, when applicable, in agreements and legal documents for related sales transactions.

C. **Easements through the subdivision for the benefit of downstream water users:** Easements are required to be shown on the face of the preliminary and final plats for all drainage ways, irrigation canals/ditches and their laterals, and below-ground pipelines on the property being subdivided that are necessary to convey water through the subdivision to lands adjacent to or beyond the subdivision boundaries in quantities and in a manner that are consistent with historic and legal rights. In addition, an easement document shall be recorded with the final plat. The easements provided shall meet the following standards:

1. Easements shall be provided in locations of appropriate topography and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the delivery of water for irrigation to persons and land legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;

2. Easements of a sufficient width to allow for construction, repair, maintenance, and inspection of the ditch shall be provided. The easement width shall be based on the policy of the appropriate irrigation district; and

3. The easement document shall prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the water users.

D. **Additional Provisions:**

1. The realignment or relocation of active irrigation ditches or pipelines is discouraged. If an

   irrigation facility is proposed to be realigned or relocated, the developer shall receive written permission of the appropriate irrigation district and/or water user and the subdivider's Professional Engineer shall certify prior to final plat approval that the water entering and exiting the realigned or relocated irrigation facility is the same quality and amount of water that entered or exited the facility prior to realignment or relocation.

2. New storm water generated from a subdivision shall not be discharged into an irrigation facility unless the subdivider receives written approval from the appropriate irrigation district and/or water user prior to final plat approval.

Section 23-412. Disposition of Water Rights (76-3-504(1) (j), MCA).

~~If a subdivision will create lots averaging less than five acres in size,~~ The subdivider shall submit evidence with the final plat indicating that either A. and B., below, or C., below, has been provided:

A. **Reservation and transfer of water rights:** The subdivider shall reserve all ~~or a portion~~ of the water rights on the land to be subdivided and transfer these water rights to a single entity for use by landowners within the subdivision who have a legal right to the water; ~~Any remaining surface water rights from the land shall be reserved and severed;~~ and

B. **Establish landowner's water use agreement:** If the land to be subdivided is subject to a contract or interest in a public or private entity formed to provide for the use of a water right on the subdivision lots, the subdivider shall establish a landowner's water use agreement administered through a single entity. This agreement must specify how the water rights will be administered and describe the rights and responsibilities of landowners within the subdivision who have a legal right and access to the water; or

C. **All rights ~~reserved and~~ severed and granted to the City:** All surface water rights and/or ditch shares shall be ~~reserved and~~ severed from the land proposed for subdivision and granted to the City.

Section 23-413. Fire Protection Requirements.

To ensure a reasonable level of fire protection and life-safety for the public and firefighters, fire apparatus access roads and an approved water supply capable of providing the required water flow for fire protection shall be provided in accordance with this section and the adopted fire code to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction.

A. **Definitions.**
Approved: Acceptable to the fire department having jurisdiction.

Fire Department having jurisdiction: Fire Department or Fire District serving the area in which the subdivision is located.

B. **Major, Minor, and Subsequent Minor Subdivisions:** For all subdivisions, the subdivider shall provide the following minimum mechanism for fire suppression: A pressurized fire hydrant system meeting the flow requirements of the adopted Fire Code, National Fire Protection Association (NFPA) 1142, and the City of Billings Public Utilities Department Rules and Regulations.

C. **Emergency Secondary Access Roads:** In the event that an emergency secondary access road is approved*, through the variance process,* as a means of providing a second access to a subdivision, as required by Section 23-406.A.5. of these Regulations, it shall be built to the following standards:

1. Emergency access roads shall be designed to a minimum unobstructed surface width of not less than twenty (20) feet and shall be constructed to ~~adequately~~ support a forty (40) ton vehicle with a surface ~~so as to~~ *that* provide*s* all weather driving capabilities. The road shall be constructed to City standards. The emergency access road shall be maintained throughout the year including the removal of snow and ice. Where required by the Fire Department having jurisdiction, gates or other approved barricades shall be required at either end of the road to restrict through traffic. A sign shall be fixed to each gate in a conspicuous manner. The sign shall read "EMERGENCY ACCESS ONLY" using black letters not less than two (2) inches wide and six (6) inches high on a white retro reflective background.

2. Prior to construction, a cross-sectional design of the road including location, section,

surfacing, and drainage, and design of gates or barriers shall be submitted to and approved by the Billings Fire Department and the City Engineer's Office. The storm drain design shall accommodate runoff during a ten (10) year storm event to ensure that there is no blockage of the roadway in the event of an emergency. The drainage shall not encroach into the travel way.

3. Emergency access roads will be assigned a name by ~~the Billings Fire Department~~ *City GIS / Land Management*. In order to ensure the roads are entered into and reflected on the County GIS mapping system, the road shall be shown on the plat along with the name assigned to the road. Emergency access roads will not have conventional street signs identifying them by the assigned name.

   Two (2) sets of final plans showing corrections/revisions after review and approval shall be submitted to ~~the Fire Department~~ *City GIS / Land Management*. ~~The Fire Department~~ *City GIS* will forward one (1) set of plans to County GIS to ensure that the emergency access road and road name are entered into the GIS mapping system.

Section 23-414. Flood Hazard Evaluation.

If any portion of a proposed subdivision is within the floodway of a flood of one hundred (100) year frequency as defined by Title 75, Chapter 5, MCA and the Federal Emergency Management Agency (FEMA), or deemed subject to flooding by the City, or if any portion of a proposed subdivision is within two thousand (2,000) horizontal feet and less than twenty (20) vertical feet of a live stream draining an area of twenty-five (25) square miles or more, the flood hazard evaluation criteria found in Appendix O shall be applied, as applicable.

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-500. GUARANTEE OF PUBLIC IMPROVEMENTS.

Section 23-501. Subdivision Improvements Agreement.

Prior to granting approval of the final plat by the governing body the subdivider shall have installed all of the required improvements as stipulated in these regulations, or shall, prior to receiving approval of the final plat, provide a financial guarantee in accordance with Section 23-502 and enter into a written subdivision improvement agreement (SIA) with the governing body guaranteeing the construction and installation of all required improvements in conformance with all policies, standards and ordinances adopted by the City. The agreement shall stipulate, among other things, which type of security arrangements acceptable to the governing body the subdivider elects to use, the time schedule acceptable to the City, the subdivider's plans for accomplishing the required improvements and an agreement that the subdivider shall guarantee all improvements for a period of ~~one (1)~~ *two (2)* years from the date of acceptance by the City. ~~(See Appendix K for SIA template)~~

Section 23-502. Security Guarantee. *(MCA 76-3-507).*

The subdivider shall provide a monetary security guarantee from the following listed methods in the amount of one hundred twenty-five (125) percent of the estimated total cost or actual construction contract amount of installing all required improvements including engineering and administration fees, as estimated by a Professional Engineer and approved by the Public Works Department.

A. **Escrow account.** The subdivider shall deposit cash, or other instrument readily convertible into cash at face value, either with the City, or in escrow with a financial institution. The use of any instrument other than cash, and in the case of an escrow account, the financial institution with which the funds are to be deposited, shall be subject to the approval of the governing body or designee. ~~(See Appendix L for Escrow template).~~ In the case of an escrow account, the subdivider shall file with the City an agreement between the financial institution and the subdivider guaranteeing the following:

1. That the funds of the escrow account shall be held in trust until released by the governing body or designee and may not be used or pledged by the subdivider as security in any other matter during that period; and

2. That in the case of a failure on the part of the subdivider to complete the improvements, then the financial institution shall immediately make the funds in the account available to the City for use in the completion of those improvements.

B. **Irrevocable letter of credit.** The subdivider shall provide, from a financial institution or other reputable institution subject to the approval of the governing body or designee, an irrevocable letter of credit. ~~(See Appendix M for Letter of Credit template).~~ This letter shall be deposited with the City and shall certify the following:

1. That the creditor does guarantee funds of the required amounts, as estimated by the subdivider and approved by the Public Works Department, for completing all required improvements; and

2. That, in the case that the subdivider fails to complete the specified improvements within the required time period, the creditor shall pay to the City immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter; and

3. That the letter of credit may not be withdrawn, or reduced in amount, until released by the governing body or designee; and

4. That the letter of credit shall be renewed from year to year until such time the improvements are completed.

C. **Bond.** The subdivider shall provide a surety bond to guarantee the funds to complete improvements, subject to any requirements of the bonding company. The bond shall be payable to the City and shall remain in effect until the improvements have been completed and accepted by the City. The subdivider shall bear all costs associated with the provision of the guarantee.

D. ~~**Sequential development**~~ ***Phased Development*****.** Where a subdivision is to be developed in phases, a phasing plan shall be prepared by the developer, and reviewed and approved by the governing body with the preliminary plat. The phasing plan shall be included in the SIA and shall describe which lots are included in each phase, *and* what improvements shall be completed with each phase~~, and the approximate completion date of each phase.~~ Improvements included in the first phase shall be constructed or guaranteed using one of the acceptable monetary security guarantees prior to final plat approval by the governing body. Lots within subsequent phases shall be restricted from being transferred or developed. A "Restrictions on Transfers and Conveyances" contract shall be entered into for subsequent phases by the subdivider and the governing body and shall be filed with the final plat documents with the Clerk & Recorder ~~(See Appendix N for Restrictions on Transfers and Conveyances template).~~

A release on the restrictions on transfers and conveyances may be filed with the Clerk & Recorder only after the necessary improvements for each particular phase are constructed, approved and accepted by the City, or guaranteed using one of the acceptable monetary security guarantees.

The subdivider shall set a future date that each phase is proposed to commence. Should the date set be passed or the developer determines they are unable to meet the set date a new public hearing will be scheduled to set new dates for future phases. When the developer prepares to release a new phase in the subdivision the developer shall submit to the Planning Department the existing SIA, an updated Environmental Assessment addressing any changes, an updated TIS accounting for growth in the area, and any updates to the MDEQ requirements for the development. Should there be no changes to

the above-mentioned submittal requirements the applicant shall submit documents justifying that finding. A public hearing shall be held to review the proposed phase and its' impacts on the surrounding area with the possibility of additional conditions of approval being added should the findings of fact determine they are needed. A public hearing is required prior to any 'future phase' being released for public sale of lots. (76-3-617 MCA)

All phases included within the phasing plan, if completed within 5 years of final plat approval, are not required to go through the public hearing process as outlined above in paragraph D. They will only be required to obtain a "Release and Certificate" to open each phase. If the subdivider applies to open any phase after 5 years of the approval of the final plat, then the governing body will hold a public hearing in order to determine whether changed circumstances justify amending any conditions of approval or imposing additional conditions of approval as outlined above in paragraph D.

E. ~~**Other.**~~ **Provision for security requirement to ensure construction of public improvements.** Any other method ~~that may be acceptable to the Planning Board and the governing body.~~ *specified in MCA 76-3-507 that is also acceptable to the governing body. In all circumstances the guarantee method shall provide the City of Billings as the beneficiary.*

Section 23-503. Reduction of Guarantees.

In those cases where improvement guarantees have been made by the method in Sections 23-502 ~~A.,B.,C., or D.~~ the amount of the guarantee may be reduced upon installation and acceptance by the City of the required improvements. The amount of the reduction shall not exceed the percentage that the accepted improvements made up of all originally required improvements.

Section 23-504. Release of Guarantee.

Upon completion of required improvements by the subdivider and acceptance of them by the City, all in conformance with this Chapter, the City shall authorize the release of any remaining portion of the improvement guarantee of ninety percent (90%) of the original amount. The remaining ten percent (10%) will be released after any deficiencies are corrected after the ~~one~~ *two*- year warranty inspection. The acceptance of improvements by the City shall initiate the ~~one~~ *two*-year warranty period.

Article 23-600. DEVELOPMENTS PROVIDING MULTIPLE SPACES FOR RENT OR LEASE FOR RECREATIONAL VEHICLES, MOBILE HOMES, AND MANUFACTURED HOMES

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Section 23-601. General.

A. **Definition.** A development providing multiple spaces for rent or lease for recreational vehicles (RVs) and/or mobile or manufactured homes is created when any portion of a parcel is rented or leased for the purposes of situating a temporary or permanent RV, mobile or manufactured home for residential or commercial use owned by the renter or lessee. The rented/leased land is owned as one parcel under single ownership, which can include a number of persons owning the property in common. These developments are commonly known as mobile home parks, manufactured home parks, and recreational vehicle parks.

B. **Review & approval required.** Manufactured home parks, mobile home parks and RV parks must be submitted for review and approval by the governing body before portions ~~thereof~~ may be rented or leased (76-3-504(s), MCA). Approval must be based on the criteria found in Article 23-300 of these Regulations.

The number of spaces available for rent or lease shall determine the level of review under Article 23-300 (i.e. major, minor, or expedited) as follows:

a. Two spaces for rent/lease meeting all other criteria found in Section 23-305.A. of these regulations shall be reviewed as a subdivision qualifying for expedited review under Section 23-305.

b. Two spaces for rent/lease not meeting one or more of the criteria found in Section 23-305.A. of these regulations shall be reviewed as a first minor subdivision under Section 23-303.

c. Three to five (3-5) spaces for rent/lease shall be reviewed as a first minor subdivision under Section 23-303.

d. Six or more (6+) spaces for rent/lease shall be reviewed as a major subdivision under Section 23-302.

C. **Zoning requirements.** Manufactured home parks, mobile home parks and RV parks shall follow all applicable requirements outlined in the ~~Unified~~ Zoning Regulations (Article 27, BMCC).

Section 23-602. Review Procedures

A. **Submittal requirements.**

1. Manufactured home parks, mobile home parks and RV parks require submittal of those requirements outlined in Article 23-300 of these Regulations except that the subdivider shall submit un-surveyed plans drawn to scale, rather than plats.

2. Supplementary materials. In addition to the submittal requirements outlined in Article 23-300, preliminary and final plans and submittals for manufactured home parks, mobile home parks and RV parks shall include the following:

   a. A layout of all spaces, buildings, or structures proposed for rent or lease.

   b. Location of common areas and facilities.

   c. Parks and/or recreation areas, if required by Article 23-1000, of these Regulations.

   d. Landscaping plan, ~~if~~ required by *Section 27-1200* ~~Section 23-603.E.2, or Section 27-805, 27-912, Section 27-1006, Article 27-1100 or Article 27-1400, BMCC,~~ as applicable.

   e. A Traffic Impact Analysis, if required by Section 23-406.B.4., BMCC.

   f. A Stormwater Pollution Protection Plan (SWPPP) for developments disturbing one acre or more.

B. **Final Approval.** Manufactured home parks, mobile home parks and RV parks shall follow the applicable review procedures outlined in Article 23-300 of these Regulations. In lieu of a final plat, a final plan drawn to scale shall be submitted for approval by the governing body. The approved final plan shall be filed with the Yellowstone County Clerk & Recorder as an exhibit, not as a final plat.

Section 23-603. Manufactured and/or Mobile Home Park Development Requirements.

A. **Manufactured or mobile home spaces.**

1. The number of allowed spaces is limited to what is approved on the final plan.

2. Manufactured or mobile home spaces must be arranged to permit the safe and practical placement and removal of manufactured homes.

3. All manufactured or mobile homes must meet the minimum setback requirements of ~~Article 27-308~~ *Section 27-309*, BMCC from all perimeter boundary lines. In the case where a boundary line is adjacent to an arterial

street, all homes and accessory structures must meet setbacks as required in ~~Article 27-602~~ *Section 27-303 J*, BMCC. *In addition, all manufactured or mobile homes must meet the requirements of fire code separations. Any additional detached building must meet all requirements from building.*

~~4. The manufactured or mobile home pad must be located at least ten (10) feet from the street that serves it.~~

~~5. Location of space limits on the ground must be approximately the same as those shown on the approved plans. Precise surveying of space limits is not required either on the plans or on the ground.~~

~~6. The size of the manufactured or mobile home pad must be suitable for the general market to be served and must fit the dimensions of manufactured homes anticipated. At a minimum the pad should measure fourteen (14) feet wide and seventy (70) feet long. All pads shall be constructed of at least six (6) inches of gravel over a stabilized sub-base.~~

~~7. The total area occupied by a manufactured or mobile home and its roofed accessory buildings and structures may not exceed one-third (1/3) of the area of a space.~~

~~8. All manufactured or mobile homes shall be separated by a minimum of fifteen (15) feet.~~

~~9. There shall be a minimum of fifteen (15) feet between all attached structures such as carports, awnings, decks, and stairs and any adjacent manufactured or mobile home.~~

~~10. There shall be a minimum of six (6) feet between detached structures and any adjacent manufactured or mobile home. Detached structures are defined as any structure that is more than six (6) feet away from the manufactured home.~~

~~11~~*4*. A minimum of two (2) off-street parking spaces must be provided on or adjacent to each manufactured or mobile home space. The driveway must be located to allow for convenient access to the manufactured home, and be a minimum of ten (10) feet wide.

B. **Streets.**

1. Streets within a manufactured or mobile home park or recreational vehicle park shall be private *and built to city standards*.

2. Private streets shall be designed to provide access to all sites. No site shall have vehicular access to a public street. The streets shall be laid out to discourage through traffic and intersections with public streets shall be kept to a minimum.

3. Streets, *pedestrian, and bicycle facilities* shall be designed and built to meet current City Standards.

4. Curvilinear streets shall have no centerline curve with less than a one hundred (100) foot radius. At intersections, the inside edge of the paved street shall have a minimum of a twenty (20) foot radius.

5. All streets shall intersect at an angle of ninety (90) degrees except where the subdivider can show just cause not to and with the approval of the governing body.

6. The layout near street intersections shall be such that a clear vision area is maintained. Stopping sight distance on curves shall be as required on subdivision streets.

7. All traffic-control devices used shall comply with the current edition of the Manual on Uniform Traffic Control Devices, published by the U.S. Department of Transportation.

C. **Fire protection.** The manufactured or mobile home park shall provide an adequate water supply for fire suppression needs, following the requirements as found in Section 23-413 of these Regulations. The means for fire protection shall be subject to approval by the local fire district and the governing body.

D. **Health standards/license requirement.** In addition to the criteria of this Section, manufactured or mobile home parks must also meet the minimum standards of the Montana Department of Public Health and Human Services (MDPHHS) under Title 50, Chapter 52, MCA and the requirements of the Montana Department of Environmental Quality (MDEQ) under Title 50, Chapter 60, MCA. The governing body shall not grant final approval of a manufactured home, mobile home, and/or recreational vehicle park until the subdivider first obtains the applicable licenses and approvals for the facility from MDPHHS and MDEQ.

E. **Additional provisions**

1. Manufactured or mobile home parks shall meet the parkland dedication requirements as outlined in Article 23-1000 of these Regulations.

2. Manufactured or mobile home parks located adjacent to industrial, commercial or lower-density residential land uses shall provide screening such as fences or natural growth along the property boundary lines separating the community from such adjacent uses.

3. All manufactured or mobile home parks shall have a sign near the main entrance showing the park layout.

4. Centralized mail delivery shall be provided at one or more locations within the park. Location and design of such group mail collection site(s) shall be reviewed and approved by the United States Postal Service. ~~and the Public Works department~~.

5. It shall be unlawful to operate a manufactured or mobile home park without holding a valid license issued by the Montana Department of Environmental Quality (MDEQ), to be renewed annually.

Section 23-604. Recreational Vehicle Park Development Requirements.

A. **Recreational vehicle spaces.**

1. Recreational vehicle spaces must be arranged to allow for the safe movement of traffic and access to spaces.

2. Recreational vehicles must be separated from each other and from other structures by at least fifteen (15) feet. Any accessory structures such as attached awnings must, for purposes of this separation requirement, be considered part of the recreational vehicle.

3. No recreational vehicle space may be located less than twenty (20) feet from any public street or highway right-of-way.

4. The density of a recreational vehicle park may not exceed twenty five (25) recreational vehicle spaces per acre of gross site area.

B. **Streets.**

1. Roads within recreational vehicle parks must be designed to provide safe traffic circulation and parking.

2. Design of the streets within a recreational vehicle park shall follow those guidelines on street design for manufactured home parks above (Section 23-603.B.).

C. **Additional standards.**

Recreation vehicle parks shall also follow the guidelines listed in Section 23-603.C. **Fire protection**; Section 23-603.D. **Health standards/license requirement**; and Section 23-603.E. **Additional provisions**.

Section 23-605. Timing of Improvements.

A. The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body or designated agent will inspect all required improvements in order to ensure conformance with the approved construction plans and specifications. The subdivider shall guarantee all improvements for a period of

~~one~~ *two* years from the date of written approval by the governing body or designated agent.

B. If the subdivider seeks approval of the final plan prior to the installation and completion of all required improvements, the subdivider shall enter into a written agreement with the governing body guaranteeing the construction and installation of all required improvements. This agreement shall specify which type of security arrangements the subdivider elects to use and the time schedule proposed for accomplishing the required improvements. Acceptable monetary security guarantees are described in Article 23-500 of these Regulations.

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-700. CLUSTER DEVELOPMENTS *(MCA 76-3-509)* ~~AND PLANNED NEIGHBORHOOD DEVELOPMENTS (MCA 76-3-509)~~

Section 23-701. Purpose.

The purpose of this Article is to promote maximum flexibility in the design of new developments within the City of Billings and to encourage innovation within a framework of timely, efficient and flexible design review. Developments that utilize innovative, progressive planning and site design techniques and methods to allow a mixture of land uses, densities, setbacks and building heights are encouraged. Cluster Developments are encouraged where community resources are present and desirable for protection or preservation. Those areas include but are not limited to wildlife habitat, river and stream corridors, wetlands, historical or archeological sites or prime agricultural lands. Planned Neighborhood Developments are encouraged where the proposed development is in excess of twenty acres and diversity in land uses is desirable.

Section 23-702. Definitions.

For the purposes of this Article the following definitions shall apply:

Cluster Development: A Cluster Development is a subdivision creating five (5) or more lots clustered in a group that is designed to concentrate building sites on smaller lots in order to reduce capital and maintenance costs for infrastructure through the use of concentrated public services and utilities, while allowing other lands to remain undeveloped. A minimum of thirty percent (30%) of the area within the subdivision shall be reserved for open space owned by common ownership (76-3-103(2), MCA).

~~**Maximum Density Calculation**: The maximum number of residential dwelling units allowed is calculated by dividing the gross square footage of the Cluster Development area (including any Open Space area) by the required lot area in the underlying zoning district.~~

Master Plan: A master plan is a site plan for a Planned Neighborhood Development that shows lots, blocks, streets, alleys and areas for various land uses including open space within the development. The master plan shall be part of the subdivision approval and any significant change to such master plan shall be considered an amended subdivision.

~~**Planned Neighborhood Development (PND)**: A Planned Neighborhood Development (PND) is a subdivision consisting of a planned mixture of land uses such as residential clusters, industrial parks, shopping centers, and/or office building parks built in a prearranged relationship to each other and having open space and community facilities in common ownership or use (76-3-103(10), MCA).~~

Section 23-703. Cluster Development General Requirements.

A. Cluster development may be applied to any residential subdivision of five (5) or more lots. The subdivision shall generally conform to the Growth Policy and the underlying zoning district(s) although the lots may be smaller in area than required in the underlying zoning district.

B. The maximum size of any developed parcel or lot within a cluster development is 175,000 square feet.

C. A minimum of 30% of the total area within the subdivision shall remain undeveloped in a cluster development. The undeveloped parcel must be protected in perpetuity and prohibit further division of the parcel. (See Section 23-708)

D. Cluster developments are exempt from the review criteria in Section 23-302.H. of these Regulations (76-3-509(e)(ii), MCA).

E. Cluster developments are exempt from the parkland dedication requirements in Article 23-1000 in so far as the cluster development meets or exceeds parkland dedication requirements of Section 23-1002 of these Regulations.

F. Cluster developments shall comply with all other requirements of these Regulations.

Section 23-704. Design Standards and Applications for Cluster Developments.

A. The Cluster development subdivision shall follow all applicable review procedures, as outlined in Article 23-300 of these Regulations.

B. **Site Analysis Map.** A site analysis map shall be submitted with the preliminary plat application including the following information:

1. Property boundaries;
2. All streams, rivers, lakes, wetlands and other hydrologic features;
3. Topographic contours with a minimum of 5-foot intervals; where lots are proposed on slopes 10% or less, contours must be shown at 2-foot intervals.
4. All proposed open space areas;
5. General vegetation characteristics;
6. General soil types;
7. The planned location of protected open space;
8. Existing roads and structures;
9. Potential connections with existing open space, parks and trails.

C. **Open Space Management Plan.** An open space management plan, as described in Section 23-707 of this Article, shall be prepared and submitted with the preliminary plat application. The management plan will be reviewed as a supporting document of the preliminary plat. Review and recommendations to the governing body on the proposed open space management plan will be prepared by the Planning Board.

D. **Instrument of Permanent Protection Required.** An irrevocable covenant prohibiting further subdivision, division, or development of the open space lots or parcels as provided in 70-17-201, et seq., MCA, shall be placed on the open space concurrent with the application for final plat approval.

E. **Maximum Density.** The maximum number of dwelling units shall be calculated by dividing the gross area of the lot including the open space by the required lot area of the underlying zoning district. The applicant need not demonstrate the development capability of the land to calculate the maximum dwelling unit density.

F. **Other Requirements.** The applicant shall adhere to all other applicable requirements of the underlying zoning district(s) with the exception of minimum lot area per dwelling unit (See Maximum Density above). The proposed number of dwelling units shall not exceed the maximum density but each dwelling unit may be placed on a lot of less than the minimum lot area required by the underlying zoning district(s). Subsequent to a preliminary plat approval, the applicant shall apply for and receive a zoning variance (Art. 27-1500, BMCC) from the minimum lot area required within the zoning district(s).

Section 23-705. Open Space.

A. At least thirty percent (30%) of the gross area of a cluster development shall be reserved as open space.

B. **Resource Protection Areas**: The following are considered resource protection areas and are required to be included within the open space when present. These resource areas
must be mapped and shown on the preliminary plat.

1. The 100-year floodplain.
2. Riparian zones of at least seventy five (75) feet in width along all perennial and intermittent streams.
3. Areas of at least 5,000 square feet with percent grade of twenty five percent (25%) or greater.
4. Wetlands that meet the definition used by the Army Corps of Engineers pursuant to the Clean Water Act.
5. Populations of endangered or threatened species, or habitat for such species.
6. Archaeological sites, cemeteries and burial grounds or historic sites listed as such with any state or federal agency.

C. **Other Resource Areas.** The following are considered important resource areas and may or may not be included within the open space at the discretion of the applicant.

1. Historic sites or structures not listed as such with state or federal agencies.
2. Existing native forests or prairie of at least one (1) acre contiguous area.
3. Other significant natural features and scenic view sheds such as ridge lines, peaks and rock outcrops, particularly those that can be seen from public roads.
4. Prime agricultural lands of at least two (2) acres contiguous area.
5. Existing trails that connect the tract to neighboring areas.
6. Areas at the base of any ridge line or rimrock of at least one (1) contiguous acre.

D. Above-ground utility rights-of-way and small areas of impervious surface may be included within the protected open space. Such areas shall make up not more than

five percent (5%) of the required open space area.

E. At least seventy five percent (75%) of the open space shall be in a contiguous tract of a minimum size of 45,000 square feet. The open space should adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.

F. The open space should be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space.

Section 23-706. Permitted Uses of Open Space.

A. Uses of Open Space may include the following:

1. Conservation of natural, archeological or historical resources;
2. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
3. Walking, bicycle trails or other multi-use trails as defined in the ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan*;
4. Passive recreation areas, such as open fields;
5. Active recreation areas;
6. Agriculture, horticulture, silviculture or pasture uses, provided that all applicable best management practices are adhered to;
7. Landscaped storm water management facilities approved by the governing body, community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses;
8. Easements for drainage, access, and underground utility lines;
9. Other conservation-oriented uses compatible with the purposes of this Article.

B. **Prohibited uses of Open Space.**

1. Golf courses;
2. Roads, parking lots and impervious surfaces, except as specifically authorized in the previous sections;
3. Agricultural and forestry activities not conducted according to accepted Best Management Practices;
4. Impoundments;
5. Other activities as determined by the applicant and recorded on the legal instrument providing for permanent protection.

Section 23-707. Ownership and Management of Open Space.

A. **Ownership of Open Space**. Open space shall be owned by one of the following entities:

1. The open space ~~shall be dedicated to the public as public parkland~~ *can be provided as allowed per MCA 76-3-621*. Acceptance of the open space shall be at the discretion of the governing body, as recommended by the City*'s* Park *and Recreation Department's staff.* ~~Board.~~ *Open space must allow public access through a plat dedication or easement;* or
2. A Homeowners' Association representing residents of the subdivision may own the open space. Membership in the association shall be mandatory and automatic for all homeowners of the subdivision and their successors. The Homeowners' Association shall have lien authority to ensure the collection of dues from all members. *Open space owned by a Homeowners' Association must indicate through a plat dedication or easement, whether or not there is public access to the open space. The park will display signs indicating public or private use.*

B. **Management Plan.** The applicant shall submit a Plan for Management of Open Space and Common Facilities (Management Plan) that:

1. Allocates responsibility and guidelines for the maintenance and operation of the open space and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
2. Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the open space and outlines the means by which such funding will be obtained or provided;
3. Provides that any changes to the Management Plan be approved by the Planning Department, or in the case of publicly *accessible* ~~owned~~ open space, approved by the *Parks and Recreation Department* ~~Park Board~~; and
4. Provides for enforcement of the Management Plan.

C. **Maintenance.**

1. Open space dedicated to the public shall be maintained according to the Management Plan by a Park Maintenance District (PMD) to be established prior to final plat approval.
2. Maintenance of open space owned by a Homeowner's Association shall be the responsibility of the Homeowner's Association. In the event the party responsible for maintenance of the open space fails to maintain all or any portion in reasonable order and condition the City of Billings may assume responsibility for its maintenance and may enter the premises and take corrective action, including the provision of extended maintenance. The costs of such maintenance may be charged to the Homeowners' Association, or to the individual property owners that make up the Homeowners' Association, and may include administrative costs and penalties. Such costs shall become a lien on all subdivision properties.

Section 23-708. Legal Instrument for Permanent Protection of Open Space.

A. **Legal Instrument.** Privately owned open space shall be protected in perpetuity by an irrevocable covenant prohibiting further subdivision, division, or development of the open space lots or parcels as provided in 70-17-201, et seq., MCA, that is recorded with the deed. The instrument for permanent protection shall include clear restrictions on the use of the open space. These restrictions shall include all

restrictions contained in this Chapter, as well as any further restrictions the applicant chooses to place on the use of the open space.

B. **Tax Assessment of Open Space**. Once a legal instrument for permanent protection has been placed upon the open space, the Yellowstone County Board of Assessment shall be directed to reassess the open space at a lower value to reflect its more limited use. If the Open Space is used purely for passive recreational purposes and the terms of the instrument for permanent protection effectively prohibit any type of significant economic activity, then the assessment shall be at a value of zero.

Section 23-709. Planned Neighborhood Developments General Requirements.

A Planned Neighborhood Development (PND) project is intended to encourage the use of improved techniques for the development and arrangement of a mixture of land uses more than is available under conventional zoning regulations or land restrictions that separate land uses into distinct zones. It is further the intent of PNDs to allow for the integration of housing, business, and community facilities, and to allow for the preservation of the natural environment through efficient utilization of open space. *PND requirements are outlined in City of Billings Zoning Article 27-800.*

~~A. A PND may be applied to any mixed use subdivision of five (5) or more lots. The subdivision shall generally conform to the adopted Growth Policy. The underlying zoning district(s) land use designations and building setbacks and other limitations shall be used as a general guide. The applicant is encouraged to design the PND to allow a mixture of land uses, densities, setbacks and building heights.~~

~~B. The maximum size of any developed parcel or lot within a PND is 350,000 square feet.~~

~~C. The minimum size for any area designated for common use by the residents or owners of the PND or by the public is 45,000 square feet. The area may be designated for active or passive recreation, for conservation purposes or for any other use in common by the residents and owners of the PND or by the public.~~

~~D. Planned Neighborhood Developments are exempt from the review criteria in Section 23-302.H. of these Regulations.~~

~~E. Planned Neighborhood Developments are exempt from the parkland dedication requirements in Article 23-1000 in so far as the PND meets or exceeds parkland dedication requirements of Section 23-1002.~~

~~F. Planned Neighborhood Developments shall comply with all other requirements of these Regulations.~~

~~G. Planned Neighborhood Developments shall be considered a Special Review use for purposes of the Unified Zoning Code (Article 27-1500, BMCC).~~

Section 23-710. Design Standards and Applications for Planned Neighborhood Developments.

A. The PND shall follow the applicable review procedures, as outlined in Article 23-300 of these Regulations.

B. **Site Analysis Map.** A site analysis map shall be submitted with the preliminary plat application including the following information:

1. Property boundaries;
2. All streams, rivers, lakes, wetlands and other hydrologic features;
3. Topographic contours with a minimum of 5-foot intervals; where lots are proposed on slopes 10% or less, contours must be shown at 2 foot intervals.
4. All proposed open space areas;
5. General vegetation characteristics;
6. General soil types;
7. The planned location of protected open space;
8. Existing roads and structures;
9. Potential connections with existing open space, parks and trails.

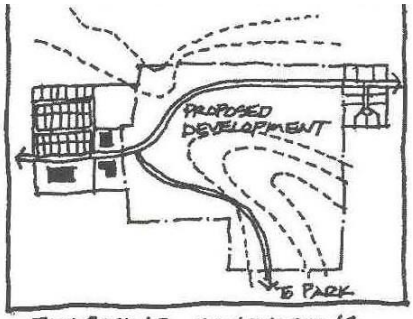
C. Planned Neighborhood Developments are allowed in any zoning district as a Special Review use. Each land use area within a Planned Neighborhood Development will not be a separate zoning district but will apply for and receive special review approval (see Article 27-1500, BMCC for procedure) concurrently with the preliminary plat application (Article 23-300, BMCC). The Planned Neighborhood Development shall provide opportunities for mixed land uses, various housing types and densities, recreational opportunities, and areas for neighborhood services such as schools, community centers, fire or police stations, libraries, and places of employment.

D. **Master Plan:** A Master Plan must be submitted showing the proposed design and land use areas of the development. The Master Plan should be of sufficient detail to determine build-out population, traffic circulation and control requirements, permitted uses or mix of uses within each area, building envelopes for each developed lot, recreation areas and open space. If open space is provided it shall conform to the requirements of Sections 23-705 through 23-708 of this Article.

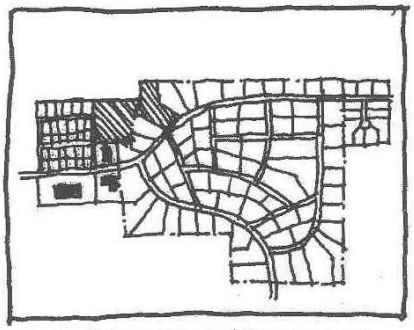
The Master Plan must also show development phasing and construction timing for each phase of the development including any construction or improvements for public parks, trails, community centers, fire and police stations, schools or other public facilities that will serve the Planned Neighborhood Development. Each development phase must contain mixed uses and housing densities. Common elements such as playgrounds, parks, neighborhood service areas and community centers must be included for development within each phase of the development.

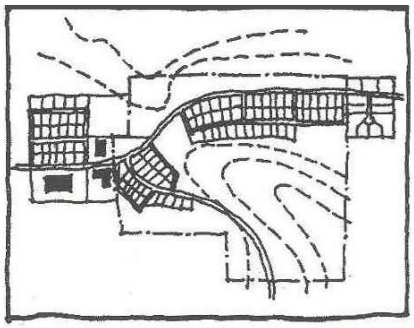
~~E. The Planned Neighborhood Development must be consistent with any adopted Growth Policy, Neighborhood Plan, Heritage Trail Plan, Transportation Plan, Public Utilities Facilities Plan, and any other pertinent public facilities or land use plan that may apply to the PND subdivision area.~~

Section 23-7110. Examples of Cluster Development Designs.

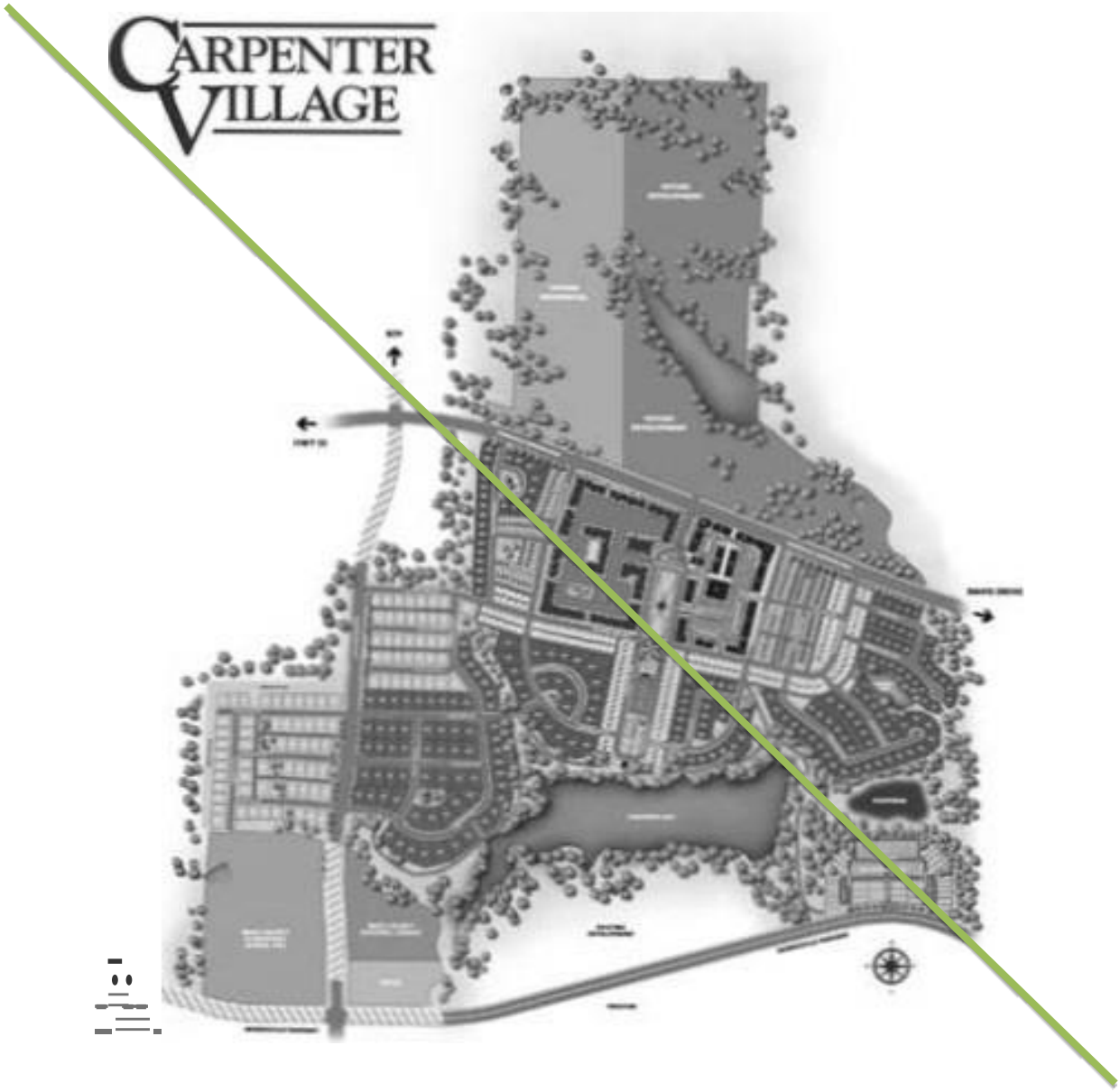


EXISTING CONDITIONS


CONVENTIONAL SUBDIVISION


CLUSTER SUBDIVISION

~~**Section 23-712. Examples of Planned Neighborhood Developments Designs.**~~



Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-800. CONDOMINIUMS AND TOWNHOMES.

Section 23-801. Condominium and Townhome or Townhouse Development.

A. **Exemptions.** All condominium, townhome, or townhouse developments are subdivisions subject to the terms of these Regulations and the Montana Subdivision and Platting Act (MSPA), except those exempted by 76-3-203, MCA, as described below.

1. The approval of the original subdivision of land expressly contemplated the construction of the condominiums, townhomes, or townhouses, and any applicable park dedication requirements in 76-3-621, MCA are complied with; or

2. The condominium, townhome, or townhouse proposal is in conformance with applicable local zoning regulations when local zoning regulations are in effect.

B. **Procedures.** All condominium, townhome, or townhouse developments which are not exempt from subdivision review, are subject to the applicable procedures contained in Article 23-300, Subdivision Review Procedures or Article 23-600, Subdivisions for Rent or Lease. The applicable subdivision procedure will be based on:

1. Whether a division of land is to be created.

2. The number of proposed units.

3. Whether the land is a first or subsequent minor subdivision.

Section 23-802. Condominium and Townhome Standards.

A. Condominium and townhome developments shall comply with those standards contained in Article 23-400, Development Requirements and Article 23-1000, Parks, Trails and Open Space.

B. All buildings and structures in a condominium or townhome development shall meet the minimum setback requirements of Article 27-308, BMCC from all perimeter boundary lines. In the case where a boundary line is adjacent to an arterial street, all homes and accessory structures must meet setbacks as required in Article 27-602, BMCC.

C. Condominium, townhome, or townhouse developments shall comply with all applicable provisions of the Unit Ownership Act – Condominiums, Title 70, Chapter 23, MCA, as amended.

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-900. ENVIRONMENTAL ASSESSMENT.

Section 23-901. Purpose.

The environmental assessment is a tool by which to evaluate a proposed subdivision's impact on the natural environment, adjacent properties, local services, and the community as a whole. From this evaluation the most appropriate course of action can be determined to mitigate any negative impacts created by the subdivision. The environmental assessment is required by 76-3-603, MCA, unless otherwise exempted.

Section 23-902. General Requirements.

A. **Major Subdivision.** The subdivider shall provide an environmental assessment with the submittal of the preliminary plat containing the following information:

1. A description of the surface and ground water, geology and soils, vegetation, and wildlife use within the area of the proposed subdivision, as required by Section 23-903. **Environmental Description Contents**, of these Regulations.

2. A community impact report containing an analysis of anticipated impacts of the proposed subdivision on the community and local services as required by Section 23-904. **Community Impact Report Contents**, of these Regulations.

3. A summary of probable impacts of the proposed subdivision based on the criteria described in 76-3-608, MCA, as required by Section 23-905. **Summary of Probable Impacts**, of these Regulations.

4. Additional relevant and reasonable information related to the applicable regulatory criteria per 76-3-501, MCA as may be required by the governing body or designee.

B. **Subsequent Minor Subdivision.** An environmental assessment must accompany the preliminary plat and shall include only the summary of probable impacts of the proposed subdivision based on the criteria described in 76-3-608, MCA, as required by Section 23-905. **Summary of Probable Impacts**, of these Regulations.

C. **Exemptions.** The following subdivisions shall not be required to submit an environmental assessment:

1. A first minor subdivision from a tract of record (76-3-609(3), MCA).

2. A subdivision qualifying for expedited review as described in Section 23-305 of these Regulations.

3. Other subdivisions that satisfy all of the following criteria (76-3-616(2), MCA):

   a. The proposed subdivision is completely within an area adopted by the Growth Policy pursuant to 76-1-601, et seq., MCA;

b. The proposed subdivision is located within zoning pursuant to 76-2-203 or 76-2-304, MCA, that avoids significantly reduces, or mitigates adverse impacts identified in a growth policy that includes the provisions of 76-1-601(4)(c); and

c. The proposed subdivision is located within an area where a long-range public works development program (i.e. Capital Improvements Plan) has been adopted pursuant to 76-1-601(4), MCA.

Section 23-903. Environmental Description Contents.

A. **Surface Water.**

1. Locate on a plat overlay or sketch map all surface water and the delineated floodways that may affect or be affected by the proposed subdivision including natural water systems (streams, lakes, rivers, or marshes), artificial water systems (canals, ditches, aqueducts, reservoirs, irrigation or drainage systems), and land subject to flooding (see also Section 23-414 ~~and Appendix O~~ Flood Hazard Evaluation).

2. Describe all surface water that may affect or be affected by the proposed subdivision including name, approximate size, present use, and time of year that water is present.

3. Describe the proximity of proposed construction (such as buildings, sewer systems, roads) to surface water.

4. Describe any existing or proposed stream bank or shoreline alterations and/or any proposed construction or modification of lakebeds or stream channels. Provide information on the location, extent, type, and purpose of any proposed alteration.

5. Please indicate which of the following water quality permits have been or will be applied for and describe the reasons why these permits are required.

PERMIT	**AGENCY**
310 Permit	Local Conservation District
SPA 124 Permit	Department of Fish, Wildlife and Parks
Floodplain Permit	County Floodplain Administrator
Section 404 Permit, Section 10 Permit	U. S. Army Corps of Engineers
318 Authorization	Department of Environmental Quality
Navigable Rivers Land Use License or Easement	Department of Natural Resources and Conservation

B. **Groundwater**.

1. Using available information, provide the estimated seasonal minimum and maximum depth to the water table, dates on which these depths were determined, and the location and depth of all known aquifers that may be affected by the proposed subdivision.

2. Provide a description of any steps necessary to avoid the degradation of groundwater and groundwater recharge areas.

C. **Geology/Soils/Slopes.**

1. Using available information locate on a plat or overlay any known geologic hazards affecting the proposed subdivision which could result in property damage or personal injury due to any of the following: rock falls or slides; land, mud or snow slides; high water table, unstable or expansive soil conditions, slopes greater than twenty five percent (25%).

2. Explain the measures that will be taken to prevent or materially lessen the danger of future property damage or injury due to existing geologic hazards.

3. Provide a statement describing any unusual soil, topographic or geologic conditions on the property, which may limit the capability for construction or excavation using ordinary and reasonable techniques. The statement should address conditions such as shallow bedrock, high water table, unstable or expansive soil conditions, and slope. Describe the location and amount of any cut or fill three (3) or more feet in depth. Where cuts or fills are necessary, describe prevention of erosion and the promotion of revegetation, such as replacement of topsoil and grading.

4. Include soil reports obtained from the USDA, Natural Resource and Conservation Service (NRCS) containing the physical properties and engineering indexes for each soil type, the soil limitations for sanitary facilities, building site development, and water features for each soil type. Describe any special design methods planned to overcome the soil limitations.

D. **Vegetation.**

1. Indicate the distribution of the major vegetation types and identify critical plant communities as identified by the NRCS.

2. Describe measures to preserve trees and critical plant communities (e.g., design and location of roads, lots and open spaces).

E. **Wildlife**.

1. Describe species of fish and wildlife that inhabit the area affected by the proposed subdivision.

2. Identify on an exhibit map any known critical or "key" wildlife areas, such as big game winter range, migration routes, waterfowl nesting areas, habitat for rare or endangered species, and wetlands.

3. Submit the impacts of the proposed development on fish and wildlife as identified by the Montana Department of Fish, Wildlife and Parks (MFWP). Provide a written statement outlining any recommendation of MFWP and any mitigation efforts to mitigate adverse impacts.

Section 23-904. Community Impact Report Contents.

A. **Impact on agriculture and agricultural water user facilities.**

1. Describe the number of acres in crop production and whether the property is in whole or in part a viable farm unit, e.g. was the property under production during the last regular season.

2. Describe the uses of land within the vicinity of the proposed subdivision.

3. Describe existing irrigation rights on the property and whether the rights will be transferred, retained by the original owner, or severed.

4. Explain any modification or relocation of ditches or any easements to be provided with the subdivision. The subdivider shall notify the affected ditch company of the subdivision and shall obtain permission to reroute or alter the ditch in any way.

B. **Impact on local services and public health and safety.**

1. **Water Supply.**

a. Describe how water will be provided for domestic use and fire protection.

b. Indicate the number of gallons per day of water the proposed subdivision will require and whether the water supply is sufficient to meet the needs of the anticipated population of the subdivision. Describe any anticipated effects on existing water systems or wells within the area.

c. Based on available information, specify whether the proposed water supply satisfies the standards set forth by MDEQ for quality, quantity and construction criteria.

d. If connection to an existing public, community, or shared water system is proposed, identify and describe the existing system and approximate distance to the connection from the proposed subdivision.

i Provide written evidence that permission to connect to that system has been obtained.

ii Provide information regarding the capacity of the existing water system and its adequacy for serving the proposed subdivision.

e. If a new community or shared water system is proposed, identify who will install that system, and how the system will be maintained.

f. If individual water systems are proposed, describe the adequacy of supply of groundwater for individual wells or cisterns and the method used to determine adequacy.

2. **Sewage Disposal.**

a. Describe the proposed method of sewage disposal.

b. Indicate the number of gallons of effluent per day that will be generated by the proposed subdivision at full occupancy, whether the proposed method of sewage disposal is sufficient to meet the anticipated needs of the subdivision, and whether it meets the standards of MDEQ.

c. If connection to an existing public sewer system is proposed, provide a description of the system and the approximate distance from proposed subdivision.

i Provide written evidence from the appropriate sewer jurisdiction granting permission to connect to that system shall be submitted with the preliminary plat.

ii Provide information regarding the installation, maintenance and phasing of any proposed public sewage disposal system.

d. If a new community or shared sewer system is proposed, identify who will install that system, and how the system will be maintained.

e. If individual septic systems are proposed, describe the location and specifications of septic systems.

3. **Solid Waste Disposal.**

a. Provide evidence that there is an existing solid waste collection and disposal system available that can accommodate the anticipated additional volume.

b. If no existing collection and disposal system is available, describe the proposed method of solid waste collection and disposal.

c. Describe how the proposed system satisfies the standards set forth by MDEQ.

4. **Storm water**.

a. Provide calculations indicating how much storm water run-off will be generated as a result of the proposed development.

b. Provide a description of the proposed storm water collection and drainage systems that satisfy the standards set forth by Section 23-407.

5. **Roads.**

   a. Describe any proposed access roads or substantial improvements to existing public or private access roads.

   b. If connections to any existing roads are proposed, identify all access permits that are necessary from the city, county or state.

   c. Discuss whether any of the individual lots or tracts have access directly to arterial roads.

   d. Explain any proposed closure or modification of existing roads.

   e. Describe provisions considered for dust control on roads.

   f. Explain how road maintenance will be provided to meet MDEQ guidelines for prevention of water pollution and erosion.

   g. Indicate who will pay the cost of installing and maintaining the roads.

   h. Discuss how much daily traffic will be generated on existing local and neighborhood roads and main arterials when the subdivision is fully developed.

   i. Indicate the capacity of existing and proposed roads and if they are capable of safely handling the increased traffic resulting from the proposed subdivision. Describe any additional maintenance that will be necessary due to increased traffic and who will pay the cost of maintenance.

   j. Indicate ownership of any private access to the subdivision, including private driveway easements.

6. **Utilities.**

   a. Indicate which utility companies are proposed to serve the subdivision.

   b. State the method of furnishing electric, natural gas or telephone service, where provided, the extent to which these utilities will be placed underground, and the estimated completion of each utility installation.

   c. Indicate if there are any existing utility lines on the property such as transmission lines, pipelines, etc. and if so, describe the impacts they may have on the proposed subdivision.

7. **Emergency Services.**

    a. Describe the emergency services available to the subdivision including fire protection, police protection, ambulance, and medical services

    b. Provide an estimate of the number of responses generated by the subdivision, and the method of determining those numbers.

    c. Describe roads to the subdivision and provide information on compaction standards and widths that satisfy the requirements set forth for emergency vehicle access.

    d. In the event that the proposed subdivision is located within the Wildland Urban Interface (WUI), the subdivider shall submit a plan to mitigate fire hazard in accordance with the fire department having jurisdiction.

    e. Describe any health or safety hazards on or near the subdivision, such as mining activity, high-pressure gas lines, dilapidated structures or high voltage power lines. These conditions should be accurately described and their origin and location identified and any proposed mitigation.

8. **Schools.**

    a. Describe the available educational facilities that would service this subdivision.

    b. Provide an estimate of the number of school children that will be generated from the proposed subdivision and provide the basis for the estimate.

    c. Provide information regarding whether increased enrollment can be accommodated by the present personnel, facilities and the existing school bus system. This should include any recommendations of the administrator(s) and plans to mitigate adverse impacts of the proposed development on the provision of educational services.

9. **Parks and Recreation Facilities.**

    a. Describe any park and recreation facilities to be provided within the proposed subdivision and other recreational facilities that may serve the subdivision.

    b. State how the required parkland dedication is being satisfied.

C. **Land Use.**

1. Indicate compliance with zoning encompassing all or part of the proposed subdivision. ~~If the proposed subdivision is located near the jurisdictional area of an incorporated city or town, state whether annexation is proposed~~

2. Describe how the subdivision will affect access to any public lands. Where public lands are adjacent to or near the proposed development, describe present and anticipated uses for those lands.

3. Describe the effect of the subdivision on adjacent land uses.

4. Describe any on-site or off-site land uses creating a nuisance, such as unpleasant odors, unusual noises, dust or smoke.

D. **Historical Features.**

Provide a letter from the State Historic Preservation Office (SHPO) indicating whether any historic features such as paleontological, archeological or cultural sites, structures, or objects are present on the subject property. If such features are present, provide a written statement outlining any recommendations of SHPO and any plans for inventory, study and/or preservation and mitigation for any adverse impacts.

E. **Visual Impact.**

1. Describe any efforts to visually blend development activities with natural surroundings.

2. If the subdivision is located near the Yellowstone River or the Rimrocks, describe any potential impacts to these natural amenities. Discuss any mitigation efforts to preserve the views.

3. Provide information regarding revegetation after construction and any proposed landscaping to be provided along streetscapes.

Section 23-905. Summary of Probable Impacts

A. Describe the effects the proposed subdivision has on the following:

1. Agriculture

2. Agricultural water user facilities

3. Local services

4. The natural environment

5. Wildlife and wildlife habitat

6. Public health and safety

B. Describe how the proposed subdivision complies with the following:

   1. Survey requirements provided in Part 4 of the MSPA

   2. These subdivision regulations

   3. The subdivision review process as described in Article 23-300 of these Regulations

C. Describe how the proposed subdivision provides for easements for the location and installation of any planned utilities.

D. Describe how the proposed subdivision provides for legal and physical access to each lot and the required notation of that access on the plat.

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-1000. DEDICATION OF PARKS, TRAILS AND OPEN SPACE

Section 23-1001. Purpose.

The purpose of parkland dedication is to:

- Meet *the objectives associated with adopted City plans and policies.* ~~the goals and objectives associated with parks, open space, trails and other non- motorized transportation facilities in the Heritage Trail Plan, Yellowstone County and City of Billings Growth Policy, Parks2020, The Yellowstone County Comprehensive Parks Plan, the Yellowstone River Greenway Master Plan and the Billings Urban Area Transportation Plan.~~
- ~~Preserve critical wildlife habitat, wetlands, riparian areas, river and stream corridors.~~
- ~~Preserve and protect historical and cultural features.~~
- ~~Provide active and passive park land and open space that is accessible and functional for use by the residents of a specific development and, where preferred, by the community.~~

Section 23-1002. Park Land Dedication Requirements (76-3-621, MCA).

A. Except as provided in Sections 23-1008 and 23-1009, a subdivider shall dedicate to the City a cash or land donation equal to:

1. 11% of the area of the net land proposed to be subdivided into parcels of one-half acre or smaller;

2. 7.5% of the area of the net land proposed to be subdivided into parcels larger than one-half acre and not larger than 1 acre;

3. 5% of the area of the net land proposed to be subdivided into parcels larger than 1 acre and not larger than 3 acres; and

4. 2.5% of the area of the net land proposed to be subdivided into parcels larger than 3 acres and not larger than 5 acres.

B. Park dedication requirements for subdivisions that provide for multi-family and condominium developments, and that provide permanent, multiple spaces for recreational camping vehicles or manufactured homes shall be in lieu of those provided in Section 23-1002(A) and are as follows:

1. 11% of the area of the net land proposed to be developed at a density of one dwelling unit per half acre or less;

2. 7.5% of the area of the net land proposed to be developed at a density of between one dwelling unit per half acre and one dwelling unit per one acre;

3. 5% of the area of the net land proposed to be developed at a density of between one dwelling unit per one acre and one dwelling unit per 3 acres; and

4. 2.5% of the area of the net land proposed to be developed at a density of between one dwelling unit per 3 acres and one dwelling unit per 5 acres.

C. The governing body, in consultation with ~~the subdivider,~~ the Planning Board, ~~and the~~ Parks *and* Recreation ~~and Public Lands~~ Department ~~(PRPL)~~ *and the subdivider* may determine suitable locations for parks. ~~and playgrounds and, provided that consideration is given to the preference of the subdivider, may determine whether the park dedication must be a land donation, cash donation, or a combination of both. The combination could include some land dedication to meet the requirement with the cash-in-lieu balance going toward park improvements on the land dedicated. In determining whether land or cash is suitable, proximity to existing parks, including schools and other public or private recreational facilities shall be considered by the PRPL.~~

1. Land dedicated for park purposes shall:

a. Be usable land;

b. Street frontage requirements for parks is 200 continuous, linear, feet for each park of one acre, and 30 feet of frontage for every acre after that. The 30 feet segments are not required to be continuous with the original 200 feet. Example: 5-acre park requires 200 linear feet for first acre and 4 x 30 =120 for the others for a total of 320 linear feet. The developer shall coordinate park street frontage openings with the City of Billings Parks Department before the preliminary plat is completed. Minimum width for additional accesses into parkland shall be 30 feet. If the parkland dedication requirement is under 1 acre the required street frontage will be a percentage of the one acre minimum. Minimum street frontage is 60 linear feet for parks less than 1 acre.

For example: If 20,000 square feet is what is required by sub regs, 20,000 divided by 43,560 equals 46%. 200 times 46% equals 92 feet of frontage.

c. Accessible to bicycle and pedestrian facilities where possible;

d. At least 50% of the park must have slopes under 5%.

2. Land not suitable to meet parkland dedication:

a. More than 5% of the area has grades 25% or higher;

b. Riparian resources and areas adjacent to or within irrigation, floodway or wetlands unless it includes a programmable space.

c. Monument entry areas and central landscaped boulevards;

d. Exclusively stormwater facilities;

e. Street lights, cell towers, overhead power, major transmission lines, or other similar uses;

D. A Park Maintenance District shall be formed or expanded with any new parkland dedication. *If a developer provides cash in lieu, but is located directly adjacent to an existing public park maintained by a PMD, the PMD shall be expanded to include the newly subdivided lots.*

E. Irrigation of public and private parkland are encouraged to be provided by ditches

or wells when possible. If neither of these methods is possible, city treated water is an alternative.

Section 23-1003. School Land Dedication in lieu of Park Land Dedication (76-3-621(8), MCA).

Subject to the approval of the governing body and acceptance by the ~~Billings School District #2 Board of Trustees~~ School Board of Trustees that serves the subdivision, a subdivider may dedicate land as required by Section 23-1002 to a school district if the land is adequate to be used for school facilities or buildings.

Section 23-1004. Linear Park Land Dedication for Trail Corridors.

To be consistent with the *adopted active transportation plans and parks and recreation plans, and if reviewed and approved by the review authority, linear park land can be dedicated to the city to provide corridors for trails and satisfy park land dedication requirements.*

A. Maintenance of the linear park is required as per Section 23-1002.D
B. The linear park shall not be used as a substitute for sidewalks or shared use paths adjacent to streets.
C. The linear park shall serve as a connection to other parks or shared use trails.
D. A linear park cannot be dedicated over an irrigation ditch or canal easement.
E. At a minimum, any linear parkland shall be at least 30 feet in width. Privacy fencing in excess of 4'adjacent to linear park is prohibited. When applicable, wording associated with this restriction shall be included within the Subdivision Improvements Agreement.

~~Heritage Trail Plan, Yellowstone County and City of Billings Growth Policy, Parks2020, the Yellowstone River Greenway Master Plan and the Billings Urban Area Transportation Plan, linear parks for trails may be counted toward the required park dedication pursuant to Section 23-1002 of this Article. These parks shall provide corridors for trails and meet the following requirements:~~

~~A. The location of the proposed linear park section is identified as part of the Heritage Trail Plan trail system.~~

~~B. The proposed linear park should be no more than twenty (20) feet in width except when designed to incorporate other park features as approved as part of a parks master plan.~~

~~C. Maintenance of the linear park is provided through a Park Maintenance District as with all other dedicated parks.~~

Section 23-1005. Stormwater Detention/Retention Ponds in Parks.

Stormwater detention or retention ponds may be located within public park land, but such areas shall not count toward the park land dedication requirement unless they are designed and constructed to serve as an amenity to the park and fit into the planned uses and improvements to the park. An example of a stormwater detention area that is an amenity to a park could be several

ponds with water features connecting them designed to have a trail around them with picnic shelters. The developer, at the time of preliminary plat application, shall include documents detailing the amenity improvements. The SIA shall also include language regarding the improvements and the maintenance shall occur through the use of a PMD.

A. A stormwater facility maintenance agreement as per the stormwater management manual must be submitted to the parks department for any ponds located on dedicated park land prior to this regulation.

Section 23-1006. Determining Cash Contribution for Park Land.

Upon submittal of a final plat application, the subdivider shall provide one of the following to verify the fair market value of the land being subdivided that supports the cash contribution for park land the subdivider is providing. All of the below methods shall be completed by a third party. In addition, all methods shall assume the new zoning of the property:

A. A Comparative Market Analysis performed by a licensed realtor that meets the following criteria:

   1. It provides the per acre sale price of at least three (3) comparable parcels of land.

   2. The comparable sales must have occurred within one (1) year of the date of the subdivision final plat application submittal.

   3. The comparable sales must be within two (2) miles of the subdivision.

B. A raw land appraisal by a licensed appraiser.

~~C. The sale price of the property being subdivided if it was purchased within one (1) year of the date of the subdivision final plat application submittal.~~

Section 23-1007. Use of Dedicated Money or Land for Parks (76-3-621(5), MCA).

The governing body shall use the dedicated money or land for development, acquisition, or maintenance of parks to serve the subdivision and community as follows:

A. The governing body may use the dedicated money to acquire, develop, or maintain, within its jurisdiction, parks or recreational areas, or use the money for the purchase of public open space or conservation easements only if:

   1. The park, recreational area, open space, or conservation easement is within a reasonably close proximity to the proposed subdivision; and
   2. The City Council has formally adopted a park plan that establishes the needs and procedures for use of the money.
   3. The governing body may not use more than 25% of the dedicated money for park maintenance.

Section 23-1008. When Park Land Dedication May Not Be Required (76-3-621(3(c), MCA).

The following subdivisions may not require parkland dedication:

A. A minor subdivision.

B. Land proposed for subdivision into parcels larger than 5 acres.

C. Subdivision into parcels that are all nonresidential.

D. A subdivision in which parcels are not created, except for condominiums and when that subdivision provides permanent multiple spaces for recreational camping vehicles or mobile homes (See Section 23-1002.B. of this Article).

E. A subdivision in which only one additional parcel is created.

F. Cluster Developments ~~and Planned Neighborhood Development~~ (See Sections 703.E. and 709.E. of these Regulations).

Section 23-1009. Waiving Park Land Dedication Requirement (76-3-621(6), MCA).

The governing body shall waive the park dedication requirement if:

A. The subdivision provides for a planned ~~unit~~ development or other development with land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and the area of the land and any improvements set aside for park and recreational purposes equals or exceeds the area of the dedication required under Section 23-1002 of this Article.

B. The subdivision provides long-term protection of critical wildlife habitat; cultural, historical, or natural resources; agricultural interests; or aesthetic values; and the area of the land proposed to be subdivided, by virtue of providing long-term protection is reduced by an amount equal to or exceeding the area of the dedication required under Section 23-1002 of this Article.

C. The area of the land proposed to be subdivided, by virtue of a combination of the provisions of Sections 23-1009.A. and B. of this Article, is reduced by an amount equal to or exceeding the area of the dedication required under Section 23-1002 of this Article.

D. The subdivider dedicates land outside of the subdivision to be set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the subdivision; and the area of the land equals or exceeds the area of the dedication required under Section 23-1002 of this Article.

Changes from Current Code
Changes from August 5th Work Session
Changes Proposed per Staff Suggestion since August 5th

Article 23-1100. ADMINISTRATIVE PROVISIONS.

Section 23-1101. Variances.

The City Council may grant reasonable variances from the design and improvement standards of these Regulations when strict compliance would result in undue hardship and the result would not negatively affect public health and safety. The granting of a variance shall not have the effect of nullifying the intent and purpose of these Regulations or justifying submission of an incomplete application. The City Council may not approve a variance that would permit structures within *the floodway of* the 100-year floodplain, as defined in 76-5-101, MCA.

A. **Requesting a Variance.** The subdivider shall include with the submission of the variance request, a written statement describing the facts of hardship upon which the request for the variance is based. Each requested variance shall be deemed a separate application, for which a fee shall be required. Information addressing each of the following findings shall accompany the application. The Planning Board shall review the submitted findings and make a recommendation to the City Council. The City Council shall not approve variances unless the subdivider has demonstrated that the request satisfies the following findings:

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;

3. The variance will not result in an increase in taxpayer burden;

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; and

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

B. In granting variances, the City Council may require conditions of approval that will, in their judgment, secure the objectives of these Regulations.

C. When any such variance is granted, the motion of approval of the proposed subdivision shall contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.

D. ~~An application for a variance is not necessary where Planned Neighborhood Developments are proposed, as modifications to the standards and requirements of these Regulations may be approved by the City Council.~~

Section 23-1102. Amendments to Subdivision Regulations.

A. These Regulations may be amended by the City Council by their own motion or upon recommendation of the Planning Board to the City Council.

B. Prior to amending these Regulations, the governing bodies shall conduct a public hearing and public notice shall be given of the intent to amend these Regulations and of the public hearing by publication of the time and place of the hearing in a newspaper of general circulation in the County not less than 15 days prior to the date of the hearing.

Section 23-1103. Corrections or Vacations of Recorded Final Plats and Supporting Documents.

A. Corrections to recorded final plats shall be processed as exempt plats pursuant to the requirements ~~set forth in Appendix B~~, provided that there is evidence of at least one of the following:

1. There is a discrepancy in the map.

2. Material evidence is provided that does not appear on any map filed by the Yellowstone County Clerk and Recorder.

3. There is evidence that suggests alternate locations of lines or points.

4. The recorded plat does not positively show the location, size of lots or blocks, or the location or width of any street or alley.

B. Corrections to a recorded Subdivision Improvements Agreement (SIA) or other supporting document of the final plat to which the City Council is party, may be submitted provided that they do not significantly alter the original approval. Requests to alter a recorded SIA or supporting document shall follow these procedures:

1. A written request to amend the recorded document shall be submitted to the Planning Department.

2. The request will be circulated for review by the agencies affected by the proposed amendment. The Planning Department will, in consultation with the affected agencies, submit a recommendation to the City Council.

3. A public hearing may be required based on the information received by the reviewing agencies. Notice of the public hearing shall be given in accordance with these Regulations.

4. The City Council may approve the request if it does not significantly alter the original approval and does not conflict with the review criteria set forth in these Regulations.

C. Any plat prepared and recorded in accordance with these Regulations may be vacated, either in whole or in part.

1. If the vacation affects five (5) or fewer lots it shall be processed as an exempt plat pursuant to the requirements. ~~set forth in Appendix B~~.

2. If the vacation affects ~~six (6)~~ *twelve (12)* or more lots it shall be reviewed as an amended plat pursuant to Section 23-307 of these Regulations.

3. If the vacation includes public rights-of-way, the applicant must first obtain approval for the right-of-way vacation from the governing body in accordance with the applicable procedures. Title to the streets and alleys of the vacated portions may revert to one or more of the owners of the properties within the platted area adjacent to the vacated portions, as determined by the City Council or designee.

4. When any utility lines or any other public or private facility are located in a vacated street or alley, at the time of the reversion of the title to the vacated street or alley, the owner of the public or private utility facility shall be granted an easement over the vacated land to continue the operation and maintenance of the public or private utility facility.

Section 23-1104. Corrections or Adjustments to Plats, Conditions and Supporting Documents after Preliminary Plat Approval.

A. Minor adjustments may be approved by the City Council or designee, in consultation with the appropriate agencies, prior to the filing of the final plat. Minor adjustments are those changes, which, in the opinion of the City Council or designee, do*es* not affect the basic character of lots or blocks, do*es* not affect the open space requirements *or amount provided*, and do*es* not affect the original street design. Minor adjustments shall not change existing Conditions of Approval or require additional conditions. Minor adjustments may require that a new plat be drawn; however, they do not require that the plat be re-submitted for preliminary plat review.

B. Major adjustments are those which, in the opinion of the City Council or designee, substantially alter the basic design, or ~~alter~~ *change* open space requirements *or amount provided* ~~of~~ *for* the subdivision. Changes to conditions of approval placed on the preliminary plat shall be considered major adjustments unless otherwise determined using the criteria in Section 23-1*2*~~1~~04.C., below. Any changes which constitute a major adjustment shall require that a new plat be drawn and the plat be re-submitted for preliminary plat review as specified in Article 23-300.

C. **Requested Amendments to Conditions.** Upon written request of the subdivider, the City Council may amend conditions of preliminary plat approval where it can be found that errors or changes beyond the control of the subdivider have rendered a condition unnecessary, impossible or illegal. Requests to amend a condition of approval shall follow these procedures:

1. The request to amend the condition shall be submitted in writing to the Planning Department.

2. The request will be circulated for review by the agencies affected by the proposed amendment. The Planning Department will, in consultation with the affected agencies, submit a recommendation to the City Council.

3. A public hearing may be required based on the information received by the reviewing agencies. Notice of the public hearing shall be given in accordance with these Regulations.

4. The City Council may approve the request if it can be found that the original condition is unnecessary, impossible or illegal and does not conflict with the review criteria set forth in these Regulations.

D. Once the preliminary plat is approved, unless inaccurate or incomplete information has been found or a change to a condition has been requested, the City Council may not impose any additional conditions as a prerequisite to final plat approval, providing that approval is obtained within the original or extended approval period as provided in these Regulations.

Section 23-1105. Appeals.

A. A person who has filed with the City Council an application for a subdivision under these Regulations may bring an action in district court to sue the City Council to recover actual damages caused by a final action, decision, or order of the City Council or these Regulations that is arbitrary or capricious.

B. A party who is aggrieved by a decision of the City Council to approve, conditionally approve, or disapprove a proposed preliminary plat or final subdivision plat may, within thirty (30) days after the date of the written decision, appeal to the district court. The petition must specify the grounds upon which the appeal is made.

C. The following parties may appeal under the provisions of Section 23-1105.B.:

1. The subdivider;

2. A landowner with a property boundary contiguous to the proposed subdivision or a landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;

~~3. The Yellowstone County Board of County Commissioners;~~

D. For purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.

Section 23-1106. Schedule of Fees.

The required fee shall accompany the preliminary plat, final plat, exempt surveys, and any proposed variances. A schedule of fees for plats shall be established by the City Council by resolution, ~~as set forth in Appendix P~~ *fee information is available online*.

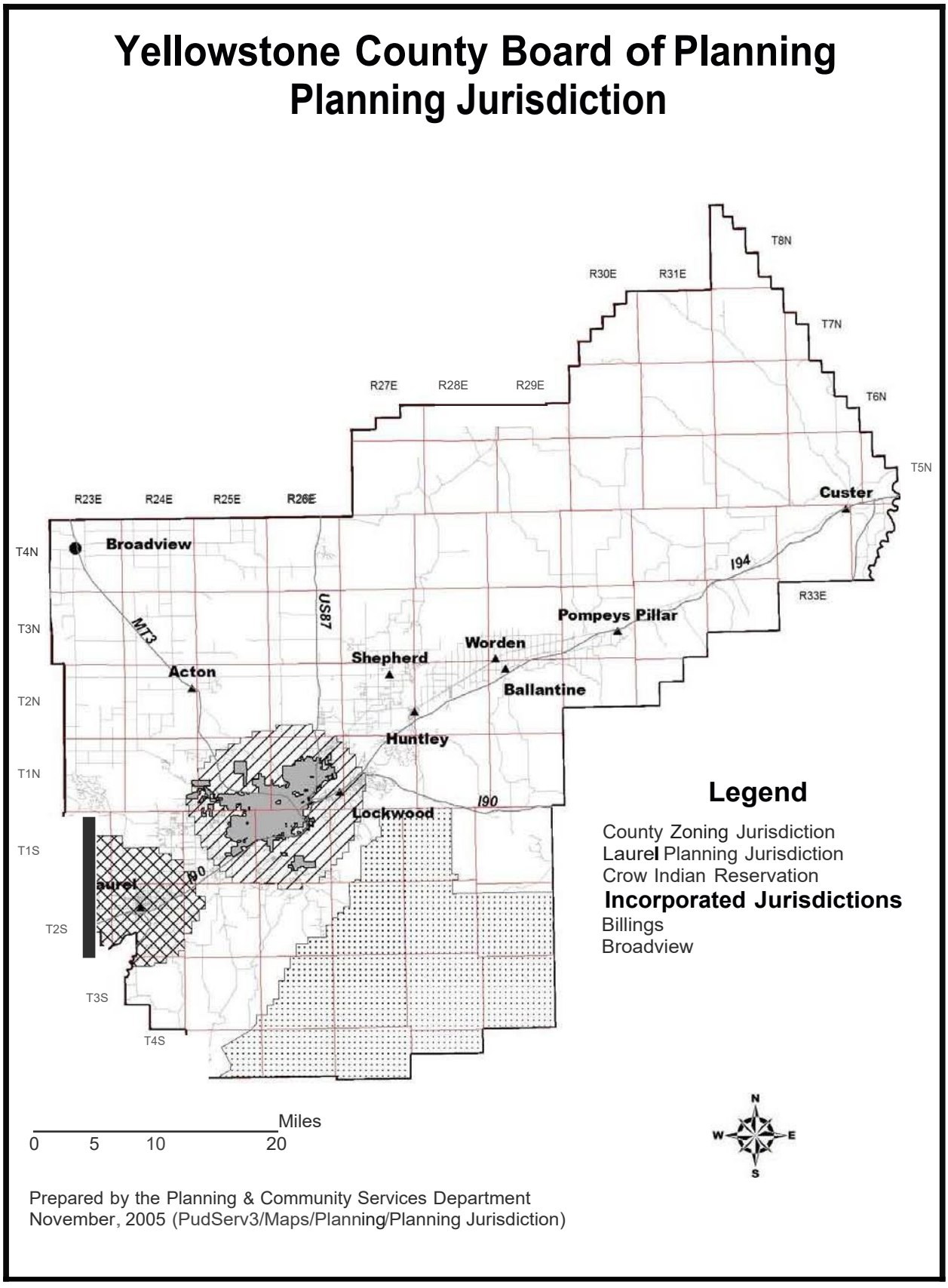
Section 23-1107. Penalty for Violation.

A. Except as provided in 76-3-303, MCA, every final subdivision plat shall be filed with the County Clerk and Recorder before title to the subdivided land can be sold or transferred in any manner. If illegal transfers are completed, the ~~County Attorney~~ *City Attorney* shall commence action to enjoin further sales or transfers and compel compliance with the provisions of the Montana Subdivision and Platting Act (76-3-101 et seq., MCA) and these Regulations. The cost of such action shall be imposed against the person transferring the property.

   Each sale, lease or transfer, or offer of sale, lease, or transfer of each separate parcel of land in violation of any provision of the Montana Subdivision and Platting Act or these Regulations shall be deemed a separate and distinct offense.

B. Any person who violates any of the provisions of the Montana Subdivision and Platting Act (76-3-101 et seq., MCA) or these Regulations is guilty of a misdemeanor and punishable by a fine of not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00) or by imprisonment in jail for not more than three (3) months or by both fine and imprisonment.

APPENDIX A
Jurisdictional Map



APPENDIX B
Evasion Criteria

City of Billings Evasion Criteria

A. Purpose.

The State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the development is an attempt to evade the Montana Subdivision and Platting Act (MSPA), 76-3-101, et. seq., MCA.

The following procedures, criteria and requirements shall be used to review an exemption from subdivision review and to determine whether the division of land is for the purpose of evading the MSPA.

B. Procedures and General Requirements.

1. Any person seeking exemption from the requirements of the Subdivision and Platting Act (76-3-101 et. seq., MCA) shall submit to the Clerk and Recorder (1) a certificate of survey, exempt amended plat, or where a survey is not required an instrument of conveyance, and (2) evidence of, and a notarized statement affirming, entitlement to the claimed exemption signed by the landowner.

2. When a certificate of survey, exempt amended plat, or instrument of conveyance is submitted to the Planning Department, the Planning Department shall cause the documents to be examined by the designated agents of the governing body: (the City or County Public Works Department, City or County Attorney, Sanitarian, Treasurer, and Clerk and Recorder). The agents shall examine the proposed land division to determine whether it complies with the requirements set forth in this Resolution, the Montana Subdivision and Platting Act, and the Montana Sanitation in Subdivisions Act (76-4-101, et seq., MCA).

3. After the review to evaluate compliance with the requirements contained in this section, the agents shall submit written comments as to whether the use of the exemption is intended to evade the purposes of the Act, after which a written recommendation will be presented to the governing body for its review.

4. If the designated agents find that the proposed use of the exemption complies with the statutes and these criteria, they shall recommend to the Clerk and Recorder to file the certificate of survey, exempt amended plat, or record the instrument of conveyance and accompanying documents. If the agents find that the proposed use of the exemption does not comply with the statutes and these criteria, they shall advise the Clerk and Recorder of their determination and recommend whether or not to file or record the documents, and upon his/her concurrence, the Clerk shall return the materials to the landowner with an explanation as to why the recordation was declined.

5. Any person whose proposed use of an exemption has been denied by the designated agents may appeal the agents' decision to the governing body. The person may request a hearing, and may submit additional evidence to show that the use of the exemption in question is not intended to evade the Act.

   If the governing body concludes that the information provided by the developer overcomes the recommendation by staff that the exemption is being used to evade the Act, they may authorize the use of the exemption in writing. A certificate of survey claiming such an exemption from subdivision review, which otherwise is in proper form, may be filed (or an exempt amended plat or an instrument of conveyance recorded) if the governing body has signed a certificate of an exemption as provided in these regulations.

6. Landowners or their representatives are encouraged to meet with the governing body's designated agents to discuss whether a proposed land division or use of an exemption is in compliance with these criteria.

   The agents may issue an advisory opinion only, and the opinion does not constitute a commitment by the local officials when the documents creating the proposed land division are submitted to the Clerk and Recorder.

7. The governing body and its agents, when determining whether an exemption is claimed for the purpose of evading MSPA, shall consider all of the surrounding circumstances. These circumstances may include but are not limited to: (1) the nature of the use of the parcel, (2) the prior history of uses of the particular tract in question, (3) the proposed configuration of the tracts if the proposed exempt transaction is completed, and (4) any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review (State ex rel. Dreher v. Fuller, 50 St. Rptr. 454, 1993).

8. Exempt divisions of land that would result in a pattern of development equivalent to a subdivision shall be presumed to be adopted for purposes of evading the Act. A "pattern of development" occurs whenever three (3) or more parcels of less than 160 acres each with common covenants or facilities pertaining to each parcel have been divided from the original tract.

9. If the use of an exemption is determined to be an evasion of MSPA, the landowner may submit a subdivision application for the proposed land division.

C Exemption as a Gift or Sale to a Member of the Immediate Family (76-3-207(1)(b), MCA).

1. Statement of Intent: The intention of this exemption is to allow a landowner to convey one parcel to each member of the immediate family without local subdivision review. A single parcel may be conveyed to each member of the immediate family under this exemption in each county where the landowner owns property.

2. "Immediate family" is defined as the spouse, children by blood or adoption, or parents of the grantor (76-3-103(7), MCA).

3. Any certificate of survey filed that would use this exemption to create a parcel for conveyance to a family member must clearly identify the name of the grantee, the grantee's relationship to the landowner, and the parcel to be conveyed under this exemption, and be accompanied by, or contain, the landowner's written certification of compliance. The certificate of survey or other instrument must also cite the exemption claimed and include the proper language. ~~provided in Section H of this Chapter~~. Also, the certificate of survey or instrument of conveyance shall be accompanied by a deed or other conveying document.

4. One conveyance of a parcel to each member of the landowner's immediate family is eligible for exemption from subdivision review. However, the use of the exemption may not result in more than one remaining parcel of less than 160 acres.

5. Any proposed use of the family conveyance exemption to divide a tract that was previously created through use of an exemption shall be presumed to be an evasion of the Act if it creates a pattern of development consistent with an overall plan with characteristics such as common roads, utility easements, restrictive covenants, open space or common marketing. This presumption will not be rebutted by previous ownership of the tracts, and pertains to remaining tracts of less than 160 acres as well as to those tracts that were previously created through the use of one or more of the exemptions.

6. The use of the family conveyance exemption to divide tracts that were created *with the subdivision process are allowed as long as they can also meet the requirements of zoning.* ~~as part of an overall development plan with characteristics such as common roads, utility easements, restrictive covenants, open space or a common marketing or promotional plan shall be presumed that the use of the exemption is an evasion the Act.~~

7. *An immediate family member or the spouse of an immediate family member who receives a division of land as part of a gift or sale may not transfer or otherwise convey the division of land for a period of up to 2 years after the date of the division. The governing body may authorize variances from these requirements to address hardship situations.*

D. Exemption to Provide Security for a Construction Mortgage, Lien or Trust Indenture (76-3-201(1)(b) MCA).

1. Statement of Intent: Under policies of many lending institutions and federal home loan guaranty programs, a landowner who is buying a tract with financing or through a contract for deed is required to hold title to the specific site on which the residence will be built. The intended purpose of this exemption is to allow a landowner who is buying a tract using financing or a contract for deed to segregate a smaller parcel from the tract for security for financing construction of a home on the property.

2. When claiming this exemption, the landowner shall submit the following documents to the City-County Planning Department:

   a. A signed statement from both the landowner and the lending institution that the creation of the exempted parcel is necessary for the owner to secure construction financing through a construction mortgage, lien or trust indenture on the exempted parcel.

   b. Any certificate of survey that uses this exemption must bear the acknowledged certificate of the property owner stating that the division of land in question is exempted from review as a subdivision, cite the exemption claimed, and include the language provided in Section H. of this Chapter.

3. The use of this exemption is presumed to have been adopted for the purpose of evading MSPA if:

   a. It will create a site for more than one dwelling unit;

   b. The loan is for someone other than the owner of record or the recorded contract purchaser of the parcel to be divided.

   c. It will create a pattern of development which is equivalent to a subdivision with characteristics such as common roads, sewer, water, utility easements, restrictive covenants, open space or a common marketing or promotional plan.

E. Exemption for Agricultural Purposes (76-3-207 (1)(c), MCA).

1. Statement of Intent: The intention of this exemption is to allow a landowner to create a parcel without local review where the parcel will be used only for production of livestock or agricultural crops and where no residential, commercial, or industrial buildings will be built.

2. "Agricultural Purpose," for purposes of these evasion criteria, means the use of land for raising crops or livestock, or for the preservation of open space, and specifically excludes residential structures and facilities for commercially processing agricultural products. Agricultural lands are exempt from review by the Montana Department of Environmental Quality (MDEQ), provided the applicable exemption is properly invoked by the property owner.

3. The following conditions must be met or the use of the exemption will be presumed to have been adopted for the purposes of evading MSPA:

   a. The parties to the transaction by gift, sale, or agreement, must enter into a covenant running with the land and revocable only by mutual consent of the governing body and the property owner that the divided land will be used exclusively for agricultural purposes or open space. The covenant must be signed by the property owner, the buyer or lessee and the governing body. An example of a covenant is provided in Section H. of this Chapter.

b. The landowner must demonstrate that the planned use of the exempted parcel is for agricultural purposes and that no residential, commercial or industrial buildings will be built (e.g., a statement signed by the buyer).

c. Any change in use of the land for anything other than agricultural purposes subjects the parcel to full review as a subdivision.

d. Residential, commercial and industrial structures, including facilities for commercial processing of agricultural products are excluded uses on parcels created under this exemption unless the covenant is revoked and the land division is reviewed under MCA Title 76, Chapter 3.

e. A certificate of survey that uses this exemption must bear the acknowledged certificate of the property owner stating that the division of land in question is exempted from review as a subdivision, cite the exemption claimed, and include the language provided in Section H. of this Chapter.

F. Relocation of Common Boundary (76-3-207(1) (a, d and e), MCA).

1. Statement of Intent: The intended purpose of this exemption is to allow a change in the location of a boundary line between two parcels and to allow a one-time transfer of a tract to affect that change in location without subdivision review.

2. If the relocation of a common boundary would result in the permanent creation of an additional parcel of land, the division of land must be reviewed as a subdivision. If a temporary tract is created, language shall be added to indicate that the temporary tract is merged forever with the adjacent tract.

3. Within a platted subdivision, a division of lots that redesigns or rearranges six or more lots must be reviewed and approved by the governing body and an amended plat must be filed with the County Clerk and Recorder in accordance with Section 306 of these Regulations.

4. Certificates of survey or amended plats claiming this exemption must be clearly distinguished between the existing boundary location and the new boundary. This shall be accomplished by representing the existing boundary with a dashed line and the new boundary with a solid line. The appropriate certification must be included on the certificate of survey as provided in Section H. of this Chapter.

G. Remainder Parcels.

Statement of Intent: Any part of an original tract of record, less than 160 acres that is left following the segregation of other parcels from the tract for the purpose of transfer shall be reviewed as part of the subdivision.

H. Certification.

1. **Exemption Certificates.** The following represents examples of certificates to be used on certificates of surveys for the following types of exemptions: relocation of common boundaries, land gift or sale to family member, agricultural exemption, and security for constructions.

CERTIFICATE OF EXEMPTION
(RELOCATION OF COMMON BOUNDARY)

I (We) certify that the purpose of this survey is to relocate common boundaries between adjoining properties existing outside of a platted subdivision. Therefore, this survey is exempt from review as subdivision pursuant to Section 76-3-207 (1)(a), (d), or (e), MCA.

DATED THIS _____ day of _____, 20_____.

*(Signature)*_____
Property Owner(s)

CERTIFICATE OF EXEMPTION
(FAMILY GIFT OR SALE)

I (We) certify that the purpose of this survey is to create Tract # _____ for transfer of ownership as a family gift or sale and that no prior family sale has been conveyed to ((name), our (my) (relationship)_____ and that this exemption complies with all conditions imposed on its use. Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(b), MCA, and the City of Billings Subdivision Regulations.

DATED THIS _____ day of _____, 20_____.

*(Signature)*_____
Property Owner(s)

APPENDIX B
Evasion Criteria

CERTIFICATE OF EXEMPTION
(FOR AGRICULTURAL PURPOSES)

I (We) certify that the purpose of this survey is to create Tract #_____, as shown on this certificate of survey, for gift or sale, which is to be used for agricultural purposes only, and that this exemption complies with all conditions imposed on its use. Therefore, this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(c), MCA and the City of Billings Subdivision Regulations.

I also hereby enter a covenant, to run with the land, that Tract _____ as shown hereon, will be used exclusively for agricultural purposes only. No building or structure requiring water or sewer facilities shall be utilized on Tract _____. This covenant is revocable only by the mutual consent of the governing body and the property owner.

DATED THIS _____ day of _____, 20_____.

*(Signature)*_____
Property Owner(s)

CERTIFICATE OF EXEMPTION
(SECURITY FOR CONSTRUCTION)

I certify that the purpose of this survey is to create a parcel of land to provide security for construction or loan purposes and that this exemption complies with all conditions imposed on its use. Therefore, this survey is exempt from review as a subdivision pursuant to Section 76-3-201(1)(b) MCA and from review by the Montana Department of Environmental Quality (16.16.605(1)(b)).

DATED THIS _____ day of _____, 20_____.

*(Signature)*_____
Property Owner(s)

2. **Governing Body Certification.** If the exemption is approved after appeal to the Governing Body, the Governing Body shall so certify in a printed certificate on the Certificate of Survey.

I, Mayor of the City of Billings, do hereby certify that the use of the exemption claimed on the accompanying Certificate of Survey has been duly reviewed, and has been found to conform to the requirements of the MSPA, Section 76-3-101, et. seq., MCA, and the City of Billings Subdivision Regulations.

DATED THIS _____ day of _____, 20_____.

*(Signature)*_____
Mayor, City of Billings

Attest: *(Signature)*_____
~~City Clerk~~

APPENDIX C
Preapplication Recommendations

The following information is recommended submittal material for all pre-application meeting requests. The analysis of the feasibility of the proposal by staff may depend on the amount of information that is provided. The submittal material must be provided to the Planning Department at least one week in advance of the scheduled pre-application meeting time.

Submittal Copies Required

10 Copies of conceptual drawing and other supplemental materials

Conceptual drawing identifying the following:

1. Proposed subdivision name
2. Legal description including quarter Section, Township and Range and any underlying survey data
3. Owner, subdivider (if different from owner)
4. Proposed lot layout with approximate dimensions and size
5. Existing streets, roads, alleys and/or access easements within or adjacent to the subject property
6. Proposed legal and physical access to each lot and dimensions of right-of-way and street surfaces; proposed road names
7. Existing easements on or adjacent to the subject property (i.e. access, irrigation, utility, pipelines, trails, etc.)
8. Proposed easements
9. Location of all existing physical features on or adjacent to the subject property, including but not limited:
   - Structures
   - Above-ground utility lines
   - Irrigation facilities
   - Rock outcrops
   - Topographic features (hills, drainages, draws, etc.)
   - Streams, lakes, wetlands, areas within flood plain
10. Location of existing or proposed fire hydrants, or other fire suppression water source
11. Potential layout of:
    - Water distribution system
    - Sanitary sewer system
    - Storm drainage facilities
12. Existing and proposed zoning, if applicable
13. Existing and proposed land use
14. Existing or proposed parkland or trail easements

~~APPENDIX C~~
~~Preapplication Recommendations~~

~~Recommended Supplemental and Supporting Documentation~~

1. ~~Vicinity map showing access to and from property~~
2. ~~USGS Topographic map with subject property identified~~
3. ~~Soils survey map (County) or soils hazard map (City) with subject property identified~~
4. ~~Flood Insurance Rate Map (FIRM) if property is in or nearby a mapped floodplain~~
5. ~~Well logs from adjacent properties~~
6. ~~Zoning map showing subject property and surrounding property zoning~~
7. ~~Photographs of site~~
8. ~~When subject property is proposed to be subdivided in separate filings, a Master Plan of the entire area to be developed~~

~~Frequently Asked Questions at a Pre-Application Meeting~~

1. ~~What type of review does the proposed subdivision require? (i.e. major, 1st minor, subsequent minor, expedited review, exempt, amended) Procedures for the appropriate review type will be explained.~~
2. ~~Is the property within an existing subdivision or certificate of survey?~~
3. ~~Is there an existing Subdivision Improvements Agreement?~~
4. ~~Will the property be further subdivided?~~
5. ~~Is there any right-of-way dedication necessary?~~
6. ~~Does the Transportation Plan or Heritage Trail Plan *BABTMP* affect the property?~~
7. ~~Will the subdivision generate 500 Average Daily Trips (ADT)? If so, Traffic Study is required.~~
8. ~~What improvements are necessary? (i.e. water, sewer, storm water management, street, sidewalk/trail)~~
9. ~~Is public water and sanitary sewer service available or within 500 feet of the property?~~
10. ~~Will there be a need to request any variances from the Subdivision Regulations?~~
11. ~~What is the proposed use of the subdivision?~~
12. ~~Is the property zoned? Is a zone change proposed? Is a special review through zoning needed for the proposed uses?~~
13. ~~How will parkland dedication requirements be met (if applicable)?~~
14. ~~Is an Environmental Assessment required?~~
15. ~~Is the property within a flood hazard area?~~
16. ~~Are there existing irrigation water rights on the property? If so, how will they be delineated or severed? Will the irrigation facility be moved, altered or covered?~~

APPENDIX D
Preliminary Plat Requirements

The following information is required for all preliminary plat submittals

Submittal Copies

_____	24"x36" plat and supplements (number of copies specified by staff)
_____	11"x17" plat and supplements (number of copies specified by staff)
___1___	Electronic copy of plat (in AutoCad ® or ArcInfo ® format) and supplements (a high quality scanned copy in .jpg or .pdf may suffice if other formats are unavailable)
___1___	Electronic copy of plat (in .jpg or .pdf format)

Plat Contents:

1. Subdivision name that does not duplicate an existing subdivision name *or not too similar to another's name*
2. Legal description including quarter section, Township and Range
3. Owner, subdivider (if different from owner), engineer and surveyor
4. Date plat was prepared
5. North arrow and scale bar
6. Vicinity map of sufficient detail to locate the subdivision
7. Names and addresses of adjoining property owners
8. Names of adjoining subdivisions and certificates of survey
9. Location of all existing physical features on land adjacent to and within subdivision, including but not limited to:
    - Structures
    - Utilities
    - Irrigation facilities
    - Rock outcrops
    - Areas of 25% slope or greater
10. Locations and dimensions of:
    - Proposed streets and street names that do not duplicate existing street names
    - Sidewalks and/or pathways, trails
    - Alleys, internal private streets, driveways
    - Easements
    - Parkland
    - Street centerline curve radii
11. Proposed layout of:
    - Water distribution system
    - Sanitary sewer system
    - Storm drainage facilities
    - Location of nearest available utilities
12. Lot lines, lot numbers, lot areas and block numbers

~~APPENDIX D~~
~~Preliminary Plat Requirements~~

~~13. Site data including:~~

- ~~Number of lots~~
- ~~Maximum lot area~~
- ~~Minimum lot area~~
- ~~Area of parkland~~
- ~~Linear feet of streets~~
- ~~Net and gross acreage of land to be subdivided~~
- ~~Existing and proposed zoning~~
- ~~Existing and proposed land use~~

~~14. Tentative finished grades of each street indicated by spot elevations~~

~~15. Location of streams, lakes, wetlands, floodplain boundaries, and land subject to flooding~~

~~16. In case of a subsequent subdivision, the subdivision superimposed on a copy of the existing plat~~

~~17. All plats shall be neatly drawn in a professional manner~~

~~18. All plats to be filed as an addition to the City shall be noted in title~~

~~19. Contour lines of not more than five (5) foot intervals; where lots are proposed on slopes 10% or less, contours must be shown at 2 foot intervals~~

~~20. Approximate location of all sections lines and corners pertinent to the proposed subdivision.~~

APPENDIX E
Preliminary Plat Application

Subdivision Name: _____

Date of Preapplication Meeting: _____

Type: Major _____ First Minor _____ Subsequent Minor _____

Tax Code: _____

Location:

Legal Description: _____

1/4 Section: _____, Township: _____, Range: _____

General Location: _____

_____

Subdivider Information:

Name (Include a list of officers if corporation): _____

_____

Address: _____

Telephone: _____ Email: _____

Owner Information:

Name: _____

Address: _____

Telephone: _____ Email: _____

Plat Data:

Gross Area: Net _____

Area: Number of _____

Lots: _____

Maximum Lot Size: _____

Minimum Lot Size: _____

Linear Feet of Streets: _____

Existing Zoning: _____

Surrounding Zoning:

North: _____

South: _____

East: _____

West: _____

Existing Land Use: _____

Proposed Land Use: _____

Parkland Requirement:

Land: _____ Acres: _____

Cash: _____ Cash: $ _____

APPENDIX E
Preliminary Plat Application

Variances Requested (list and attach Variance Request):

1. _____
2. _____
3. _____

Service Providers for Proposed Subdivision

Gas: _____

Electric: _____

Telephone: _____

School (Elementary, Middle, High): _____

Irrigation District: _____

Cable Television: _____

List of Materials Submitted with Application

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Agent Information

Name: _____

Address: _____

Telephone: _____ Email: _____

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, is true and correct.

_____ _____

Owner of Record **Date**

_____ _____

Owner Under Contract **Date**

The submission of a preliminary plat application constitutes a grant of permission by the subdivider to enter the subject property (Sec. 23-109).

APPENDIX F
Required Supporting Documents for Major Preliminary Plat Applications

Supplemental and Supporting Documentation

1. Names and addresses of immediately adjoining property owners typed or neatly printed on address labels.
2. Draft Subdivision Improvements Agreement (Appendix L).
3. Environmental Assessment or Summary of Probable Impacts, when applicable (Article 23-900).
4. Traffic Accessibility Study (TAS) when applicable, containing the following information:
    a. Trip generation, using the Institute of Transportation Engineers Trip Generation Manual;
    b. Trip distribution;
    c. Traffic assignment;
    d. Capacity analysis;
    e. Evaluation; and
    f. Recommended access plan, including access points, modifications and any mitigation techniques.
    g. Land use and trip generation in the form of a table of each type of land use, the number of units or square footage, as appropriate, the trip rates used (daily and peak) and resulting trip generation.
    h. Traffic graphics, which show:
        - AM peak hour site traffic;
        - PM peak hour site traffic;
        - AM peak hour total traffic;
        - PM peak hour total traffic;
        - Total daily traffic (with site generated traffic shown separately).
    i. AM and PM capacity analysis with an AM and PM peak hour capacity analysis provided for:
        - All major drive accesses that intersect collector or arterial streets or roads; and
        - All arterial-arterial, collector-collector and arterial-collector intersections within one mile of the site, or as required by the Director of Public Service during the pre-application review.
    j. Capacity. Indicate the levels of service (before and after development) of existing and proposed streets and roads, including appropriate intersections, to safely handle any increased traffic. Describe any anticipated increased maintenance that will be necessary due to increased traffic and who will pay the cost of maintenance.
    k. Bicycle and Pedestrian Pathways, Lanes and Routes. Describe bicycle and pedestrian pathways, lanes or routes to be developed with the development.
    l. Traffic Calming. Detailed drawings of any proposed traffic calming installations, including locations and turning radius templates.
5. Preliminary water and sanitation information, including:
    a. A site plan or exhibit that shows:
        – The location, within 100 feet outside of the exterior property line of subdivision and on the proposed lots, of:

- Floodplains
- Surface water features
- Springs
- Irrigation ditches
- Existing, previously approved, and, for parcels less than 20 acres, proposed water wells and wastewater treatment systems;
- For parcels less than 20 acres, mixing zones identified, and
- The representative drainfield site used for the soil profile description, and

– The location, within 500 feet outside of the exterior property line of the subdivision, of public water and sewer facilities

b. A description of the proposed subdivision's water supply systems, storm water systems, solid waste disposal systems, and wastewater treatment systems, including whether the water supply and wastewater treatment systems are individual, shared, multiple user, or public as those systems are defined in rules published by the Montana Department of Environmental Quality (MDEQ).

c. A drawing of the conceptual lot layout at a scale no smaller than 1 inch equal to 200 feet that shows all information required for a lot layout document in rules adopted by MDEQ pursuant to 76-4-104, MCA.

d. Evidence of suitability for new onsite wastewater treatment systems that, at a minimum, includes:

– A soil profile description from a representative drainfield site identified on the vicinity map, as provided above, that complies with standards published by the MDEQ,

– Demonstration that the soil profile contains a minimum of 4 feet of vertical separation distance between the bottom of the permeable surface of the proposed wastewater treatment system and a limiting layer, and

– In cases in which the soil profile or other information indicates that groundwater is within 7 feet of the natural ground surface, evidence that the groundwater will not exceed the minimum vertical separation distance

e. For new water supply systems, unless cisterns are proposed, evidence of adequate water availability;

– Obtained from well logs or testing of onsite or nearby wells;

– Obtained from information contained in published hydrogeological reports; or

– As otherwise specified by rules adopted by the MDEQ pursuant to 76-4-104, MCA

f. A preliminary analysis of potential impacts to the groundwater quality from new wastewater treatment systems, using as guidance rules adopted by the Board of Environmental Review pursuant to 75-5-301 and 75-5-303, MCA related to standard mixing zones for groundwater, source specific mixing zones, and nonsignificant changes in water quality. The preliminary analysis may be based on currently available information and must consider the effects of overlapping mixing zones from proposed and existing wastewater treatment

systems within and directly adjacent to the subdivision. Instead of performing the preliminary analysis required under this subsection, the subdivider may perform a complete nondegradation analysis in the same manner as is required for an application that is reviewed under Title 76, Chapter 4.

g. A subdivider whose land division is excluded from review under 76-4-125(2), MCA is not required to submit the water and sanitation information listed above.

6. Geotechnical Report that includes:
   a. A summary of hazards present and recommended actions.
   b. A description of proposed construction.
   c. A description of the investigation methods, including field investigations, laboratory analysis and report preparation.
   d. A description of the site conditions, including soil, bedrock, groundwater and other physical features present that may limit development.
   e. Analysis of engineering properties and recommendations in relation to foundations; over-excavation and engineered fill; bearing capacity; lateral loads on basement walls; soil friction factor; earthwork; site grading and runoff control; foundation and retaining wall drainages; slabs on grade; reinforcing, utilities testing and concrete considerations; and ventilation and radon.
   f. Summary of engineering limitations.
   g. The report shall be accompanied by figures and tables sufficient to convey the results of each test hole and an overall site plan showing the location of each test hole. The spacing of test holes will be dependent of the horizontal and vertical variation of the subsurface material. In all cases, the spacing should result in a representation of all soils present on the subdivision.

7. Draft protective and restrictive covenants, if any.

8. Draft Articles of Incorporation when Homeowner's Association is proposed.

9. When a tract of land is to be subdivided in separate filings, a Master Plan of the entire area to be developed.

APPENDIX G

Required Supporting Documents for First Minor Preliminary Plat Applications

Supplemental and Supporting Documentation

1. Draft Subdivision Improvements Agreement

2. Traffic Accessibility Study (TAS) when applicable, containing the following information:
    a. Trip generation, using the Institute of Transportation Engineers Trip Generation Manual;
    b. Trip distribution;
    c. Traffic assignment;
    d. Capacity analysis;
    e. Evaluation; and
    f. Recommended access plan, including access points, modifications and any mitigation techniques.
    g. Land use and trip generation in the form of a table of each type of land use, the number of units or square footage, as appropriate, the trip rates used (daily and peak) and resulting trip generation.
    h. Traffic graphics, which show:
        - AM peak hour site traffic;
        - PM peak hour site traffic;
        - AM peak hour total traffic;
        - PM peak hour total traffic;
        - Total daily traffic (with site generated traffic shown separately).
    i. AM and PM capacity analysis with an AM and PM peak hour capacity analysis provided for:
        - All major drive accesses that intersect collector or arterial streets or roads; and
        - All arterial-arterial, collector-collector and arterial-collector intersections within one mile of the site, or as required by the Director of Public Service during the pre-application review.
    j. Capacity. Indicate the levels of service (before and after development) of existing and proposed streets and roads, including appropriate intersections, to safely handle any increased traffic. Describe any anticipated increased maintenance that will be necessary due to increased traffic and who will pay the cost of maintenance.
    k. Bicycle and Pedestrian Pathways, Lanes and Routes. Describe bicycle and pedestrian pathways, lanes or routes to be developed with the development.
    l. Traffic Calming. Detailed drawings of any proposed traffic calming installations, including locations and turning radius templates.

3. Preliminary water and sanitation information, including:

    a. A site plan or exhibit that shows:
        — The location, within 100 feet outside of the exterior property line of subdivision and on the proposed lots, of:
        - Floodplains
        - Surface water features
        - Springs
        - Irrigation ditches
        - Existing, previously approved, and, for parcels less than 20 acres,

proposed water wells and wastewater treatment systems;
- For parcels less than 20 acres, mixing zones identified, and
- The representative drainfield site used for the soil profile description, and

– The location, within 500 feet outside of the exterior property line of the subdivision, of public water and sewer facilities

b. A description of the proposed subdivision's water supply systems, storm water systems, solid waste disposal systems, and wastewater treatment systems, including whether the water supply and wastewater treatment systems are individual, shared, multiple user, or public as those systems are defined in rules published by the Montana Department of Environmental Quality (MDEQ).

c. A drawing of the conceptual lot layout at a scale no smaller than 1 inch equal to 200 feet that shows all information required for a lot layout document in rules adopted by MDEQ pursuant to 76-4-104, MCA.

d. Evidence of suitability for new onsite wastewater treatment systems that, at a minimum, includes:
– A soil profile description from a representative drainfield site identified on the vicinity map, as provided above, that complies with standards published by the MDEQ,
– Demonstration that the soil profile contains a minimum of 4 feet of vertical separation distance between the bottom of the permeable surface of the proposed wastewater treatment system and a limiting layer, and
– In cases in which the soil profile or other information indicates that groundwater is within 7 feet of the natural ground surface, evidence that the groundwater will not exceed the minimum vertical separation distance

e. For new water supply systems, unless cisterns are proposed, evidence of adequate water availability;
– Obtained from well logs or testing of onsite or nearby wells;
– Obtained from information contained in published hydrogeological reports; or
– As otherwise specified by rules adopted by the MDEQ pursuant to 76-4-104, MCA

f. A preliminary analysis of potential impacts to the groundwater quality from new wastewater treatment systems, using as guidance rules adopted by the Board of Environmental Review pursuant to 75-5-301 and 75-5-303, MCA related to standard mixing zones for groundwater, source specific mixing zones, and nonsignificant changes in water quality. The preliminary analysis may be based on currently available information and must consider the effects of overlapping mixing zones from proposed and existing wastewater treatment systems within and directly adjacent to the subdivision. Instead of performing the preliminary analysis required under this subsection, the subdivider may perform a complete nondegradation analysis in the same manner as is required for an application that is reviewed under Title 76, Chapter 4.

g. A subdivider whose land division is excluded from review under 76-4-125(2),

APPENDIX G

Required Supporting Documents for First Minor Preliminary Plat Applications

MCA is not required to submit the water and sanitation information listed above.

4. Geotechnical Report that includes:
    a. A summary of hazards present and recommended actions.
    b. A description of proposed construction.
    c. A description of the investigation methods, including field investigations, laboratory analysis and report preparation.
    d. A description of the site conditions, including soil, bedrock, groundwater and other physical features present that may limit development.
    e. Analysis of engineering properties and recommendations in relation to foundations; over-excavation and engineered fill; bearing capacity; lateral loads on basement walls; soil friction factor; earthwork; site grading and runoff control; foundation and retaining wall drainages; slabs on grade; reinforcing, utilities testing and concrete considerations; and ventilation and radon.
    f. Summary of engineering limitations.
    g. The report shall be accompanied by figures and tables sufficient to convey the results of each test hole and an overall site plan showing the location of each test hole. The spacing of test holes will be dependent of the horizontal and vertical variation of the subsurface material. In all cases, the spacing should result in a representation of all soils present on the subdivision.

5. Draft protective and restrictive covenants, if any.

6. Draft Articles of Incorporation when Homeowner's Association is proposed.

7. When a tract of land is to be subdivided in separate filings, a Master Plan of the entire area to be developed.

APPENDIX H
Expedited Final Plat Application

City of Billings

EXPEDITED FINAL PLAT APPLICATION

1. **Name of Subdivision** _____
2. **Tax ID #** _____
3. **Location**
   a. Legal Description: _____
   ¼ Section:
   Township: _____
   Range: _____
   b. General location: _____
   _____
4. **Name, Address & Telephone Number of Subdivider**
   a. Name:
   b. Address:
   c. Telephone: _____
5. **Name, Address & Telephone Number of Owner**
   a. Name:
   b. Address:
   c. Telephone: _____
6. **Plat Data**
   a. Gross area:
   b. Net area:
   c. Number of lots: _____
7. **List of materials submitted with final application**

   Required:

   a. Final Plat
   b. Subdivision Improvements Agreement and Waiver
   c. Title Report
   d. Red lined check print

   Other:

   _____
   _____
   _____
   _____
   _____
   _____
8. **Deed restrictions or covenants?** Yes_____ No_____

   if yes, please attach copies.

APPENDIX H
Expedited Final Plat Application

9. **Name, address & telephone of professional consultant(s)**

Surveyor/engineer: _____

Address: _____

_____

_____

Attorney: _____

Address: _____

_____

_____

Other: _____

Address: _____

_____

_____

I declare that I am the owner of record and that all the statements and information contained in all exhibits transmitted herewith are true and correct. I hereby apply for approval of the final plat of:

_____

Owner/Owners: _____

_____

_____

_____

(Signature of Owner/Owners)

Owners under Contract: _____

_____

_____

_____

(Signature of Owners under contract)

APPENDIX I
Final Plat Application

City of Billings

FINAL PLAT APPLICATION

1. **Name of Subdivision** _____
2. **Tax ID #** _____
3. **Location**
   a. Legal Description: _____
   ¼ Section:
   Township: _____
   Range: _____
   c. General location: _____
   _____
4. **Name, Address & Telephone Number of Subdivider**
   a. Name:
   b. Address:
   c. Telephone: _____
5. **Name, Address & Telephone Number of Owner**
   a. Name:
   b. Address:
   c. Telephone: _____
6. **Plat Data**
   a. Gross area:
   b. Net area:
   c. Number of lots: _____
7. **Park Requirement**
   a. Land: _____
   b. Cash: $ _____
8. **Date preliminary plat approved:** _____
9. **List of materials submitted with final application**

   Required:

   a. Final Plat
   b. Subdivision Improvements Agreement
   c. Conditions of Approval
   d. Title Report
   e. Red lined check print

APPENDIX I
Final Plat Application

Other:

_____

_____

_____

_____

_____

_____

10. **Deed restrictions or covenants?** Yes_____ No_____

if yes, please attach copies.

11. **Name, address & telephone of professional consultant(s)**

Surveyor/engineer: _____

Address: _____

_____

_____

Attorney: _____

Address: _____

_____

_____

Other: _____

Address: _____

_____

_____

I declare that I am the owner of record and that all the statements and information contained in all exhibits transmitted herewith are true and correct. I hereby apply for approval of the final plat of:

_____

Owner/Owners: _____

_____

_____

_____

(Signature of Owner/Owners)

Owners under Contract: _____

_____

_____

_____

(Signature of Owners under contract)

APPENDIX J
Final Plat Requirements

1. A final subdivision plat may not be approved by the governing body or filed by the County Clerk and Recorder unless it complies with the following requirements:

   a. Final subdivision plats must be legibly drawn with permanent ink or printed or reproduced by a process guaranteeing a permanent record and must be 18 inches by 24 inches or 24 inches by 36 inches overall to include a 1 1/2-inch margin on the binding side.

   b. Two signed copies on 3 mil. or heavier matte stable-base polyester film or equivalent must be submitted.

   c. If more than one sheet must be used to adequately depict the land subdivided, each sheet must show the number of that sheet and the total number of sheets included. All certifications must be placed or referred to on one sheet.

   d. A survey that modifies a filed subdivision plat must be entitled "amended plat of (lot, block and name of subdivision being amended)," and unless it is exempt from subdivision review by 76-3-201 or 76-3-207(1)(d) or (e), MCA, may not be filed with the County Clerk and Recorder unless it meets the filing requirements for final subdivision plats specified in these requirements.

2. A final plat submitted for approval must show or contain, on its face the following information. The surveyor may, at his or her discretion, provide additional information regarding the survey.

   a. A title or title block indicating the quarter section, section, township, range, principal meridian, county and, if applicable city or town, in which the subdivision is located. The title of the plat must contain the words "plat" and either "subdivision" or "addition".

   b. The name of the person(s) who commissioned the survey and the name(s) of the owner of the land to be subdivided if other than the person(s) commissioning the survey, the names of any adjoining platted subdivisions, and the numbers of any adjoining certificates of survey previously filed.

   c. Vicinity sketch of sufficient area to identify the location of the subdivision.

   d. A north arrow.

   e. A scale bar. The scale must be sufficient to legibly represent the required information and data on the plat.

   f. The location of, and other information relating to all monuments found, set, reset, replaced or removed as required by ARM 8.94.3001(1)(c).

      i. If additional monuments are to be set after the plat is filed, the location of these monuments must be shown by a distinct symbol, and the plat must bear a certification by the surveyor as to the reason the monuments have not been set and the date by which they will be set.

      ii. All monuments found during a retracement that influenced the position of any corner or boundary indicated on the plat must be clearly shown as required by ARM 8.94.3001(1)(c).

   g. The location of any section corners or corners of divisions of sections pertinent to the survey.

h. Witness and reference monuments and basis of bearings. For purposes of these the term "basis of bearings" means the surveyor's statement as to the origin of the bearings shown on the plat. The basis of bearings may refer to a particular line between monumented points in a previously filed survey document. If the plat shows true bearings, the basis of bearings must describe the method by which these true bearings were determined.

i. The bearings, distances and curve data of all boundary lines. If the subdivision is bounded by an irregular shoreline or body of water that is a riparian boundary, the bearings and distances of a meander traverse generally paralleling the riparian boundary must be given.

i. The courses along a meander line are shown solely to provide a basis for calculating the acreage of a parcel with one or more riparian boundaries as the parcel existed at the time of survey.

ii. For purposes of these regulations a line that indicates a fixed boundary of a parcel is not a "meander" or "meander line" and may not be designated as one.

j. Data on all curves sufficient to enable the re-establishment of the curves on the ground. For circular curves these data must at least include radius and arc length. For non-tangent curves, which must be so labeled, the plat must include the bearings of radial lines or chord length and bearing.

k. Lengths of all lines shown to at least tenths of a foot, and all angles and bearings shown to at least the nearest minute. Distance measurements must be stated in English units, but their metric equivalents, shown to the nearest hundredth of a meter, may be noted parenthetically.

l. All lots and blocks in the subdivision, designated by number, the dimensions of each lot and block, the area of each lot, and the total acreage of all lots. (Excepted parcels must be marked "Not included in this subdivision" or "Not included in this plat," as appropriate, and the bearings and lengths of these excepted boundaries must be shown.)

m. All streets, alleys, avenues, roads and highways; their widths (if ascertainable) from public records, bearings and area; the width and purpose of all road rights-of-way and all other easements that will be created by the filing of the plat; and the names of all streets, roads and highways.

n. The location, dimensions and areas of all parks, common areas and other grounds dedicated for public use.

o. The total acreage of the subdivision.

p. A narrative legal description of the subdivision as follows:

(i) If the parcel being subdivided is either an aliquot part of a U.S. government section or a U.S. government lot, the information required by this subsection is the aliquot or government lot description of the parcel.

(ii) If the plat depicts the division of a parcel or lot that is shown on a filed certificate of survey or subdivision plat, the information required by

this subsection is the number or name of the certificate of survey or plat and the number of the parcel or lot affected by the survey.

(iii)If the parcel surveyed does not fall within (2)(p)(i) or (ii), above, the information required by this subsection is the metes-and-bounds description of the perimeter boundary of the subdivision.

(iv)If the plat establishes the boundaries of a subdivision containing one or more interior parcels, the information required by this subsection is the legal description of the perimeter boundary of the subdivision.

q. **Certificate of Surveyor.** The dated signature and the seal of the surveyor responsible for the survey and a memorandum of any oaths administered under 76-3-405, MCA. The affixing of this seal constitutes a certification by the surveyor that the final plat has been prepared in conformance with the Montana Subdivision and Platting Act (76-3-101 through 76-3-625, MCA) and the regulations adopted under that Act.

r. **Certificate of Dedication.** The dated, signed and acknowledged consent to the subdivision of the owner of the land being subdivided. For purposes of this rule when the parcel of land proposed for subdivision is being conveyed under a contract for deed, the terms "owner" and "owner of the land" refers to the seller under the contract for deed.

s. **If applicable, Consent to Platting.**

t. **Certificate of Approval.** Certification by the governing body that the final subdivision plat is approved.

u. **Notice of Approval.** Statement that the final plat is approved by the Yellowstone County Board of Planning.

v. **Certificate of City Engineer's Office.** If applicable, Certification by the City Engineer that municipal water, sewage disposal and solid waste disposal will be provided. (City only)

w. **Errors and Omissions Review.** Certification of the reviewing surveyor that the survey has been examined and approved.

x. **Certificate of City Attorney.** Certification that the plat has been reviewed an accepted by the City Attorney.

y. **Certificate of County Treasurer.** Certification of county treasurer showing current tax payment.

z. If applicable, the owner's certificate of dedication of streets, parks, playground easements or other public improvements

aa. Space for the clerk and recorder's filing information.

** See Appendix B for templates of all Certifications.

3. Supporting documentation shall consist of the following:

a. Final plat application completed and signed;

~~APPENDIX J~~
~~Final Plat Requirements~~

~~b. All documentation necessary to guarantee the complete installation of all required improvements including the Subdivision Improvements Agreement and any documents related to financial security for improvements;~~

~~c. An original Title Report or Subdivision Guarantee prepared within the recent 6 months;~~

~~d. Evidence that the Montana Department of Environmental Quality or Yellowstone County Public Health Department has approved the sewage disposal system and/or the water system. This applies to individual and public water supply and sewage disposal systems. When applicable and pursuant to Section 23-504, evidence signed by the City shall be submitted;~~

~~e. Copies of protective and restrictive covenants, if any;~~

~~f. Applicable final plat fee.~~

APPENDIX K

Subdivision Improvements Agreement Template

SUBDIVISION IMPROVEMENTS AGREEMENT

(*Name of Subdivision*)

Table of Contents

(City of Billings, Montana)

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XII. Legal Provisions

APPENDIX K
Subdivision Improvements Agreement Template

SUBDIVISION IMPROVEMENTS AGREEMENT

(*Name of Subdivision*)

This agreement is made and entered into this ____ day of _____, 200__, by and between *(Subdivider)*, whose address for the purpose of this agreement is **ADDRESS**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

(for minor subdivisions insert the following)

WHEREAS, the plat of *(Subdivision Name)*, located in the City of Billings, Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

(for major subdivisions, exclude above and insert the following)

WHEREAS, at a regular meeting conducted on _____ day of _____, 2004, the Board of Planning recommended conditional approval of a preliminary plat of *(Subdivision Name)*; and

(Insert the following for both major and minor subdivisions)

WHEREAS, at a regular meeting conducted on _____ day of _____, 2004, the City Council conditionally approved a preliminary plat of *(Subdivision Name)*; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *(Subdivision Name)* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC): *(Please insert any applicable variances in the provided 1, 2, 3 format)*

1. Variance #1

2. Variance #2

APPENDIX K

Subdivision Improvements Agreement Template

II. CONDITIONS THAT RUN WITH THE LAND *(Please insert any applicable conditions in the provided A, B, C format. The following are typical conditions that run with the land which may or may not be applicable to this subdivision)*

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

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

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

F. Lot owners should be aware that portion(s) of this property lie within the floodplain/floodway, as depicted on the Flood Insurance Rate Maps (FIRM) for this area. Please be advised that special development restrictions may apply within these specified areas.

III. TRANSPORTATION

A. Streets

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

- Rights-of-way widths
- Pavement widths and surface types
- Curb and gutter design
- Other required street improvements

B. Sidewalks

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

- Types of required sidewalk
- Location of required sidewalks
- Widths and surface
- Other required sidewalk improvements

C. Street Lighting *(Describe)*

- Location and types of lighting to be installed, if required

B. Traffic Control Devices *(Describe)*

- Location and type of proposed stop signs and/or signals
- Other required traffic control devices

C. Access *(Describe)*

- Location and widths of proposed accesses
- Restrictions on access
- Other required access improvements

D. Heritage Trail Plan ***BABTMP****(Include)*

- Statement of whether subdivision is within the Heritage Trail Plan *BABTMP*
- Location and type of proposed trail or trail connection
- Ownership arrangement of trail corridor – easement or dedication
- Other required trail improvement

E. Public Transit *(Describe)*

- Location and type of improvements required to ensure public transit service

IV. EMERGENCY SERVICE

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

- Location and specifications for emergency access road including width, base and surface material, blockade and required signage
- Urban Wildland Interface Code requirements (required for highly wooded areas)

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division.

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

- Description and location of existing and proposed detention facilities
- Any improvements to the existing system
- Other required improvements

VI. UTILITIES

APPENDIX K
Subdivision Improvements Agreement Template

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

It is acknowledged that the properties subject to this Subdivision Improvements Agreement shall be subject to the appropriate water and wastewater local and interior construction fees in effect at the time of payment. Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above.

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

It is acknowledged that all fees stated above are subject to the Franchise Fee in effect at the time of payment.

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

A. Water

(This section should describe any water facilities unique to the subdivision).

B. Sanitary Sewer

(This section should describe any sanitary sewer facilities unique to the subdivision).

C. Power, Telephone, Gas, and Cable Television

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

- Services to be provided within the public right-of-way, existing or to be installed
- Width and location of required utility easements

VII. PARKS/OPEN SPACE

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

- The parkland requirement for this subdivision (dedication or cash-in-lieu)
- Required park improvements to the park and timing of construction
- Required formation of a Park Maintenance District

For minor plats, where no parkland dedication is required, please insert the following statement:

There is no parkland requirement for proposed (Subdivision Name), as this is a minor subdivision [MCA 76-3-617(3)(a)].

VIII. IRRIGATION

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

- Irrigation District affected by the proposed development
- Required mitigation efforts to protect the ditches during construction
- Location and width of existing and proposed onsite easements for ditches

IX. SOILS/GEOTECHNICAL STUDY

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

- Results of geotechnical study
- Construction restrictions due to the results of the study
- Required mitigation efforts

X. PHASING OF IMPROVEMENTS (include if applicable)

Description of each Phase including:

A. Required improvements
B. Timing of improvements
C. Reference to release of lots (documentation)
D. Restrictions on lot sales (documentation)
E. Financial guarantees for improvements

XI. FINANCIAL GUARANTEES

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

XII. LEGAL PROVISIONS

A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any

notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

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

"SUBDIVIDER" *(Name of Subdivider)*

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 2005, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *(Subdivider)*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 2005.

"CITY"
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

APPENDIX K

Subdivision Improvements Agreement Template

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 2005, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

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

APPENDIX K
Subdivision Improvements Agreement Template

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

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

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

Subdivision Description/Name

Signed and dated this _____ day of _____, 2005.

Subdivider/Owner

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 2005, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be *Subdivider/Owner Name*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

_____
Notary Public in and for the State of Montana
Printed name: _____
Residing in Billings, Montana
My commission expires: _____

APPENDIX L

Escrow Agreement Template

ESCROW AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ by and between _____ ("Purchaser"), whose address for purposes of this Agreement is _____, AMERICAN TITLE & ESCROW, a Montana corporation ("American Title"), of 1216 16th Street West, Alpine Village No. 21, Billings, Montana 59102, the CITY OF BILLINGS, MONTANA ("City"), c/o City Engineer's Office, 510 North Broadway, 4th Floor, Billings, Montana 59101, and _____ ("Seller"), whose address for the purposes of this Agreement is _____.

****

1. Seller has agreed to sell and convey unto Purchaser all of its right, title and interest in and to certain real property in _____ Subdivision, (the "Subdivision"), which real property is more particularly described as follows (the "Purchaser's Lot"):

Lot ___, Block ___, of _____ Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. _____.

2. In connection with the development of the Subdivision, certain public improvements (the "Improvements") must be made within or adjacent to the Subdivision in accordance with that certain Subdivision Improvements Agreement between Seller and the City dated the _____ day of _____, 20__, and recorded the ____ day of _____, 20___, under Document No. _____, records of Yellowstone County, Montana (the "SIA"); and

.

3. Pursuant to Article ____ of the SIA, Seller has agreed that an amount equal to the total estimated cost per square foot of the Improvements multiplied by the total square footage of Purchaser's Lot ("Estimated Costs"), as described in the SIA, with respect to any lot in the Subdivision will be deposited into a separate interest bearing account for the benefit of Purchaser to be held in escrow with American Title; and

4. American Title has agreed to act as escrow agent for the purposes of receiving the above-referenced funds and disbursing the same for payment of future SID assessments upon formation of one or more such districts, or for the payment of one or more private contract costs of constructing the Improvements contemplated by the SIA in the event an SID is not formed, which funds will be obtained, held and disbursed by American Title in accordance with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. Escrowed Funds. Purchaser shall deposit the Estimated Costs in the amount of _____ (spell out) _____ Dollars ($ _____) (the "escrowed funds") into escrow with American Title in an interest bearing account under Purchaser's Federal Identification Number # _____, for the benefit of Purchaser and the City (the "Escrow Account") at the closing of the sale of the Purchaser's Lot, by Seller to Purchaser. The

APPENDIX L
Escrow Agreement Template

escrowed funds amount is based upon Estimated Costs of $_____ per square foot on the _____ square feet of land contained within the Purchaser's Lot. The escrowed funds deposited into the Escrow Account will be held and disbursed by American Title in accordance with the provisions of paragraphs 4, 5 and 6 below.

2. Seller's Obligation Terminated. From and after the date of this Agreement, Seller shall have no further obligation or liability for the Estimated Costs, or the construction and/or payments for the Improvements, or any future SID assessments, relating to the Purchaser's Lot.

3. Purpose of Escrow Arrangement. American Title agrees that it shall receive and hold the escrowed funds in the Escrow Account, for the benefit of Purchaser and the City, and shall make disbursements or payments to the City and/or Purchaser pursuant to the provisions of paragraphs 4, 5 and 6 below.

4. Payments from Escrow. Upon receipt of a written authorization from Purchaser and the City for payments in connection with actual SID assessments or private contracts for construction of the Improvements, American Title shall disburse the escrowed funds as follows:

(a) If one or more special improvement districts are created the escrowed funds shall he paid by American Title to the City for application to the actual assessments for the Improvements against the Purchaser's Lot.

(b) In the event one or more special improvement districts for the Improvements is not or cannot be created, then the amounts held on deposit in the Escrow Account shall be applied toward payment under one or more private contracts for construction of the Improvements attributable to the Purchaser's Lot in accordance with the SIA.

5. Interest on the Escrowed Funds. Interest accrued on the escrowed funds shall be paid to Purchaser in annual disbursements on the first day of December of each year, until such time as final disbursement is made pursuant to paragraph 6 below.

6. Additional Assessments: Return of Excess. If the actual amount of the special improvement district assessments for the Improvements is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot; then the City shall levy said difference against the Purchaser's Lot. If the Improvements are constructed by one or more private contracts and the actual amount of the private contracts for the Improvements attributable to the Purchaser's Lot is greater than the escrowed funds held in the Escrow Account with respect to the Purchaser's Lot, then the Purchaser shall be responsible for said difference. If the actual amount of the special improvement district assessments or the private contracts for the Improvements is less than the escrowed funds held in the Escrow Account, then American Title shall return such excess to Purchaser after payment of the full amount of the actual SID assessments or the private contracts, and Purchaser shall be entitled to retain such excess.

7. Escrow Fees. Purchaser and Seller shall share equally the costs associated with initial set-up fees of the Escrow Account, and thereafter Purchaser shall be solely responsible for all other fees, costs, taxes and expenses related to the escrowed funds and the Escrow Account and the performance of duties under this Agreement by American Title. American Title shall have a

lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, or expenses, due American Title hereunder.

8. Scope of Agreement. This Agreement governs only the deposit of the escrowed funds relating to the Purchaser's Lot by Purchaser into escrow with American Title, the disbursement of those funds for payment of actual SID assessments or private contracts, if any, related to the Improvements, to or for the benefit of Purchaser's Lot, and the annual disbursement of interest accrued on the escrowed funds to Purchaser. Other than the matters specifically addressed herein, this Agreement shall not supersede or modify the terms and covenants of the SIA, nor shall any party other than those executing this Agreement be entitled to claim the benefits of this Agreement. No payment made under this Agreement with respect to a private contract for all or any portion of the Improvements shall be evidence of the performance of said private contract, either wholly or in part, and no payment or disbursement by American Title shall be construed to be an acceptance by either Purchaser or the City of defective work or improper materials pursuant to such private contract.

9. Rights and Duties of American Title. It is expressly understood between the parties hereto that American Title is to be considered as a depository and agent to collect, hold and disburse the escrowed funds only, and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution, or validity of any instructions or authorizations for payment relating to said escrowed funds, nor as to the identity, authority or rights of any person executing such written authorization. American Title assumes no responsibility, nor is it to be held liable, as to the condition of title to the Purchaser's Lot involved herein, nor as to any assessments, liens or encumbrances against the Purchaser's Lot, except with respect to liens or encumbrances arising from the negligence or willful misconduct of American Title with reference to its obligations and duties under this Agreement.

10. Disputes. In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and conflicting demands being made in connection with the escrowed funds and the Escrow Account, and disbursements therefrom, American Title shall be entitled at its option to refuse to comply with said conflicting demands so long as such disagreement shall continue. In so refusing, American Title may also refuse to deliver any moneys, papers or property involved in or affected by this escrow, and shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, American Title shall be entitled to continue to so refrain to act until (a) the parties hereto have reached an agreement settling their differences and shall have notified American Title in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction, except that nothing herein shall be construed to require American Title to institute any litigation to determine the rights of the parties hereto.

In the event of any disagreement between the parties hereto, or if conflicting demands or claims are made upon American Title by the parties hereto or interested herein or by any other party, American Title shall have the right to employ 1egal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the funds held in connection herewith. Purchaser and the City shall be jointly and severally liab1e to American Title for any and all attorney's fees, costs, and disbursements incurred by American Title in connection herewith, and upon demand shall forthwith pay the same to American Title. The liability of Purchaser and the

APPENDIX L
Escrow Agreement Template

City for reimbursement for the amount of such attorney's fees, costs and disbursements paid to American Title shall be governed by the provisions of paragraph 12 below.

11. Default: Remedies. The failure of any party to perform its obligations under the terms of this Agreement shall constitute a default hereunder. In the event of any such default, and the failure of the defaulting party to cure the same within ten (10) days after written notice thereof by the non-defaulting party or parties, then such non-defaulting parties may:

(a) Commence a suit or suits in equity or at law, including without limitation an action for the specific performance of any covenant or agreement contained herein; or

(b) Commence a suit or suits for damages arising from the failure to perform any covenant or agreement contained herein; or

(c) Pursue enforcement of any other appropriate legal or equitable remedies.

12. Attorney Fees and Costs. In the event it becomes necessary for any party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, to give any notice required herein with respect to any default, or to reimburse American Title for any attorney's fees, costs or disbursements it may incur pursuant to paragraph 10 above, then the prevailing party or parties shall be entitled to payment or reimbursement for reasonable attorney's fees, costs and expenses, from the party or parties who do not prevail.

13. Notices. Any notice required under this Agreement shall be served on all other parties either personally or by certified mail, return receipt requested, addressed to the party to be served at the following address:

Purchaser: _____
_____
_____

American Title: 1216 16th Street West
Alpine Village No. 21
Billings, Montana 59102
ATTN: _____

City: c/o City Engineer's Office
510 North Broadway
4th Floor
Billings, Montana 59101
ATTN: Public Works Director

Seller: _____
_____
_____

APPENDIX L
Escrow Agreement Template

A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

14. Amendments: Waiver. No amendments or modifications to this Agreement, or of any provisions contained herein, shall be binding or enforceable unless the same shall be in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement. Any waiver or failure to enforce the terms of this Agreement by any of the parties hereto shall not constitute a waiver by said parties of the right to enforce or compel performance with respect to any continuing or subsequent default hereunder.

15. Headings. The headings used herein are for convenience only, and shall not be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

16. Binding Effect. The covenants, agreements and all statements in this Agreement shall inure to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first above written.

"Purchaser"

By: _____
Its: _____
Federal Tax Identification No. _____

"American Title"
AMERICAN TITLE INSURANCE COMPANY

By: _____
Its: _____

"City"
CITY OF BILLINGS, MONTANA

By: _____
Its: _____

"Seller"

By: _____
Its: _____
Federal Tax Identification No. _____

APPENDIX M
Letter of Credit Template

(Must be on Lender's Letterhead)

IRREVOCABLE STANDBY LETTER OF CREDIT

DATE: _____

BENEFICIARY: APPLICANT: Subdivider's name
City of Billings Public Works Subdivider's address
Billings, MT 59101

LETTER OF CREDIT NO. _____

EXPIRATION DATE: _____

AT: OUR COUNTERS PRESENTLY LOCATED AT
Lender's address here

AMOUNT: US$ _____
NOT EXCEEDING: US _____ spell out _____ Dollars

We hereby issue our Irrevocable Standby Letter of Credit available by your draft(s) drawn at sight on us and accompanied by the following documents:

1. Beneficiary's signed statement certifying that _____ (subdivider's name) _____, has failed to pay for required improvements concerning subdividing _____ Subdivision in the City of Billings,Yellowstone County.
2. Copy of mandatory improvements.
3. The original Leter of Credit

This Letter of Credit sha11 be deemed extended without amendment for one year from the expiration date, unless thirty (30) days prior to any expiration date we shall notify you by Registered Mail that we elect not to consider this Letter of Credit renewed for any such period.

In any communication with us regarding this Letter of Credit, please make specific reference to our Letter of Credit No. at the top of this letter.

Drafts drawn under this Credit must bear the clause: "Drawn under _____ Bank Irrevocable Standby Letter of Credit No. _____ dated _____." The amount of each drawing must be endorsed on the reverse of this credit by the negotiating bank.

To the extent applicable hereto, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication, No. 500.

We hereby engage with you that draft(s) drawn and/or documents presented and negotiated under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored upon presentation to us.

_____ BANK

APPENDIX M
Letter of Credit Template

By: _____

DECLARATION OF RESTRICTION ON TRANSFERS. AND CONVEYANCES

_____ SUBDIVISION

THIS DECLARATION is made this _____ day of _____ 20__, by (insert owner's name) hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, the Declarant is the owner of all of the lots in _____ Subdivision, situated in Section __, Township ____, Range ____, PMM., City of Billings, Yellowstone County, Montana, hereinafter referred to as the "Subdivision"; and

WHEREAS, in connection with the filing of the plat for the Subdivision, the Declarant executed that certain Subdivision Improvements Agreement dated the _____ day of _____, 20__ to the City of Billings, which Agreement contains restrictions against the sale, conveyance or transfer of certain lots in the Subdivision until such time as a private contract has been executed providing for the installation and construction of required public improvements; and

WHEREAS, in order to more fully evidence the restriction against sale, conveyance, or transfer and to give third parties notice of such restrictions, the Declarant desires to execute and record this Declaration of Restrictions.

NOW, THEREFORE, in consideration of these premises, the Declarant, for itself and its successors and assigns, does hereby declare:

1. Except as hereinafter provided, the Declarant does hereby agree and declare that the following described lots shall not be sold, transferred, or conveyed to any third party unless and until a release has been executed and recorded in accordance with the provisions hereinafter appearing:

Phase II:

Lots ___ through ___, inclusive, Block ___; _____ Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (_#_ lots total).

Phase III:

Lots though , inclusive, Block ; and Lots through , inclusive, Block , Subdivision in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana (_#_ lots total).

APPENDIX N
Restrictions on Transfers and Conveyances Template

2. It is the express purpose and intent of this Declaration to restrict or preclude sale, transfer, or conveyance of the above-described lots until such time as a private contract has been executed and necessary funding guarantees provided, as the case may be, providing for the construction and installation of those public improvements required under the above-described Subdivision Improvements Agreement which by reference thereto is hereby incorporated herein as though fully set forth at this point. It is anticipated, however, that the Declarant will develop _____ Subdivision, in distinct phases, upon providing for the installation and construction of the public improvement necessary to serve the particular phase. In that regard a release of some but not all of the above described lots may be executed and recorded from time to time, in accordance with the provisions hereinafter appearing, and upon the recording of said release, the covenants and restrictions contained herein with respect to the lots described in said release shall be deemed canceled and terminated, and of no further force and effect.

3. Upon compliance with the requirements for a private contract specified above, a release for the lot or lots affected thereby shall be executed and recorded by the City of Billings, pursuant to the provisions contained in the said Subdivision Improvements Agreement. The execution and recording of said release shall be deemed conclusive evidence to all third parties purchasing or acquiring any lot described therein that the restriction against sale, conveyance, or transfer of said lot has been removed.

4. UNTIL SUCH RELEASE IS EXECUTED AND RECORDED, THIS DECLARATION SHALL SERVE AS NOTICE TO ALL THIRD PARTIES PURCHASING OR ACQUIRING ANY OF THE ABOVE-DESCRIBED LOTS OF THE EXPRESS RESTRICTIONS AGAINST ANY SUCH SALE, CONVEYANCE OR TRANSFER, AND OF THE TERMS AND CONDITIONS OF THE SAID SUBDIVISION IMPROVEMENTS AGREEMENT, AND SHALL FURTHER SERVE AS NOTICE THAT THE CITY OF BILLINGS MAY ENFORCE ANY AND ALL LEGAL RIGHTS AND REMEDIES SPECIFIED IN THE SUBDIVISION IMPROVEMENTS AGREEMENT SHOULD THE TERMS OF THIS DECLARATION BE VIOLATED.

5. The terms, conditions, and restrictions contained in this Declaration shall not preclude or restrict the ability of the Declarant to (a) sell, convey, and transfer all of the above-described lots, all of the lots in one phase, or those lots remaining subject to the terms of this Declaration, as one unit or group, to a third party, parties or entities; provided, however, that such sale shall be subject to this Declaration and the lots shall continue to be subject to the restrictions herein provided against the sale, transfer and conveyance until a release has been executed and recorded; or (b) enter into sale and purchase agreements for individual lots; provided, however, that the deeds or other conveyance documents shall not be delivered to the prospective buyer nor shall the closing under any such sale and purchase agreements occur until such time as a release covering the

affected lot has been executed and recorded.

6. The terms and conditions of this Declaration shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant, the City of Billings, and their successors and assigns.

IN WITNESS WHEROF, the Declarant has executed this Declaration the day and year first above written.

(Name of Declarant)

_____

STATE OF MONTANA)
: ss.
County of YELLOWSTONE)

On this_____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument and who acknowledged to me that he executed the same.

_____
Notary Public in and for the State of Montana
Printed name: _____
Residing at Billings, Montana
My commission expires: _____

APPENDIX ~~O~~*C*
Flood Hazard Evaluation

A. **Definitions. (Sec. 76-5-103, MCA) Whenever the following words and phrases are used in this Appendix, they shall be given the meaning attributed to them by this section.**

1. Development: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

2. Flood Fringe: the identified portion of the floodplain outside of the floodway.

3. Flood of 100-year Frequency: A flood magnitude expecting to recur on the average of once every 100 years or a flood magnitude that has a 1% chance of occurring in any given year.

4. Floodplain: The area adjoining the watercourse or drainway that would be covered by the floodwater of a flood of 100-year frequency, except for sheet flood areas that receive less than 1 foot of water per occurrence and are considered "shaded X zone" by the federal emergency management agency.

5. Floodway: The channel of a watercourse or drainway and those portions of the floodplain adjoining the channel that are reasonably required to carry and discharge the floodwater of any watercourse or drainway.

B. **General.**

1. Land located within the floodway of a flood of 100-year frequency as defined by Title 76, chapter 5, MCA, may not be subdivided for building purposes, or other uses that may be prohibited by state or local floodplain regulations.

2. Where the 100-year floodway has been delineated by a Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), or a City- or County-approved study on land in a subdivision, the 100-year floodway boundary and 100-year floodplain boundary shall be shown on the plat of the subdivision and the area within the 100-year floodway shall be labeled as a "No-Build Zone."

3. Any development of land that is in the flood fringe, a Zone A as shown on a FIRM, or an identified flood prone area is subject to the requirements of the City of Billings Floodplain Regulations.

APPENDIX ~~O~~*C*
Flood Hazard Evaluation

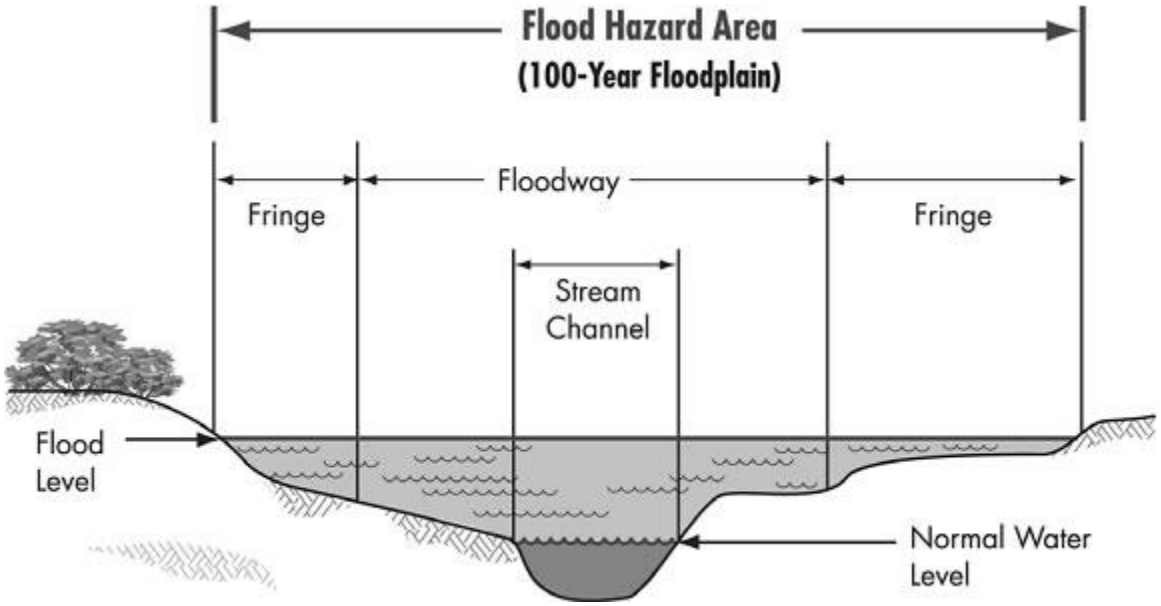


Figure 1. 100-Year Floodplain Cross-Section Diagram

Traffic Impact Study Checklist

1. **Project Description** – Include location, horizon year, phasing (if applicable), type, size and site plan of the development
2. **Access Plan** – include access points or approaches, circulation patterns, modifications and any mitigation techniques
3. **Existing Conditions and Operations** – describe existing transportation network and summarize study area traffic volumes
4. **Trip Generation** – in the form of a table of each type of land use, the number of units or square footage, as appropriate, the trip rates used (daily and peak) and resulting trip generation using the most recent edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual
5. **Trip Distribution**
6. **Traffic Assignment**
7. **Traffic Graphics**, which show:
    a. AM peak hour site traffic
    b. PM peak hour site traffic
    c. Total daily site traffic
    d. AM peak hour total traffic
    e. PM peak hour total traffic
    f. Total daily traffic
8. **Capacity Analysis** - Indicate the levels of service (before and after development) of existing and proposed roads, including appropriate intersections, to safely handle any increased traffic.
   AM and PM peak hour capacity analysis provided for:
    a. All major drive accesses that intersect collector or arterial streets or roads; and
    b. All arterial-arterial, collector-collector, and arterial-collector intersections within one mile of the site, or as required by the City Engineer during the pre-application review.
9. **Bicycle and Pedestrian Pathways, Lanes, and Routes** – Describe bicycle and pedestrian pathways, lanes or routes to be developed with the development.
10. **Traffic Calming** – detailed drawings of any proposed traffic calming installations, including locations and turning radius templates.
11. **Drive-thru Queuing Analysis** (if applicable)
12. **Evaluation** – Summarize development generated traffic impacts to the adjacent transportation network included in the study. Provide mitigation alternatives and recommendations for improvements based on the analysis results. Include information on the location and type of any proposed traffic control devices.



NorthWestern Energy
Delivering a Bright Future

August 20, 2024

City of Billings Subdivision Regulations Update 2024 - Lighting

Dear Mac Fogelsong,

NorthWestern Energy (NWE) has put together a lighting example of what lighting in a subdivision would cost to install with having NWE installing everything.

Assumptions:

- *75 FT lot fronts*
- *Typical 50-60 FT road right-of-way*
- *6 lights – Shoebox 125W LED*
- *25 FT pole- 20 FT light mounting height*
- *500 FT trench*
- *Pull boxes on each light*
- *New construction (during roadway subdivision construction)*

Attached in Exhibit A is a rough sketch of what a subdivision lighting layout could look like and what the rough cost breakdown would be. These lights would illuminate both side of the roadway. NorthWestern Energy would supply all the labor and materials associated with installing these lights.

All of these assumptions and examples above are subject to change based on what the actual project scope is within the City of Billings. NorthWestern Energy does NOT do any lighting study to make sure the ANSI/IES RP-8 requirements and regulations are met. That study would have to be performed by the customer or a third party vendor. NWE would work with said customer/vendor on what lights NWE has to offer and what would work best for the subdivision.

Sincerely,

Cody Lux

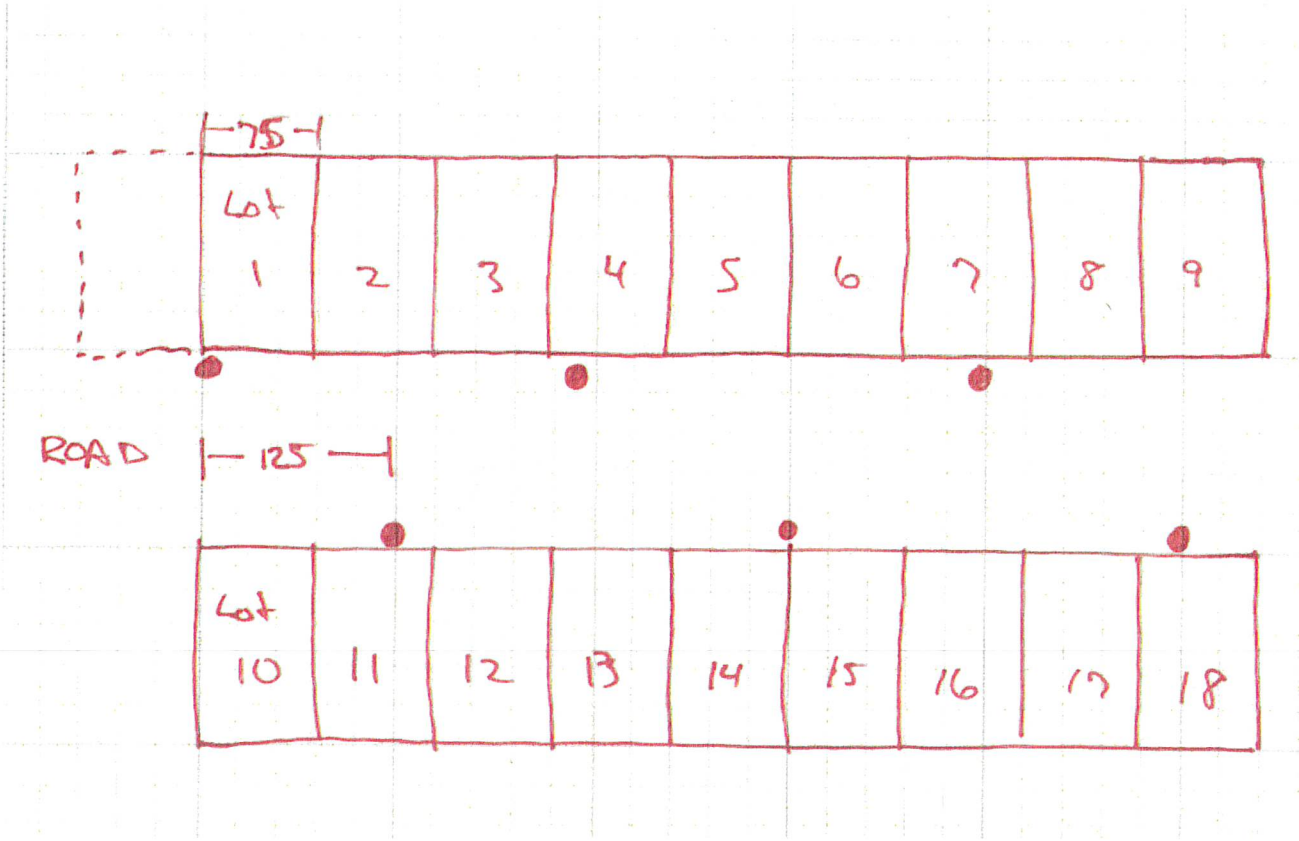
Cody Lux, PE

Cody Lux, PE
Billings Construction Superintendent
cody.lux@northwestern.com
C 406-570-8768
Billings New Construction 1-833-672-8453
24-Hour Service 888-467-2669
1944 Monad Rd | Billings, MT 59102

NorthWestern Energy
Delivering a Bright Future

NorthWestern Energy
Delivering a Bright Future

Exhibit A



$432.52/mo - 6 Lights

$72.09/mo/Light

$5,190.24/yr - 6 Lights

÷ 18 homes - $288.35/home/year

÷ 12 months - $24.03/home/mo

$24.03/home/month

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C 406-570-8768
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NorthWestern Energy
Delivering a Bright Future

Table 1. Residential Street Light Options for Installation

Method of Installation	**Example Used for Cost**	**Estimated Cost Per Year**	**Notes**
Developer Installed	Hallowell Lane	For 75-foot-wide lot, $3,750.00 per lot developer cost, results in $25.00 per month if amortized for 30 years at 7%.	Developer installs lighting and recovers costs with sales of developed lots. Street Light maintenance district created for on-going power and maintenance costs.
Special Improvement District (SID)	Annafeld Subdivision SIDs	2024 Costs from SID 1423 and SID 1410 1) For a 3615 SF single family lot; $39.03 monthly for years 1-15, then $5/month for power cost as SID sunsets 2) For a 1843 SF lot; $16.30 monthly for years 1-15, then then $5/month for power cost as SID sunsets (multi-family unit)	Lights installed by contractor through SID. Initial capital cost paid by lot buyer over 15 years **and then cost drops** for on-going power and maintenance costs. Street light maintenance district created for on-going power and maintenance costs. Annafeld examples had higher-end decorative fixtures that are more costly. Interest for SID 1423 was 6.93%, current rates are 5.25%.
Northwestern Energy Installed	Provided by Northwestern Energy	$24.03 per home/month for 75-foot-wide lot. See attached Northwestern Energy calculations.	Northwestern Energy installs lighting and creates a lighting district that bills annually for street lights and on-going power. Cost per month is continuous.

ORDINANCE NO. 24- _____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTIONS 23-100 THROUGH 23-1100 INCLUDING APPENDICES A THROUGH P, BE AMENDED TO CONFORM TO STATE LEGISLATION PASSED BY THE 68TH LEGISLATURE IN 2023, AND TO AMEND AND CLARIFY THE SUBDIVISION REGULATIONS FOR THE CITY OF BILLINGS.

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

Section 1. RECITALS The *Montana Subdivision and Platting Act (MSPA) (Title 76, Chapter 3, Montana Code Annotated (MCA)),* and *Sections 23-100 through 23-1100 including Appendices A through P, BMCC,* provide for amendment to the text of the local subdivision regulations from time to time. The City staff have reviewed the proposed changes to the subdivision regulations that pertain to the division of all the real property within the City of Billings. The Planning Board has considered the intent of such regulations as required by Title 76, Chapter 3, Part 5, MCA. The recommendations of the Planning Board and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the intent of subdivision regulations as required by state law. (MCA 76-3-501.(1) a though i)

Section 2. Section 23-201. Definitions, of the Billings, Montana, City Code be amended so that such section shall read as follows:

ACTIVE TRANSPORTATION PLAN ~~***BILLINGS AREA BIKEWAY AND TRAIL MASTER PLAN (BABTMP):***~~ *Refers to the current bike and trail master plan adopted by City Council.*

~~**BIKEWAY:** A generic term for any road, street, path or way, which is specifically designated for bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.~~

BOULEVARD means an area of public right-of-way or private easement between the paved edge of the street or road and the private property line. The boulevard provides for the opportunity to separate vehicle traffic from pedestrian travel. Boulevards often have sidewalks ~~and mailboxes located~~ in them and often are landscaped. A parkway median is a landscaped area located in the middle of the street or road.

DWELLING UNIT means any building or portion thereof providing complete, independent and permanent living facilities. ~~for one family~~. ~~A family is any number of individuals, related by blood, marriage, adoption or other legal means, including any number of minor children in foster care, and/or any number of unrelated persons (including any domestic servants or caregivers) living together in a dwelling unit. (24 CFR Part 4, Section 982.401).~~ A building designed exclusively for residential purposes, including single-unit, two-unit, and multiple-unit dwellings, but not including hotels or motel units, bed and breakfast guest rooms, boarding or lodging houses, tourist homes, or travel trailers and/or vehicles.

EXPEDITED REVIEW FOR CERTAIN SUBDIVISIONS means a subdivision application, regardless of the number of lots, that meets the requirements of subsection 3 of MCA 76-3-623 is entitled to the expedited review process.

~~***GREENBELT/GREENWAY*** means corridors of protected open space managed for conservation and recreation purposes as designated by the governing body. They often follow natural land or water features and link nature reserves, parks, cultural features and historic sites with each other and with populated areas. These corridors may be privately or publicly owned.~~

GROWTH POLICY means the ~~Yellowstone County and~~ City of Billings Growth Policy and any version of this policy adopted by the Billings City Council ~~and Board of County Commissioners~~ pursuant to 76-1-601, MCA.

LINEAR PARK means corridors of protected open space managed for conservation and recreation purposes as designated by the governing body. They often follow natural land or water features and link nature reserves, parks, cultural features and historic sites with each other and with populated areas. These corridors may be privately or publicly owned.

MANUFACTURED HOME a detached residential dwelling unit constructed on a non-removable steel chassis or frame. Each transportable unit of a manufactured home has a red certification label on the exterior section and is built according to the Manufactured Home Construction and Safety Standards (HUD Code). A manufactured home does not include a mobile home or house-trailer constructed before the federal Manufactured Home Construction and Safety Standards went into effect on June 15, 1976. (See MCA 15-1-101(m))
~~means a detached residential dwelling unit, which may consist of two or more sections, fabricated at a factory and designed to be towed on its own chassis to a building site for occupation as a dwelling with or without a permanent foundation. The term includes, but is not limited to, "trailer homes," "house trailers," and "mobile homes" whether or not the unit has been constructed after June 15, 1976, January 1, 1990, in conformance with Federal Manufactured Home Construction and Safety Standards. The term does not include "modular" or "factory-built buildings" that are fabricated at a factory in accordance with the International~~

~~Residential/Building Code applicable to site-built homes, and are transported to the site for final assembly on a permanent foundation.~~

MONUMENT (PERMANENT MONUMENT) means any structure of masonry, metal, or other permanent, durable material placed in the ground, which is exclusively identifiable as a monument to a survey point, expressly placed for surveying reference.

~~***MULTI-USE PATH*** means a hard or soft-surfaced trail physically separated from motorized vehicular traffic by an open space or barrier and either within the public right-of-way or within an independent right-of-way. These paths may also be used by pedestrians, in-line skaters, wheelchair users, joggers and other non-motorized users.~~

MULTI-MODAL TRAIL *means any of the following:*

a) Bike Lane: A portion of the roadway that has been designated by striping, signage, and pavement markings for the preferential or exclusive use of bicyclists. (NACTO) Shared Use Path: a multi-use facility outside the traveled way and physically separated from motorized vehicular traffic by an open space or barrier and either within the right-of-way or within an independent alignment.

b) Buffered Bike Lane: Conventional bicycle lanes that are paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane (NACTO).

c) Cut-through: A linking trail through the end of a cul-de-sac or from street to street between lots within a subdivision. It can encourage diverse types of transportation. It can reduce travel time and distance for pedestrians and bicyclists to areas in and out of neighborhoods, thereby reducing vehicle trips. By increasing connectivity with cut-throughs, it can reduce the time it takes to get from point A to point B and promote mobility for people in the subdivision.

d) Neighborhood Bikeway: A local street or series of contiguous street segments that have been modified to function as a through street for bicyclists, while discouraging through automobile travel. (AASHTO Guide for the Development of Bicycle Facilities 4th Edition)

e) Neighborhood Trail: A paved path located outside of the right of way of between 7-9.9 feet in width.

f) Separated Bike Lane: A separated bike lane is a facility for exclusive use by bicyclists that is located within or directly adjacent to the roadway and is physically separated from motor

vehicle traffic. A separated bike lane can be configured for one- or two-way travel. (Small Town and Rural Design Guide)

g) Shared Lane Markings (also known as sharrows): Road symbol used to indicate a shared lane environment for bicycles and automobiles. The shared lane marking is a pavement marking with a variety of uses to support a complete bikeway network; it is not a facility type and should not be considered a substitute for bike lanes or other separation treatments where these types of facilities are otherwise warranted or space permits. Sharrows consist of a double chevron and a bike symbol. The Manual on Uniform Traffic Control Devices (MUTCD) outlines guidance for shared lane markings in section 9C.07. (NACTO)

h) Shared-use paths are used by pedestrians (including skaters, users of manual and motorized wheelchairs, and joggers), bicyclists, and other authorized motorized and non-motorized users. (AASHTO Guide for Pedestrian Facilities 2nd Edition)

i) Sidewalk: The portion of a street that is between the curb lines or the lateral lines of a roadway and the adjacent property lines and that is intended for use by pedestrians. Sidewalks are paved in concrete. (MCA)

j) Traffic Calming: Traffic Calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users and area residents (ITE)

OPEN SPACE means any land which is provided or preserved for park or recreational purposes as designated by the governing body; conservation of land or other natural resources; historic or scenic purposes; or assisting in the shaping of the character, direction, and timing of community development. Open space may be privately or publicly owned and shall designate through the plat or an easement whether or not the land is publicly accessible.

PARK means land that is dedicated to the City through MCA 76-3-621 or acquired through a donation or purchase by the City and designated on a plat as a park. In order to be platted as a park the land must be owned by a public entity and public access is allowed. A park must be classified as defined by the City of Billings Comprehensive Parks Plan. Private parkland dedication may be provided instead of public when it meets the requirements of 76-3-621 (1)(a), (b),or (d) and (6)(a)(ii).

PARKLAND AMENITIES: Amenities within a park allow passive or programmed space. Amenities will be considered if they add value to parkland. Below is a short, non-exclusive list of passive and active parkland amenities.

a) Shade structure

b) Sensory playground equipment
c) Park benches and other park furnishings
d) Cultivated gardens and walking paths
e) Water play areas, splash pads
f) Picnic tables and trash cans
g) Challenge course
h) Slides, swings and ziplines

PHASED DEVELOPMENT means when a subdivision is platted in whole but developed in phases, a phasing plan shall be prepared and included in the Subdivision Improvement Agreement. The phasing plan submitted by the subdivider must be reviewed and approved by the City of Billings with the preliminary plat. Phased developments are further defined in MCA 76-3-103.

***PLANNED NEIGHBORHOOD DEVELOPMENT (PND)*:** See BMCC 27-800.

PLANNED ~~NEIGHBORHOOD~~ UNIT DEVELOPMENT (PUD) means a subdivision consisting of a planned mixture of land uses such as residential clusters, industrial parks, shopping centers, and/or office building parks built in a prearranged relationship to each other and having open space and community facilities in common ownership or use (MCA 76-3-103~~(10)~~, and BMCC 27-700).

SUBDIVISION QUALIFYING FOR EXPEDITED REVIEW means ~~a subdivision qualifying for an abbreviated review and approval process when it meets the definition of a first minor subdivision that contains one (1) or two (2) parcels, proper access to all lots is provided, no land in the subdivision will be dedicated to public use for parks or playgrounds, and the plat has been approved by the state department of environmental quality whenever approval is required.~~ an expedited review and approval process for subdivision plats. It must meet the requirements of Section 23-306 of these subdivision regulations

SUBDIVISION QUALIFYING FOR ABBREVIATED REVIEW means a subdivision qualifying for an abbreviated review and approval process when it meets the definition of a first minor subdivision that contains one or two parcels, proper access to all lots is provided, no land in the subdivision will be dedicated to public use for parks or playgrounds, and the plat has been approved by the Montana Department of Environmental Quality whenever approval is required.

SUBDIVISION, ADMINISTRATIVE MINOR means a subdivision qualifying for an administrative review and approval process when it meets the definition of a first minor or subsequent minor subdivision from a tract of record, is within zoning, proper access to all lots is

provided, has a will-serve letter from a municipal or county water and sewer service, and does not require a variance.

TRANSPORTATION PLAN means the *currently adopted* Billings Urban Area Transportation Plan ~~2009 Update~~, or any newer transportation planning document adopted by the Billings City Council and Board of County Commissioners *and Policy Coordinating Committee (PCC)* for the Billings urban area.

Section 3. Sections 23-301 through 23-305 of the Billings, Montana, City Code are amended so that such sections shall read as follows:

Section 23-301. Compliance with Local Regulations and State Law.
No subdivision of any lot, tract or parcel of land shall be undertaken; no street, sanitary sewer, storm sewer, water main, or other facilities in connection therewith shall be constructed, opened or extended for public use and travel, or for the common use of occupants of buildings except in strict accordance with the provisions of this Chapter and related state statutes.

Section 23-302. Major Subdivisions.

Divisions of land creating six (6) or more parcels must be reviewed as a major subdivision. The major subdivision shall be reviewed by the governing body of the jurisdiction where the subdivision is located. A copy of the application shall also be provided to school district trustees (76-3-601(2)(b), MCA).

If the proposed subdivision lies partly within an incorporated city or town, the proposed plat must be submitted to and approved by both the city or town and county governing body (76-3 -601(2)(c), MCA).

When a proposed subdivision is also proposed to be annexed to any municipality, the subdivision review and annexation procedures will be coordinated to minimize duplications of hearings, reports, and other requirements whenever possible (76-3-601(2)(d), MCA).

A. **Preapplication Meeting.** The purpose of the preapplication meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than ~~twenty (20)~~ seven (7) working days and no earlier than one hundred and twenty (120) working days prior to submittal of a major preliminary plat application for completeness review.

At the time of request, the subdivider shall provide the Planning Director or designee with

~~ten (10)~~ electronically submitted sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See ~~Appendix C~~ online 'Pre-application form' for recommended pre-application sketch plan contents and other meeting recommendations.

The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

B. Pre-application Completeness Review. One (1) month prior to submittal deadline for major preliminary plat applications, the subdivider shall submit one (1) electronic copy of the application including the preliminary plat and supporting documents to the Planning Director or designee for review accompanied by the applicable fee. After receipt of the electronic copy the Planning Director or designee shall notify the subdivider within five (5) working days as to the completeness of the application. A complete application will include all those items listed ~~in Appendix D~~ online "Preliminary Plat Requirements", where applicable, and any additional information identified at the pre-application meeting. If the Planning Director or designee determines the application complete, the subdivider may submit the application, plat and supporting documentation for sufficiency review. If the Planning Director or designee determines the application is incomplete, the subdivider must correct the deficiencies and resubmit the application.

C. Preapplication Sufficiency Review. Within fifteen (15) working days after notifying the applicant that the application is complete, the Planning Director or designee will determine that the information in the application is sufficient to allow for review of the proposed subdivision. If the Planning Director or designee determines the information is sufficient, the applicant will be notified that the complete and sufficient application may be submitted at the application submittal deadline. If the Planning Director or designee determines the information is insufficient, the subdivider must correct the deficiencies prior to the next submittal deadline or postpone submittal to a future submittal deadline.

D. Major Preliminary Plat Application Submittal.

1. **Required**. The subdivider shall submit to the Planning Director or designee, for review

and recommendation, a preliminary plat of the proposed major subdivision which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.

2. **Application submittal**. Complete and sufficient application for major preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided ~~in Appendix E~~ online "Preliminary Plat Application" and must be accompanied by the required preliminary plat, and supporting documents and applicable fee.
3. **Review period.** Upon receipt of a complete and sufficient application, the governing body has sixty (60) working days to approve, conditionally approve, or deny the preliminary plat application. For subdivisions containing fifty (50) or more lots the review period is eighty (80) working days. The review period may be extended upon written consent from the subdivider.

E. Preliminary Plat Contents and Submittal Copies.

1. **Content.** The preliminary plat shall clearly show the information listed in ~~Appendix D~~ online "Preliminary Plat Requirements."
2. **Copies.** The subdivider shall provide ~~the number of copies~~ one electronic copy of all required documents for the preliminary plat ~~as determined by~~ to the Planning Director or designee. All plats shall be 24 inch by 36-inch size and/or 11 inch by 17-inch size as specified by the Planning Director or designee. ~~One (1) electronic copy of the plat shall be provided in either AutoCad ® or ArcGIS ® format and one (1) copy shall be provided in .pdf, .jpg or .tif format.~~

F. Supporting Documentation.

1. **Required documents.** The supporting information shall include those documents listed ~~in Appendix F~~ online "Required Supporting Documents for Major Preliminary Plat Applications."
2. **Required copies.** The subdivider shall provide ~~the number of copies~~ one electronic copy of the supporting documents ~~as determined by~~ to the Planning Director or designee. All documents shall be typed and, in a format, specified by the Planning Director or designee.

G. Staff and Agency Review.

1. **Review procedure schedule.** Upon receipt of a complete and sufficient major preliminary plat application, the Planning Director or designee shall develop a schedule for the review period. The schedule shall include the dates, times and location of all key meetings, hearings and actions, and the dates of all key deadlines.
2. **Submittal distribution.** Planning staff shall distribute the application to all affected City Departments, local, state, and federal agencies, school districts and public utilities for review, and include a copy of the review procedure schedule. These affected entities shall determine what effect the proposed subdivision may have on their ability to provide services and submit recommendations for mitigation of those impacts. The affected entities shall respond to the Planning staff within approximately ~~ten (10)~~ fifteen (15) working days. A public utility or agency review may not delay the governing body's action on the plan beyond the sixty (60) or eighty (80) working day review period. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the governing body (76-3-504(1)(i), MCA).
3. **Department plat review meeting.** Planning staff shall arrange a department plat review meeting to publicly review comments from the affected entities and inform the subdivider of revisions or additions required to bring the application into compliance with local regulations and state law. The subdivider and their representative are required to attend the department plat review meeting and shall be given a copy of all comments received to date from the affected entities.
4. **Application resubmittal.** The Planning staff shall notify the subdivider, in writing, of the resubmittal requirements within one (1) working day of the department plat review meeting. The subdivider shall revise the plat and supporting documents as required and submit ~~the number of copies~~ one electronic copy of the revised application and documents as determined by the Planning Director or designee within five (5) working days of receipt of the resubmittal notice.
5. **Final staff comments.** Affected departments shall provide the Planning staff with final written comments regarding the resubmitted documents within five (5) working days of receipt of resubmittal.
6. **Hearing notice.** The Planning Board shall hold a public hearing on all major preliminary plat applications. Planning staff shall place a notice in a newspaper of general circulation in the County not less than fifteen (15) days prior to the date of a public hearing. The Planning staff shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of property immediately adjoining land included in the plat by certified mail not less than fifteen (15) days prior to the date of hearing (76-3-605(3), MCA).
7. **Staff report.** Planning staff shall prepare staff reports and presentations for the Planning Board plat review meeting and public hearing. A copy of each staff report shall be

~~provided~~ available electronically to the subdivider at least five (5) working days prior to the Board or governing body meeting. Each staff report shall provide a recommendation for approval, conditional approval or denial of the application and draft findings of fact as basis for the recommendation. The Planning staff shall also prepare a report forwarding the recommendation of the Planning Board to the governing body including the Board's recommendation for approval, conditional approval or denial of the applications and draft findings of fact as basis for the recommendation.

H. Planning Board Plat Review. The Planning Board, as the authorized agent of the governing body, shall conduct a plat review of the major preliminary plat application at a regularly scheduled meeting prior to the scheduled public hearing. The purpose of the plat review meeting is to consider the following relevant review criteria:

1. The environmental assessment and all criteria discussed therein, unless the plat is exempted from the requirement of submitting an environmental assessment pursuant to 76-3-616, MCA; and
2. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety (76-3-608(3)(a), MCA); and
3. Compliance with:

    A. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608(3)(b), MCA); and
    B. The provision of easements for the location and installation of any planned utilities (76-3-608(3)(c), MCA); and
    C. The provision of legal and physical access to each parcel within the subdivision (76-3-608(3)(d), MCA); and
    D. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and
    E. Local zoning requirements; and

4. Consistency with the currently adopted Growth Policy[1], Transportation Plan, and the ~~Heritage Trail Plan.1~~ Active Transportation Plan.
5. **Determination.** The Planning Board shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate recommended conditions to reasonably minimize those impacts. In reviewing a subdivision and when requiring mitigation, the Planning Board may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude recommendation of approval of the plat.

I. Public Hearing. The Planning Board shall conduct the public hearing and consider all relevant evidence as related to the proposed plat before preparing its written findings of fact and recommendation to the governing body. The subdivider or their agent shall be given the opportunity to object to any testimony given. The subdivider shall be allowed to submit in writing his or her own proposed findings of fact to the Board and the governing body following the hearing.

The relevant evidence considered at the public hearing on the preliminary plat shall include the criteria listed above in Section H. of this Article.

After holding the public hearing and reviewing the evidence concerning the plat, the Planning Board shall submit its recommendations to the governing body to approve, conditionally approve or deny the major preliminary plat in writing no later than ten (10) days after the public hearing (76-3-605(4), MCA).

J. Subsequent Hearing. Before acting on the subdivision application, the governing body shall determine whether public comments or documents presented at the Planning Board public hearing constitute:

1. Information that the public has not had a reasonable opportunity to examine and comment, or

2. New information never submitted or considered by the Planning Board or staff.

If the governing body determines that public comments or documents meets at least one (1) of the criteria listed above, it may act on the subdivision application in accordance with this Article or schedule a subsequent public hearing for consideration of the new information only. The subsequent public hearing shall be held by the Planning Board at the Planning Board's next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

Footnote _1_ A governing body may not withhold, deny, or impose conditions on any land use approval or other authority to act based solely on compliance with a growth policy (76_1_605(2)(b), MCA).

If a subsequent hearing is held, the sixty (60) or eighty (80) working day review period is suspended and the new hearing must be noticed and held within forty-five (45) days of the governing body's determination to hold a subsequent public hearing. The sixty (60) or eighty (80) working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the

subsequent hearing (76-3-615, MCA).

K. Subdivider's Preference for Mitigation. No later than ten (10) days before the meeting when the governing body is to consider the Planning Board's recommendation on the preliminary plat, the subdivider may submit in writing to the governing body comments on and responses to the Planning Board's recommendations. This document may include the subdivider's alternative proposals, if any, for mitigating the impacts identified in the Planning Board's recommendations. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA).

L. Governing Body Action. The governing body's decision to approve, conditionally approve, or deny a subdivision is based on the preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information that demonstrates the development of the subdivision meets the requirements of the Montana Subdivision and Platting Act and these Regulations. A governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or solely on compliance with a Growth Policy (76-1-605(2)(b), MCA).

The governing body shall issue written findings of fact that weigh the criteria as listed in Section 23-302 H. of this Article. The governing body shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate conditions to reasonably minimize those impacts (76-3-608(4), MCA).

In reviewing a subdivision and when requiring mitigation, the governing body may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (76-3-608(5)(a), MCA).

The governing body shall approve, conditionally approve or deny the preliminary plat within sixty (60) or eighty (80) working days of the submittal deadline and when the application was considered complete and sufficient. The governing body shall send the subdivider a letter within thirty (30) working days of its decision stating the reasons for the denial or enumerating the conditions which must be met to assure approval of the final plat along with written findings of fact (76-3-608(4), MCA).

M. Preliminary Plat Approval Period. The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body

may, at the request of the subdivider, extend its approval for mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing, dated, and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;

2. Progress to date in completing the subdivision as a whole and any phases;

3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;

4. Dependence of infrastructure development on the subdivision;

5. Duration of the requested extension;

6. Demonstrated ability of the subdivider to complete the subdivision;

7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

N. Appeal Process. A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided in Section 23-1105 of these Regulations and 76-3-625, MCA.

O. Final Plat. A final plat application shall be submitted for review and approval following the procedures outlined in Section 23-307 of this Article prior to the expiration of the preliminary plat approval period.

Section 23-303. First Minor Subdivisions from a Tract of Record.

Divisions of land creating five (5) or fewer lots from a tract of record that has not been

subdivided or created by a subdivision under the Montana Subdivision and Platting Act, or has not resulted from a tract of record that has had more than five parcels created from that tract of record under 76-3-201 or 76-3-207, MCA since ~~July 1, 1973~~ October 1 , 2003, shall be reviewed as first minor subdivisions from a tract of record, hereafter referred to as a "first minor" (76-3-609, MCA). The requirement of holding a public hearing does not apply to the first minor subdivision created from a tract of record (76-3-609(2)(d)(ii), MCA). ~~Unless the subdivision lies within an area that has adopted zoning regulations, the application must include a summary of the probable impacts of the proposed subdivision based on the criteria described in Section 23-303 H. of these Regulations (76-3-609(2)(c), MCA).~~

The first minor subdivision shall be reviewed by the governing body of the jurisdiction where the subdivision is located. A copy of the application shall also be provided to school district trustees (76-3-601(2)(b), MCA).

If the proposed subdivision lies partly within an incorporated city or town, the proposed plat must be submitted to and approved by both the city or town and county governing body (76-3 -601(2)(c), MCA).

When a proposed subdivision is also proposed to be annexed to any municipality, the subdivision review and annexation procedures will be coordinated to minimize duplications of hearings, reports, and other requirements when possible (76-3-601(2)(d), MCA).

A. **Pre-application Meeting.** The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than ~~twenty (20)~~ seven (7) working days and no earlier than one hundred and twenty (120) working days prior to submittal of a minor preliminary plat application for completeness review. At the time of request, the subdivider shall provide the Planning Director or designee with ~~ten (10)~~ electronic sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See ~~Appendix C~~ the online application for recommended pre-application sketch plan contents and other meeting recommendations.

   The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

   The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan

submitted.

B. Pre-application Completeness Review. One (1) month prior to a submittal deadline for minor preliminary plat applications, the subdivider shall submit one (1) electronic copy of ~~the application including the preliminary plat and supporting~~ documents to the Planning Director or designee for review accompanied by the applicable fee. After receipt of the ~~copy~~ copies the Planning Director or designee shall notify the subdivider within five (5) working days as to the completeness of the application. A complete application will include all those items listed ~~in Appendix D~~ online as "Preliminary Plat Requirements", where applicable, and any additional information identified at the pre-application meeting. If the Planning Director or designee determines the application complete, the subdivider may submit the application, plat and supporting documentation for sufficiency review. If the Planning Director or designee determines the application is incomplete, the subdivider must correct the deficiencies and resubmit the application.

C. Pre-application Sufficiency Review. Within fifteen (15) working days after notifying the applicant that the application is complete, the Planning Director or designee will determine that the information in the application is sufficient to allow for review of the proposed subdivision. If the Planning Director or designee determines the information is sufficient, the applicant will be notified that the complete and sufficient application may be submitted at the application submittal deadline. If the Planning Director or designee determines the information is insufficient, the subdivider must correct the deficiencies prior to the next submittal deadline or postpone submittal to a future submittal deadline.

D. First Minor Preliminary Plat Application Submittal.

1. **Required**. The subdivider shall submit to the Planning Director or designee, for review and recommendation, a preliminary plat of the proposed first minor subdivision, which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana as their respective licensing laws allow.

2. **Application submittal**. Complete and sufficient application for first minor preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first or fifteenth day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided ~~in Appendix E~~ online "Preliminary Plat Application" and must be accompanied by the required preliminary plat, supporting documents and applicable fee.

3. **Review period.** Upon receipt of a complete application, the governing body has thirty-five (35) working days to approve, conditionally approve, or deny the preliminary plat application. The review period may be extended upon written consent from the subdivider.

E. Preliminary Plat Contents and Submittal Copies.

1. **Content.** The preliminary plat shall clearly show the information listed ~~in Appendix D~~ online "Preliminary Plat Requirements."

2. **Copies.** The subdivider shall provide ~~the number of copies~~ one electronic copy of the preliminary plat ~~as determined by the Planning Director or designee~~. All plats shall be 24 inches by 36 inches in size or 11 inches by 17 inches in size as specified by the Planning Director or designee. One (1) electronic copy of ~~the plat shall be~~ all supporting documents shall be provided. ~~in either AutoCad ® or ArcGIS® format and one (1) copy shall be provided in .pdf, .jpg or .tif format.~~

F. Supporting Documentation.

1. **Required documents.** The supporting information shall include those documents listed ~~in Appendix G~~ online "Required Supporting Documents for First Minor Preliminary Plat Applications."

2. **Required copies.** The subdivider shall provide ~~the number of copies of the~~ one copy of each supporting documents as determined by the Planning Director or designee. All documents shall be typed and, in a format, specified by the Planning Director or designee.

G. Staff and Agency Review.

1. **Review procedure schedule.** Upon receipt of a complete and sufficient first minor preliminary plat application, the Planning Director or designee shall develop a schedule for the review period. The schedule shall include the dates, times and location of all key meetings and actions and the dates of all key deadlines.

2. **Submittal distribution.** Planning staff shall distribute the application to all affected City Departments, local, state, and federal agencies, school districts and public utilities for review, and include a copy of the review procedure schedule. These affected entities shall determine what effect the proposed subdivision may have on their ability to provide

services and submit recommendations for mitigation of those impacts. The affected entities shall respond to the Planning staff within approximately fifteen (15) working days. A public utility or agency review may notdelay the governing body's action on the plan beyond the thirty-five (35) working day review period. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the governing body (76-3-504(1)(i), MCA).

3. **Staff report.** Planning staff shall prepare a staff report and presentation for the governing body. A*n electronic* copy of the report shall be provided to the subdivider at least five (5) working days prior to the governing body meeting. The staff report shall provide a recommendation for approval, conditional approval or denial of the applications and draft findings of fact to justify the recommendation.

H. Governing Body Action. At a regularly scheduled meeting the governing body shall consider the following information in deciding whether to approve, conditionally approve, or deny a preliminary plat:

1. Unless the subdivision is proposed in an area that is zoned, the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety (76-3-608(3)(a), MCA); and

2. Compliance with:

    1. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608 (3)(b), MCA); and
    2. The provision of easements for the location and installation of any planned utilities (76-3-608(3)(c), MCA); and

    3. The provision of legal and physical access to each parcel within the subdivision (76-3 -608(3)(d), MCA); and

    4. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and

    5. Local zoning requirements; and

3. Consistency with the currently adopted Growth Policy, Transportation Plan, and the Active Transportation Plan ~~Heritage Trail Plan~~ (76-1-606, MCA); and

4. A summary of probable impacts prepared in accordance with Section 23-904 of these

Regulations.

5. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or solely on compliance with the Growth Policy (76-3-605(2)(b), MCA).

6. The governing body shall issue written findings of fact that weigh the criteria listed in this section. The governing body shall determine if there are any significant adverse impacts the subdivision may have based on its review of this information and formulate conditions to reasonably minimize those impacts (76-3-608(4), MCA).

7. In reviewing a subdivision and when requiring mitigation, the governing body may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (76-3-608(5)(a), MCA).

8. The governing body shall approve, conditionally approve or deny the preliminary plat within thirty-five (35) working days of the submittal deadline and when the application was considered complete and sufficient. The governing body shall send to the subdivider a letter within thirty (30) working days of its decision stating the reasons for the denial or enumerating the conditions which must be met to assure approval of the final plat, along with written findings of fact (76-3-608(4), MCA).

I. Preliminary Plat Approval Period. The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing, dated, and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;

2. Progress to date in completing the subdivision as a whole and any phases;

3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;

4. Dependence of infrastructure development on the subdivision;

5. Duration of the requested extension;

6. Demonstrated ability of the subdivider to complete the subdivision.

7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

J. Appeal Process. A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided in Section 23-1105 of these Regulations and 76 -3-625, MCA.

K. Final Plat. A final plat application shall be submitted for review and approval following the procedures outlined in Section 23-307 of this Article prior to the expiration of the preliminary plat approval period.

Section 23-304. Subsequent Minor Subdivisions.

Divisions of land creating five (5) or fewer lots that are not first minor subdivisions from a tract of record shall be reviewed as first minor subdivisions in accordance with Section 23-303 of this Article (76-3-609(4), MCA). The subsequent minor subdivision will be reviewed by the governing body where the jurisdiction in which it is located. A copy of the application shall also be provided to school district trustees (76-3-601(2)(b), MCA).

Section 23-305. Subdivisions Qualifying for ~~Expedited~~ Abbreviated Review.

A. Eligibility. Subdivisions, hereafter referred to as "~~expedited~~ abbreviated review plats" containing one (1) or two (2) parcels are eligible for ~~expedited~~ abbreviated review when:

1. They meet the definition of a first minor subdivision from a tract of record; and

2. Legal and physical access to all lots is provided; and

3. No land in the subdivision will be dedicated to public use for parks or playgrounds; and

4. The plat has been approved by the Montana Department of Environmental Quality or County Environmental Health whenever approval is required or the plat has been approved by the City of Billings Public Works Department for sanitary water, sewer and storm water facilities~~2~~; and

5. No public improvements are required.

If the proposed subdivision lies partly within an incorporated city or town, the proposed plat must be submitted to and approved by both the city or town and county governing body (76-3-601(2)(c), MCA).

When a proposed subdivision is also proposed to be annexed to any municipality, the subdivision review and annexation procedures will be coordinated to minimize duplications of hearings, reports, and other requirements when possible (76-3-601 (2)(d), MCA).

~~2 If MDEQ or County Health approval has not yet been obtained, the applicant may submit a checkprint for review and approval to the Planning Department. The applicant may submit the checkprint approval to MDEQ or County Health as required as proof of preliminary plat approval. Proof of MDEQ or County Health approval must be submitted with the final plat and supplemental documents prior to recording the final plat.~~

B. Pre-application Meeting. The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than twenty (20) working days and no earlier than one hundred and twenty (120) working days prior to final plat submittal. At the time of request, the subdivider shall provide the Planning Director or designee with ~~ten (10)~~ *electronically submitted* sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See Appendix C for recommended pre-application sketch plan contents and other meeting recommendations.

The Planning Director or designee will schedule the pre-application meeting to occur with fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

C. ~~Expedited~~ Abbreviated Review Plat Application Submittal.

1. **Required.** The subdivider shall submit to the Planning Director or designee, for review and recommendation, a final plat of the proposed minor subdivision, which conforms to the requirements of Section 23-307 of this Article. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.

2. **Checkprint.** Prior to submitting the final plat on mylar, a subdivider must submit ~~four (4) copies~~ *electronic copies* of a final plat application, ~~four (4) paper prints of the final plat, four (4)~~ *electronic* draft copies of the supporting documents and one (1) copy of the survey closure calculations to the Planning Director or designee for review. The *electronic* final plat application form is provided *online* "Final Plat Application" and the form and content of the checkprint and the supporting documents are described ~~in Appendix J~~ *online* "Final Plat Requirements". The final plat review fee and the subdivision title commitment or title report are also required at this stage.~~One (1) copy~~ *Reviewing departments shall be notified of and provided electronic copies* of the checkprint, supporting documents and survey closure calculations *have been submitted.* ~~shall be forwarded to~~ City Public Works ~~Department for their review and comment. One (1) copy of the checkprint and supporting documents shall be forwarded to the~~ Billings Fire Department, *City Legal, County Treasurer and County Clerk and Reorder shall be asked* for ~~their~~ review and comment. ~~Both departments~~ *These reviewers* shall notify Planning staff of any changes required to conform to the local regulations and state law within ten (10) working days after receipt of the checkprint. Planning staff shall notify the subdivider no later than fifteen (15) working days after receipt of the checkprint of any changes required. A red-lined copy of the checkprint shall be returned to the subdivider along with the reviewer's comments. ~~If the checkprint is approved by all reviewing departments, the Planning staff shall provide a letter to the County Health Department or the Montana Department of Environmental Quality stating that the plat has been reviewed and is recommended for approval. This letter shall be submitted by~~

~~the applicant along with their application for sanitary facility approval as proof that the proposed plat has been reviewed and approved.~~

~~9~~

3. **Application submittal.** Application for ~~expedited~~ *abbreviated* plat approval shall be submitted to the Planning Director or designee on or before 3:00 p.m. at least twenty-five (25) working days prior to the date of the City Council memo deadline. The *electronic* application form is provided ~~in Appendix H~~ *online* "~~Expedited~~ *Abbreviated* Final Plat Application" and must be accompanied by the required final plat, supporting documents and applicable fee.

D. Final Plat and Supporting Documents Contents and Submittal Copies. The subdivider shall submit one (1) electronic copy ~~in either AutoCad ® or ArcGIS ® format and one (1) copy in .pdf, .jpg or .tif format~~. The subdivider must also submit two (2) signed mylar originals of the final plat. The form and content of final plat is provided ~~in Appendix J~~ *online* "Final Plat Requirements." The final plat must be accompanied by a complete ~~expedited~~ *abbreviated* review plat application form as provided ~~in Appendix H~~ *online* "~~Expedited~~ *Abbreviated* Final Plat Application", a subdivision title commitment or title guarantee prepared within the previous six (6) months, all supporting documents and the required review fee.

E. Review Procedure. Planning staff shall route the application, final plat and supporting documents to the appropriate departments and officials for their signatures within sufficient time to assure the documents are placed on the first available agenda of the governing body for their consideration and authorized signatures.

F. Governing Body Action. At a regularly scheduled meeting, the governing body shall consider the following information in deciding whether to approve or deny a final plat:

1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety (76-3-608 (3)(a), MCA); and

2. Compliance with:

    a. The Montana Subdivisions and Platting Act (76-3-101 et seq., MCA) (76-3-608 (3)(b), MCA); and

    b. The provision of easements for the location and installation of any planned utilities(76-3-608(3)(c), MCA); and

c. The provision of legal and physical access to each parcel within the subdivision
d. (76-3-608(3)(d), MCA); and

e. The required notation of that access on the applicable plat and any instrument of transfer concerning the parcel (76-3-608(3)(d), MCA); and

f. Local zoning requirements; and

3. Consistency with the adopted Growth Policy, Transportation Plan, and the Heritage Trail Plan. (MCA 76-1-606).

4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (76-3-608(5)(b), MCA). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services, or based solely on parcels within the subdivision having been designated as wildland-urban interface parcels under 76-13-145, MCA (76-3-608(1), MCA), or based solely on compliance with the Growth Policy (76-3-605(2)(b), MCA).

5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (76-3-608(4), MCA).

G. Approval Period. Final plat approval shall be in force not more than twelve (12) months from the date of the governing body's approval. At the end of the period the governing body may, at the request of the subdivider, after review and recommendation of the Planning Board, extend its approval for no more than twelve (12) months.

After all required signatures have been obtained; the plat shall be recorded with the County Clerk and Recorder within the twelve (12) months of the date of approval.

Section 4. Sections 23-306 and 23-307 BMCC are re-number Section 23-308 and 27-309, respectively, and new Sections 23-306 and 23-307 shall read as follows:

Section 23-306. Expedited Review for Certain Subdivisions.

A. Eligibility. Subdivisions, hereafter referred to as "expedited review plats" as defined in MCA 76-3-623

1. Requested by applicant; and

2. Within an incorporated city and is subject to an adopted growth policy and adopted zoning regulations; and

3. Complies entirely with locally adopted zoning regulations; and

4. Complies entirely with the design standards and all other requirements of these regulations; and

5. Includes in its proposal plans for on-site development or extension of public infrastructure in accordance with locally adopted ordinances and regulations.

B. Expedited Review Plat Application Submittal.

1. **Pre-application Meeting.** The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than seven (7) working days and no earlier than one hundred and twenty (120) working days prior to submittal of a major preliminary plat application for completeness review.

   At the time of request, the subdivider shall provide the Planning Director or designee with electronically submitted sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See online 'Pre-application application' for recommended pre-application sketch plan contents and other meeting recommendations.

   The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

   The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

2. **Pre-application Completeness Review.** One (1) month prior to submittal deadline for major preliminary plat applications, the subdivider shall submit one electronic copy of the entire application including the preliminary plat and completed supporting documents to the Planning Director or designee for review accompanied by the applicable fee. After receipt of the electronic copy the Planning Director or designee shall notify the subdivider within five (5) working days as to the completeness of the application. An application complete in its entirety will include all those items listed online "Preliminary Plat Requirements", where applicable, and any additional information identified at the pre-application meeting. If the Planning Director or designee determines the application complete, the subdivider may submit the application, plat and supporting documentation for sufficiency review. If the Planning Director or designee determines the application is incomplete, the subdivider must correct the deficiencies and resubmit the application.

3. **Pre-application Sufficiency Review.** Within fifteen (15) working days after notifying the applicant that the application is complete, the Planning Director or designee will determine that the information in the application is sufficient to allow for review of the proposed subdivision. If the Planning Director or designee determines the information is sufficient, the applicant will be notified that the complete and sufficient application may be submitted at the application submittal deadline. If the Planning Director or designee determines the information is insufficient, the subdivider must correct the deficiencies prior to the next submittal deadline or postpone submittal to a future submittal deadline.

4. **Department plat review meeting.** Upon completeness and sufficiency review, Planning staff shall arrange a department plat review meeting to publicly review comments from the affected entities and inform the subdivider of revisions or additions required to bring the application into compliance with local regulations and state law. The subdivider and their representative are required to attend the department plat review meeting and shall be given a copy of all comments received to date from the affected entities.

C. Preliminary Plat Expedited Application Submittal.

1. **Required**. The subdivider shall submit to the Planning Director or designee, for review and recommendation, a preliminary plat of the proposed major subdivision, which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.

2. **Application submittal**. Complete and sufficient application for major preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided on line "Preliminary Plat Application" and must be accompanied by the required preliminary plat, and supporting documents and applicable fee.

3. **Review period.** Upon receipt of a complete and sufficient application, the governing body's designee has thirty-five (35) working days to hold a public hearing. Subsequently, the Governing Body must approve, conditionally approve, or deny the preliminary plat application within thirty-five (35) working days. The review period may be extended upon written consent from the subdivider one time up to one hundred and eighty (180) calendar days.

D. Preliminary Plat Contents and Submittal Copies.

1. **Content.** The preliminary plat shall clearly show the information listed online "Preliminary Plat Requirements."

2. **Copies.** The subdivider shall provide one electronic copy of all the required documents for the preliminary plat to the Planning Director or designee. All plats shall be 24 inch by 36-inch size and/or 11 inch by 17-inch size as specified by the Planning Director or designee.

E. Supporting Documentation.

1. **Required documents.** The supporting information shall include those documents listed online "Required Supporting Documents for Major Preliminary Plat Applications."

2. **Required copies.** The subdivider shall provide one electronic copy of the supporting documents to the Planning Director or designee. All documents shall be typed and, in a format, specified by the Planning Director or designee.

F. Planning Board Review

1. **Hearing notice.** The Planning Board shall hold a public hearing on all major preliminary plat applications. Planning staff shall place a notice in a newspaper of general circulation in the County not less than fifteen (15) days prior to the date of a public hearing. The Planning staff shall also notify the subdivider and each property

owner of record, and each purchaser under contract for deed of property immediately adjoining land included in the plat by certified mail not less than fifteen (15) days prior to the date of hearing (76-3-605(3), MCA).

2. **Staff report.** Planning staff shall prepare staff reports and presentations for the Planning Board plat review meeting and public hearing. A copy of each staff report shall be provided electronically to the subdivider at least five (5) working days prior to the Board or governing body meeting. Each staff report shall provide a recommendation for approval, conditional approval or denial of the application and draft findings of fact as basis for the recommendation. The Planning staff shall also prepare a report forwarding the recommendation of the Planning Board to the governing body including the Board's recommendation for approval, conditional approval or denial of the applications and draft findings of fact as basis for the recommendation.

3. **Public Hearing.** The Planning Board shall conduct the public hearing and consider all relevant evidence as related to the proposed plat before preparing its written findings of fact and recommendation to the governing body. The subdivider or their agent shall be given the opportunity to object to any testimony given. The subdivider shall be allowed to submit in writing his or her own proposed findings of fact to the Board and the governing body following the hearing.

4. The relevant evidence considered at the public hearing on the preliminary plat shall include the criteria listed above in Section H. of this Article.

5. After holding the public hearing and reviewing the evidence concerning the plat, the Planning Board shall submit its recommendations to the governing body to approve, conditionally approve or deny the major preliminary plat in writing no later than ten (10) days after the public hearing (76-3-605(4), MCA).

G. Governing Body Action. The governing body's decision to approve or conditionally approve a subdivision is based on the preliminary plat application, public hearing, Planning Board recommendations, or additional information that demonstrates the development of the subdivision meets the requirements of the Montana Subdivision and Platting Act and these Regulations, local zoning ordinances, subdivision design standards and regulations, and all other adopted City of Billings regulations.

In reviewing a subdivision and when requiring mitigation, the governing body may only place conditions to ensure an approved subdivision application is completed in accordance with the applicable local requirements or survey requirements pursuant to Title 76 Chapter 4 of the Montana Subdivision and Platting Act.

The governing body shall approve, conditionally approve the preliminary plat within thirty-five (35) working days of the submittal deadline and when the application was considered complete and sufficient.

H. Preliminary Plat Approval Period. The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period the governing body may, at the request of the subdivider, extend its approval for mutually agreed-upon period of time. Any mutually agreed-upon extension must be in writing, dated and signed by the governing body and the subdivider or subdivider's agent. The governing body may issue more than one extension.

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;

2. Progress to date in completing the subdivision as a whole and any phases;

3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;

4. Dependence of infrastructure development on the subdivision;

5. Duration of the requested extension;

6. Demonstrated ability of the subdivider to complete the subdivision;

7. Such other factors or criteria as deemed material in the discretion of the governing body.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA).

I. Appeal Process. A decision of the governing body regarding a proposed subdivision may be appealed to the district court, as provided in Section 23-1105 of these Regulations and 76 -3-625, MCA.

J. Final Plat. A final plat application shall be submitted for review and approval following the procedures outlined in Section 23-307 of this Article prior to the expiration of the preliminary plat approval period.

Section 23-307 Minor Subdivisions Qualifying for Administrative Review

A. Eligibility. Subdivisions, hereafter referred to as "administrative review plats" are eligible for administrative-review when:

1. They meet the definition of a first minor subdivision from a tract of record or a subsequent minor subdivision from a tract of record; and

2. Legal and physical access to all lots is provided; and

3. Complies entirely with locally adopted zoning regulations; and

4. Complies entirely with the design standards and all other requirements of these regulations; and

5. Does not require a variance to any subdivision regulations

B. Administrative Review Plat Application Submittal.

1. **Pre-application Meeting.** The purpose of the pre-application meeting is to provide the subdivider with requirements of local subdivision regulations and the Montana Subdivision and Platting Act. A pre-application meeting must be requested no later than seven (7) working days and no earlier than one hundred and twenty (120) working days prior to submittal of a major preliminary plat application for completeness review.

   At the time of request, the subdivider shall provide the Planning Director or designee with electronically submitted sketch plans of the proposed subdivision for review and discussion. The sketch plan should be legibly drawn to scale no greater than 1 inch = 400 feet (1:4,800), showing in simple form the layout of proposed features in relation to existing conditions. The sketch plan may be a freehand sketch made directly on a print of a topographic map. See online 'Pre-application application' for recommended pre-application sketch plan contents and other meeting recommendations.

2. The Planning Director or designee will schedule the pre-application meeting to occur within fifteen (15) working days of the receipt of the sketch plan, and shall notify the subdivider and any affected City Departments of the time and place of the meeting.

3. The pre-application meeting shall not constitute approval of a preliminary or final plat. Rather, it shall be deemed an expression of general acceptance of the sketch plan submitted.

C. Administrative Review Plat Review.

1. Required. The subdivider shall submit to the Planning Director or designee, for review and recommendation, a preliminary plat of the proposed minor subdivision, which conforms to the requirements of these Regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana, as their respective licensing laws allow.

2. Application submittal. Complete and sufficient application for minor preliminary plat approval shall be made to the Planning Director or designee on or before 3:00 p.m. of the first day of any given month. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day by 3:00 p.m. The application form is provided online "Preliminary Plat Application" and must be accompanied by the required preliminary plat, and supporting documents and applicable fee.

3. Review period. Upon receipt of a complete and sufficient application, the Planning Director or designee has thirty (30) working days to approve, conditionally approve, or deny the preliminary plat application. Subsequently, upon receipt of a complete and sufficient application, the governing body's designee must notify, by first-class mail, each property owner of record whose property is immediately adjoining the land included in the preliminary plat and each purchaser under contract for deed of property immediately adjoining the land included in the Preliminary Plat.

D. Appeal.

If, and only if, a party identified in Section 23-307.C.3 of this article objects to the Planning Director or designee's decision to approve, conditionally approve, or deny an administrative minor subdivision, the party may request in writing that the subdivision administrator forward the application on to the governing body. The governing body shall sustain the subdivision administrator's decision based on the record as a whole unless the decision was arbitrary, capricious, or unlawful. The governing body has 15 working days from the receipt

of the request to review a decision to approve, conditionally approve, or deny the administrative minor subdivision and make a final determination.

Section 5. Sections 23-306 and 23-307 BMCC are re-numbered 23-308 and 23-309 and amended so that such section shall read as follows:

Section 23-~~306~~*308*. Amended Plats.

A. Required. A division of lots within a platted subdivision filed with the County Clerk and Recorder that results in an increase in the number of lots, or that redesigns or rearranges six (6) or more lots must be reviewed and approved by the governing body and an amended plat must be filed with the County Clerk and Recorder (76-3-207(2)(a), MCA).

B. Eligibility. Amended plats shall be processed as first minor subdivisions, as described in Section 23-303, if they meet the following criteria:

1. Legal and physical access to all lots is provided; and

2. No land in the subdivision will be dedicated to public use for parks or playgrounds; and

3. The plat has been approved by the Montana Department of Environmental Quality or County Environmental Health whenever approval is required or the plat has been approved by the City of Billings for sanitary water, sewer and stormwater facilities or no public improvements are required; and

4. The amended plat creates no more than five additional lots.

Amended plats not meeting these criteria shall be reviewed as major subdivisions.

C. Form and Content. An amended plat shall be entitled "Amended Plat" and follow the form and content shown in Appendix D "Preliminary Plat Requirements."

Section 23-~~307~~309. Final Plat Submittal Requirements.

A. Required. After receiving a preliminary plat approval for a major, first minor or subsequent minor, the subdivider may submit a final plat of the proposed subdivision as required by this Article. The final plat shall incorporate all required conditions and changes and conform to the approved preliminary plat and this Section.

B. Checkprint. Prior to submitting the final plat on mylar, a subdivider must submit ~~four (4)~~ electronic copies of a final plat application, ~~four (4)~~ paper prints of the final plat, ~~four (4)~~ draft copies of the supporting documents and ~~one (1)~~ a copy of the survey closure calculations to the Planning Director or designee for review. The final plat application form is provided ~~in Appendix I~~ online "Final Plat Application" and the form and content of the checkprint and the supporting documents are described ~~in Appendix J~~ online "Final Plat Requirements". The final plat review fee and the subdivision title commitment or title report are also required at this stage. The Planning Director or designee may require additional documentation to ascertain whether the conditions of preliminary plat approval have been met.

~~One (1) copy of the checkprint, supporting documents and survey closure calculations shall be forwarded to City Public Works Department for their review and comment. One (1) copy of the checkprint and supporting documents shall be forwarded to the Billings Fire Department for their review and comment.~~ *Copies of submitted documents will be available to reviewers electronically.* ~~Both~~ *Reviewing* departments shall notify Planning staff of any changes required to conform to the conditions of final plat approval or local regulations and state law within ten (10) working days after receipt of the checkprint.

Planning staff shall notify the subdivider no later than fifteen (15) working days after receipt of the checkprint of any changes required. A red-lined copy of the checkprint shall be returned to the subdivider along with the reviewer's comments.

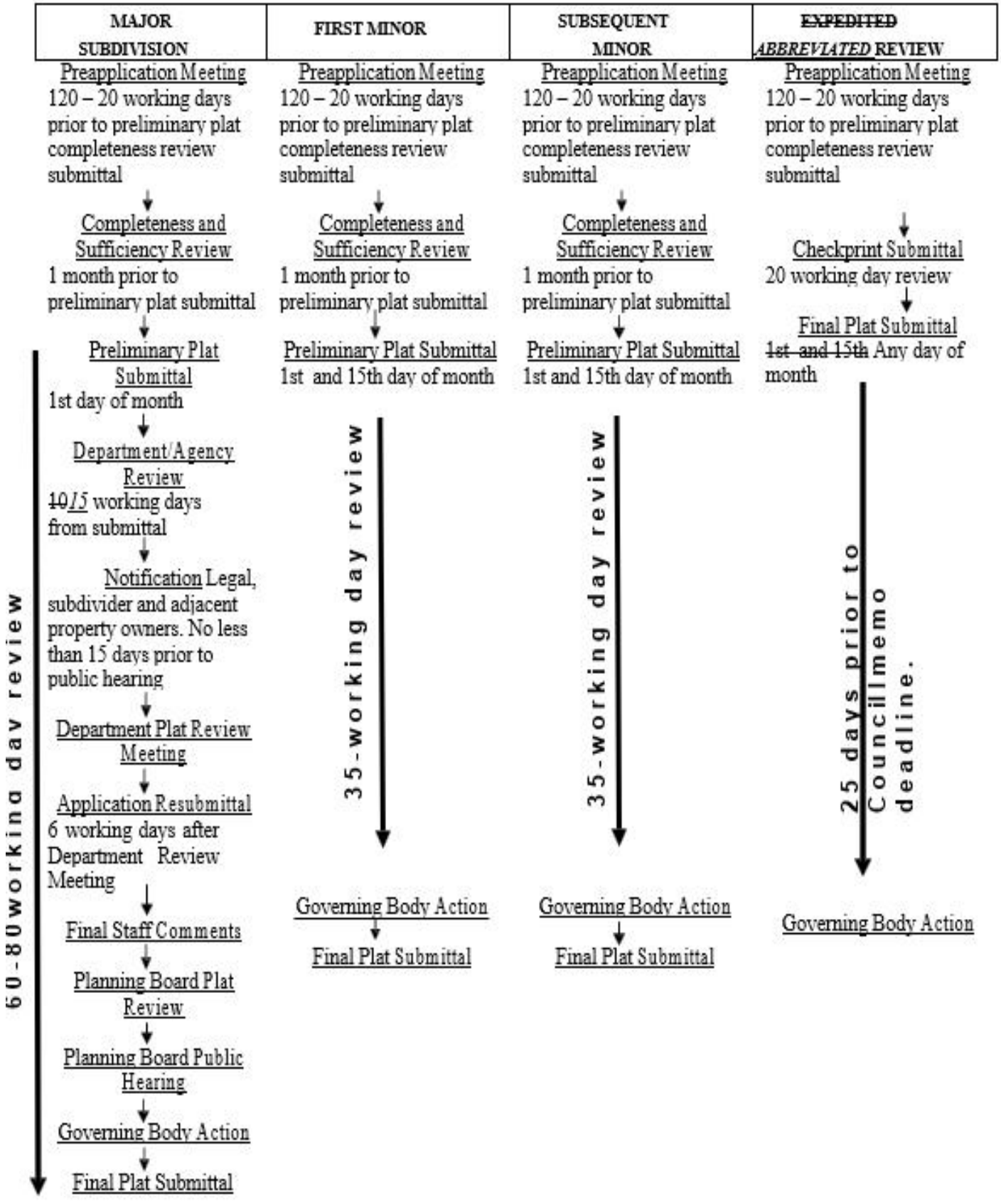
C. Final Mylar Submittal. Application for final plat approval shall be submitted to the Planning Director or designee on or before 3:00 p.m. at least twenty-five (25) working days prior to the City Council memo deadline. The subdivider shall submit one (1) electronic copy. ~~in either AutoCad ® or ArcGIS ® format and one (1) copy in .pdf, .jpg or .tif format.~~ The subdivider must also submit two (2) signed mylar originals of the final plat. The form and content of final plat is provided ~~in Appendix J~~ online "Final Plat-Requirements." The final plats must be accompanied by a complete final plat application form as provided ~~in Appendix I~~ online "Final Plat Application", a subdivision title commitment or title guarantee prepared within the previous six (6) months, all supporting documents and the required review fee.

D. Review Procedure. Planning staff shall route the application, final plat and supporting documents to the appropriate departments and officials for their signatures within sufficient time to assure the documents are placed on the first available agenda of the governing body for their consideration and authorized signatures.

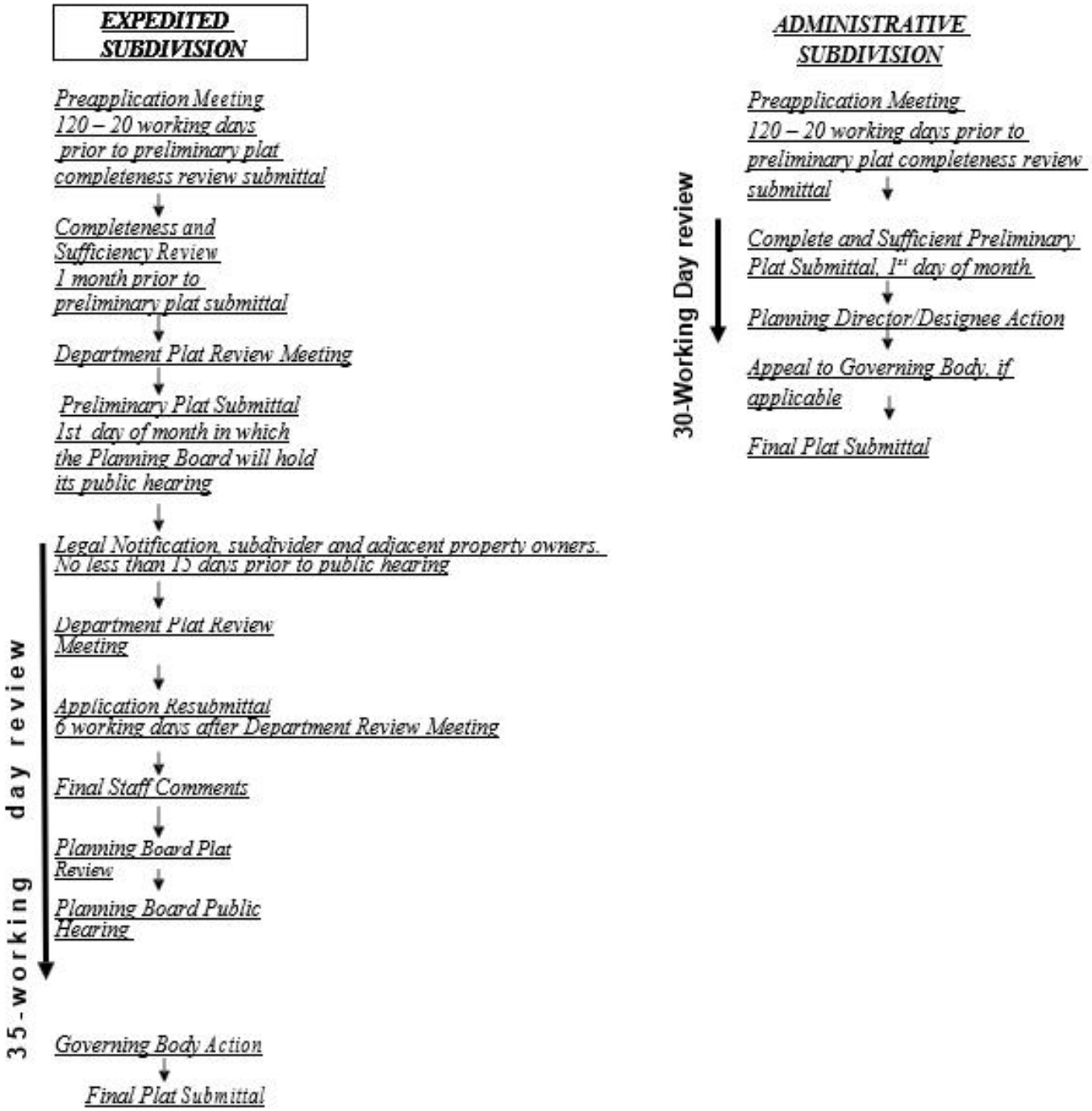
E. Approval Period. Final plat approval shall be in force not more than twelve (12) months from the date of the governing body's approval. At the end of the period the governing body may, at the request of the subdivider, after review and recommendation of the Planning Board, extend its approval for no more than twelve (12) months.

After all required signatures have been obtained; the plat shall be recorded with the County Clerk and Recorder within the twelve (12) months of the date of approval.

Section 23-~~308~~309. Flowchart of Subdivision Procedures.



Section 23-~~308~~309. Flowchart of Subdivision Procedures. *Continued*



Section 6. That Section 23-402 through Section 23-413 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-402. Conformance with Zoning.
In addition to the standards outlined in this Article, the design and development of a subdivision must conform to any applicable zoning regulations as found in the ~~Unified~~ Zoning Regulations (Article 27, BMCC).

Section 23-403. Improvement Design.
Engineering and survey plans, specifications, and reports required in connection with public improvements and other elements of the subdivision required by the governing body must be prepared by a professional engineer or professional land surveyor as their respective licensing laws allow in accordance with the Montana Subdivision and Platting Act (MSPA) and these Regulations. ~~All traffic impact studies must be prepared and stamped by a Professional Traffic Operations Engineer (PTOE).~~ Subdivisions must meet the current Access Management Plan adopted by the City.

Section 23-404. Lots.

A. Regulation of Lots: Each lot must contain a building site that can be designed to meet applicable building codes, site development standards, driveway slope standards, and zoning requirements of the ~~Unified~~ Zoning Regulations.

B. Dimensions, Orientation and Topography: The lot size, depth, shape and orientation shall be appropriate for the location, contemplated use of the subdivision and the zoning of the property. Flag lots shall be ~~discouraged~~ *prohibited* except in cases where ~~they are necessary due to topography or other physical constraints on the property~~ *zoning districts allow flag lots.*

Slopes of more than 25% are excessive for building sites and shall be subject to a geotechnical analysis. Areas within the subdivision with a slope of 25% or greater shall be identified on the face of the preliminary and final plats.

C. Frontage: Residential lots shall ~~have a~~ *provide the* minimum *lot width as required by the existing or proposed zone, as defined in BMCC 27-300 and shall be* ~~of thirty-two (32) feet of frontage~~ on a public right of way or private easement. Lots in commercial and industrial subdivisions shall have a minimum lot width, as defined in BMCC 27-400, ~~frontage of forty-four (44) feet~~ on a public right of way or private easement, or through a reciprocal access easement.

D. Division by Rights-of-Way: No single lot may be divided by a public road, alley, or access easement.

E. Corner Lots: Design of corner lots must meet the following requirements:

1. Corner lots must be of sufficient size to provide a building site while meeting the clear vision requirements specified in Section 27-618 of the ~~Unified~~ Zoning Regulations.

2. All residential corner lots adjacent to a street identified as a Principal or Minor Arterial must have vehicular access only to an internal street in the subdivision identified as a Collector or Residential street.

F. Double Frontage Lots: Double frontage lots (See Figure 23.200.1.) are allowable where they are necessary due to topography and when a one (1) foot wide no-access easement is provided for separation of residential development from railroad or street rights-of-way.

1. Residential Areas: For any residential subdivision where an Arterial street abuts or runs through any portion of the subdivision, the subdivision plan shall provide ~~lots to back onto the arterial street~~ *for the rear lot line to be adjacent to the arterial street* and provide a one (1) foot wide no-access easement to prevent vehicle access to the arterial street.

2. Commercial Areas: For any commercial subdivision where an Arterial street abuts or runs through any portion of the subdivision, the subdivision plan shall provide for shared accesses to the arterial street or access via internal roads with a one (1) foot wide no-access easement to prevent uncontrolled vehicle access to the Arterial street.

Section 23-405. Blocks.

A. Size and Orientation Blocks: Block Length, Section, and Perimeter shall be provided in accordance with Table 23-405.1

Zone District	***Block Length***			***Block Perimeter***		***Block Section***	
	Max.	***Min.***	***Preferred***	***Max.***	***Preferred***	***Max.***	***Preferred***
N1/NX1	*780'*	*160'*	*600'*	*1,900'*	*1,480'*	*797'*	*622'*
N2	*950'*	*160'*	*720'*	*2,200'*	*1,700'*	*960'*	*740'*
N3	*1,000'*	*200'*	*780'*	*2,400'*	*1,900'*	*1,029'*	*806'*
NX2/NX3	*700'*	*100'*	*500'*	*1,200'*	*800'*	*708'*	*510'*
RMH	*750'*	*200'*	*570'*	*2,000'*	*1,600'*	*777'*	*605'*
NO/NMU	*780'*	*160'*	*600'*	*1,900'*	*1,480'*	*797'*	*622'*
CMU1	*700'*	*160'*	*500'*	*1,900'*	*1,400'*	*720'*	*525'*
CMU2	*1,400'*	*300'*	*700'*	*4,200'*	*2,800'*	*1,432'*	*762'*
CX	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
I1	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
I2	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
EBURD/CBD/DX	*600'*	*300'*	*160'*	*1,800'*	*1,200'*	*622'*	*340'*
Public 1-3	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*

TABLE 23-405.1 REQUIRED BLOCK DESIGN

~~Length, width and shape of blocks shall be determined with consideration of the following:~~

~~1. Provision of adequate building sites suitable to the needs of the type of use contemplated;~~

~~2. Needs for convenient and necessary access, circulation, traffic control and traffic safety, and public safety;~~

~~3. Limitations or opportunities created by the topography.~~

~~4. The block face requirements are:~~

~~a. Maximum Block Face Length: For CMU districts the maximum block face length shall be no more than 660 feet in length. For all districts other than CMU, maximum block face length shall be no more than eight hundred (800) feet.~~

~~b. Maximum Block Perimeter: The maximum perimeter of any block shall be 2,200 feet.~~

~~c. Connectivity: Streets shall connect and continue existing or planned streets from adjoining areas. Block faces at the maximum length above require pedestrian access at mid-block points to ensure walkability. Pedestrian access or walkways may be incorporated as a dedicated alley or as an easement between lots.~~

1. Block Length means the measurement along the property lines of all lots that share

the same street frontage until another street intersects (see Figure 23-405.2.). A block length continues until the street frontage changes from one cardinal direction to another.

2. Block Perimeter means the aggregated measurement along all perimeter property lines contained within a Block (see Figure 23-405.3.).

    a. Block Perimeter excludes portions of lots along a project boundary where connections cannot be made because of physical obstacles, such as prior platting of property, existing structures or other barriers, steep slopes, wetlands and other water bodies, railroad and utility rights-of-way, existing highway rights-of-way, and parks and dedicated open space (see Figure 23-405.4.).

3. Block Section measures the greatest straight-line distance between any two points around the perimeter of an area enclosed by streets (see Figure 23-405.5.).

4. Block Length and Block Perimeter preferred measurements are not minimums. Less than the preferred measurement is also acceptable if the design enhances the connectivity of the subdivision.

5. Breaks in Block Length or Block Section such as, a dedicated pedestrian right-of-way of at least 30 feet in width, or a dedicated public park or open space area with at least 30 feet of street frontage (see Figure 23-405.6.) can substitute for an intersecting street. Alleys and similar service corridors will not count as a break in the block perimeter.

6. When designing new roads and streets, curvilinear~~, serpentine and spirograph~~ streets are ~~discouraged and should only be used when a PTOE recommends the design as a traffic calming measure that is warranted or when the topography otherwise prohibits grid street layout~~ still required to follow the basic block layout as outlined in Section 23-405.

7. When Block Lengths exceed 500 feet, traffic calming shall be included in the design.

Figure 23-405.2. Block Length

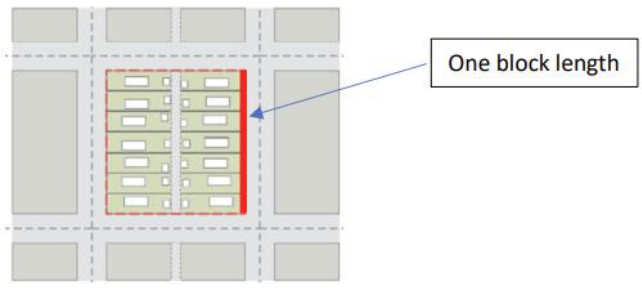


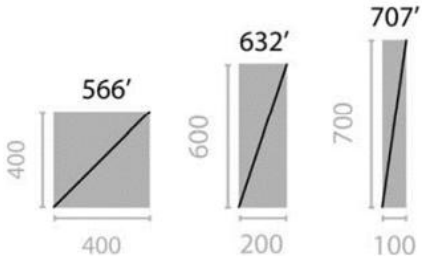
Figure 23-405.3. Block Perimeter



Figure 23-405.4. Block Obstructions



Figure 23-405.5. Block Section



B. Rights-Of-Way for Internal Non-motorized Connections: Public rights-of-way for internal non-motorized connections within blocks will be required ~~when essential~~ to provide circulation or safe access to schools, playgrounds, shopping, transportation and other community facilities. Pathways shall also be installed at the end of cul-de-sacs. ~~where deemed appropriate~~.

C. Block Numbering: All blocks shall be identified with Arabic numerals.

Section 23-406. Streets and Roads.

A. Streets and Roads, General: The arrangement, type, extent, width, grade, and location of all streets shall conform to any adopted area plans including, but not limited to, the Growth Policy and Transportation Plan, and must be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by them.

1. Relation to Undeveloped Areas: When a proposed subdivision adjoins undeveloped land, streets within the proposed subdivision shall be arranged to allow access to the adjoining undeveloped land *this may require multiple connections to multiple adjacent undeveloped parcels. The maximum distance between connections to undeveloped lands shall no exceed 600 feet.* Streets within the proposed subdivision shall be constructed to the boundary lines of the tract to be developed, unless prevented by topography or other physical conditions *or granted by a variance. A variance may not be requested to eliminate connectivity to any street proposed on the most recently adopted Functional Classification Map*.

2. Relation to Developed Areas: The subdivider shall arrange the streets to provide for the continuation of streets between adjacent developed properties ~~when such continuation is necessary for the convenient movement of traffic~~, *to provide* effective provision of emergency services and efficient provision of utilities. Such provision may be waived ~~where the adjacent land use is incompatible with the proposed subdivision, or~~ when prevented by topography or other physical conditions.

3. Separation of Through and Local Traffic: Whenever a subdivision abuts or contains an existing or proposed highway, Arterial street or Collector street, the subdivider may be required, as a condition of approval, to provide frontage roads, reverse frontage lots with a no-access strip preventing access along the rear property lines, planting or fencing screens, shared accesses, or other treatment as may be necessary to adequately protect residential properties and to separate through and local traffic.

5. Second Access: To facilitate traffic movement, the provision of emergency services, and the placement of utilities, all major subdivisions and subsequent minor subdivisions shall provide at least two means of vehicular access built to the standards of this Chapter and designed to ensure public health and safety.

    a. Exceptions to the requirement to provide at least two means of vehicular access may be made for major and subsequent minor subdivisions that meet all of the following criteria:

1. Access is provided by a cul-de-sac with an approved turnaround that is ~~600~~ *1000* feet or less in length; and
2. The subject cul-de-sac is served by a local, collector, or arterial street that is not classified as a dead-end street; and
3. The subject cul-de-sac serves no more than 20 lots, and no more than 30 dwelling units, when residential development is proposed.

b. Provision of a second means of vehicular access may be required for any subdivision when deemed necessary for public health, safety or welfare.

c. When not otherwise exempt, if a second means of vehicular access built to City street standards cannot be provided for reasons of topography or other physical conditions, the subdivider shall provide an emergency access road, built to the standards detailed in Section 23-413 of these Regulations.

d. Variance requirement in relation to Emergency Access Roads (EAR).

1. If a full city standard access road is required, and the developer proposes to build an EAR, a variance shall be required showing the hardship encountered.

6. Dead-end Roads: Dead-end access roads or driveways in excess of one hundred fifty (150) feet shall not be permitted without an approved turn around at the terminus. Where streets terminate, the subdivider shall provide a "cul-de-sac" or "hammerhead- T" turnaround conforming to the design standards outlined in Figure 23.406.A.1. The maximum allowable length of a dead-end road is ~~six hundred (600)~~ *one thousand (1000)* feet. In cases where a dead-end road may be extended in the future, a right-of-way easement or dedication ~~may~~ *will* be required to be provided.

13. Sight distance: The alignment of all streets and roads must provide adequate sight distances in accordance with Section 27-1802 H, Visibility at Intersections, Billings Zoning Code. ~~the most current American Association of State Highway and Transportation Officials (AASHTO) Manual guidelines. Intersections must be designed to provide adequate visibility for traffic safety based on the designed operating speeds of the intersecting roadways.~~

15. Street/Road Names and Lot Addresses: New streets/roads aligned with existing streets/roads shall have the same name as the existing street/road. All new street names and lot addresses shall be approved by the ~~City Fire Department~~ *City GIS / Land Management*

prior to final plat approval in order to avoid duplication and confusion with names of existing roads.

17. Central Mail Delivery: When required by the United States Postal Service, the developer shall provide a cluster/gang mailbox area for mail delivery. All access provided to these mail delivery systems shall be ADA compliant.

B. Streets and Roads Design and Improvement Standards:

3. Plans and Specifications approval: Plans and specifications for all streets shall be provided to and approved by ~~the~~ City Engineer*ing*. The subdivider shall provide professional engineering services for construction inspections, and post-construction certifications. The plans and specifications shall be approved by the City Engineer prior to initiation of any street improvement construction. In addition, a copy of the road plans and specifications for any emergency access roads shall be reviewed and approved by the City Fire Department prior to construction.

4. Traffic ~~Accessibility~~ Impact Study: ~~Prior to the City Council's action on~~ At the time of preliminary plat submittal, a traffic ~~accessibility~~ impact study shall be prepared and stamped by a Professional Engineer and approved by the City Engineer for any new residential, institutional, commercial or industrial subdivision or development which will generate one thousand (1,000) or more vehicular trips per day or 100 peak-hour trips, as referenced in the Trip Generation Report of the Institute of Transportation Engineers. The Professional Engineer shall certify "that the Traffic Impact Study has been prepared by me or under my immediate supervision and that I have experience and training in the field of traffic and transportation engineering." The report shall be stamped by a Professional Traffic Operations Engineer for five thousand (5,000) or more vehicle trips per day.

   The traffic generation threshold shall apply to any development or cumulative phases of development.

   A vehicular trip is defined as a one-way journey of a person in an automobile or a transit vehicle. If the study indicates a need for the installation of traffic signals, intersection improvements, or other off-site street improvements to facilitate traffic flow generated by the entire proposed development, the identified improvement shall be installed or a financial contribution for the subdivision's proportional share shall be made prior to final plat approval of the subdivision, as determined by City Engineering. The financial contribution for proportionate share shall be by cash contribution, traffic system development fee, or traffic impact fee, whichever is in effect at the time of final plat approval. The applicant shall meet and discuss elements of the study with City Engineering to determine the general extents of the study at the time of the pre-application meeting.

All developments generating less than 100 peak-hour trips or 1000 average daily trips shall analyze and design for the following basic street design elements. The applicant shall review these elements with City Engineering at the time of a preapplication meeting to determine what elements may apply. In addition, the applicant shall provide an explanation of how each element applies or does not apply, and that summary shall be included with the preliminary plat or development application.

~~The study shall include, but not be limited to the following:~~

~~a. Estimated number of vehicular trips per day;~~
a. Location of approaches (access management);
b. Sight distance review;
c. Turn lane analysis;
d. Connectivity and Circulation review ~~patterns;~~
e. On-street parking impacts;
f. Review of impacts to adjacent property streets, accesses, and intersections with site generated pedestrian and vehicular traffic;
g. Truck circulation, including solid waste pick-up;
h. Location and type of traffic-control devices;
~~b. Pedestrian systems;~~
~~c. Bicycle systems;~~
~~d. Projected turning movements;~~
~~e. Impacts on existing street intersections.~~
i. Traffic Calming

City Engineering reserves the right to require applicant analysis and review of a specific traffic impact due to known traffic or adjacent access issues for a subdivision or development generating less than 100 peak-hour or 1000 trips per day.

6. Right-of-Way and Street Widths: Street right-of-way and surface widths shall be provided as shown in Table 23.406.B.1, below. Street widths (b-b curb width) and lane widths shall be determined and approved by City Engineering Right-of-Way dedications at intersections shall be determined by City Engineering, and may include chamfered corners in order to accommodate ADA or future roundabout.

Table 23-406.B.1. Required Dedications and Street Improvements for Subdivisions

Street Type	**Right-of-Way**	**B-B Curb Width Range**	~~**Lane Width ******~~	**Parking Width******	~~**Turn lane width**~~	~~**Median Width**~~	**Boulevard Width**	**Sidewalk Width**	***Shared Use Path Width***
Principal Arterial	~~130'~~ *120'*	~~64'49-86'*~~ *	~~11'-12'**~~	---	~~14'~~	~~---~~	10'	5'/~~10'~~ **	*10'*
Minor Arterial	100'	~~42'-66' *~~ *	~~112~~ '	---	~~---~~	~~14'~~	10'	5' **	*10'*
Collector	74'	39'-53'	~~11'~~	8'	~~14'~~	~~---~~	5'	5'	
Commercial Local Access	70'	~~44'-45'~~ 39'-45' *	~~13.5'~~	8'	~~14'~~	~~---~~	5'	5'	
Residential Local Access	56'	34' min. §	~~n/s~~	n/s	~~---~~	~~---~~	5'	5'	
Cul-de-Sac 100-~~600~~ 1000 feet	56'	34' min.	~~n/s~~	n/s	~~---~~	~~---~~	5'	5'	
Cul-de-Sac <100 feet	40'	29' min.	~~n/s~~	n/s	~~---~~	~~---~~	---	---	

* As approved by City Engineering. ~~traffic study is required to determine final width.~~

~~** Interior lane(s) is 11' and the outside lane is 12'.~~

** Sidewalk is 5' on one side with a 10-foot multi-use trail on the other side. ~~and 10' *shared use path* on the other side. n/s No specific width is specified.~~

*** Lane Width measured from lip of curb. Parking width measured from face of curb.

§ Street sections that are fronted by property that do not generate traffic, do not require parking, and must be signed no parking may be reduced to 24-feet back of curb to back of curb. For example, a street through a golf course that is fronted by golf course on both sides or an entry road into a subdivision.

§ Street sections with less than 120 average daily trips (ADT) for local residential streets with two street connections or street sections or that have a block length of 300-feet or less may reduce the Back of Curb to Back of Curb Width Street Requirement to 31-feet.

11. Street Grades: All street grades shall conform to the requirements of the City. Street grades shall not exceed the following, with due allowance for reasonable vertical curves and intersection treatment. Street centerline horizontal curves shall be designed for the following minimum speeds:

Street Type	Percent Grade	Speed (M. P. H.)
~~Arterial~~	~~4~~	~~45~~
Collector	7	25-35
Local Access	12	25

12. Curbs and Gutters: Standard integral curb and gutter shall be placed on all arterial, collector and commercial streets. Standard integral curb and gutter is preferred *required* on local residential streets, but ribbon curb may be approved by City Engineering as part of the storm drain design for the subdivision. ~~but drive-over curb may be used upon approval by City Public Works. The allowable minimum curb and gutter grade shall be four-tenths percent and the desirable minimum curb and gutter grade will be five-tenths percent.~~

13. Sidewalks: Boulevard style sidewalks shall be installed on both sides of all streets, except cul-de-sacs less than one hundred (100) feet in length. Arterial and Collector streets may have a multi-use trail on one side in lieu of one of the required boulevard sidewalks. ~~The Planning Board~~ City Engineering may recommend to the City Council that it waive or modify the requirement for boulevard walks on both sides of a local residential street when the subdivision constructs an approved multi-use bicycle/pedestrian path connected and accessible to all lots in combination with or in lieu of sidewalks. Required sidewalk and boulevard widths shall follow those listed in Table 23.406.B.1, above.

14. Street Lights: Street lights shall be installed within residential subdivisions

    Residential street lights shall be designed by a licensed professional engineer in accordance with the American National Standard Practice for Roadway Lighting RP-8, current edition.

    a. New Street Lighting

        1. Residential Light Fixture Configuration. Street light fixtures installed after the effective date of these regulations shall be equipped with full cutoff optics, and positioned to minimize any glare source and not create light spillover

2. Mercury Vapor Bulbs or Lamps. Mercury Vapor bulbs or lamps may not be used in Residential street lights installed after the effective date of this ordinance. LED type luminaires shall be utilized in new street lights.

3. Residential Street light mounting Height. Residential Street Light fixtures installed after the effective date of this ordinance shall not be mounted higher than 30 feet above grade.

4. Exceptions to the requirements of 23-406.B.14.

    a. Traffic signals and other traffic safety and control devices
    b. Historic streetlights

16. Permanent cul-de-sac streets may not represent more than 20% of total roadway miles in a subdivision unless approved by a variance.

a. *Exceptions to this do not require a variance but can be approved administratively. Exception provision are:*

    1. *Infill projects where a dead-end cul-de-sac is the only viable road option.*

    2. *Long narrow lots that are not wide enough for more than a single road that is less than 1,000 feet long. Future connections to adjacent properties shall be provided as outlined in Section 23-406.A.1. and Section 23-406.A.2.*

    3. *Topography that does not allow for a grid system as outlined in the subdivision regulations.*

b. *Developments with cul-de-sacs, must provide non-motorized access easements that connect the ends of these streets with each other or provide non-motorized access to existing or reasonable expected future streets, schools, shopping, parks, trails or open space, bus stops and community facilities.*

C. Multi-Use Trails, General: All subdivisions must be reviewed for compliance with the ~~Heritage Trail Plan3~~ *currently adopted Active Transportation Plan* to provide multi-use trail and greenway corridors for safe, convenient non-motorized transportation routes throughout the City and County.

1. To comply with the ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan*, all subdivisions ~~may~~ *shall* provide a ~~twenty (20)~~ *thirty (30)* foot wide multi-use trail easement across the property if:

   a. The ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan* indicates that a proposed multi-use trail corridor crosses the subdivision property; or

   ~~b. The Heritage Trail Plan indicates that a proposed greenway corridor crosses the subdivision property.~~

2. If the ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan* indicates that a proposed trail ~~or greenway~~ ~~corridor~~ crosses the subdivision property, and a segment of the trail ~~or greenway corridor~~ has already been provided on adjacent property, then the subdivision ~~may~~ *shall* connect the trail ~~or greenway segments~~ at the property lines to provide for a continuous trail ~~or greenway~~ corridor.

~~3. In the case of major subdivisions, if the Heritage Trail Plan indicates that a proposed trail or greenway corridor crosses the subdivision property, dedication of linear park land including a trail easement shall be considered as all, or a portion of, the required parkland dedication (See Sections 23-1004 and 23-1002 of these Regulations).~~

3. *Trail infrastructure identified and designated as Neighborhood Bikeways, Bike Lanes, Shared Use Path in the currently adopted Active Transportation Plan are required to be constructed by the developer when the trail is in the adjacent right of way or within the development itself. This is considered a public improvement.*

Section 23-407. Storm Drainage Facilities.

B. Drainage Discharge: Discharge of storm drainage is subject to the following:

3. Stormwater detention or retention ponds ~~must~~ *in parkland, reference Section 23-1005 Stormwater Detention / Retention Ponds in Parks of these regulations.* ~~*on a separate parcel and shall not count towards the parkland dedication requirements. Signage is required to indicate the ownership and provide a maintenance contact for the facility.*~~ *Retention ponds may be located* ~~within a public park land at the discretion of the~~ *when the following criteria is met and approved by the* ~~City Parks Department.~~

~~D. **System Maintenance:** If any onsite retention or detention facilities are utilized, unless otherwise provided a special maintenance district shall be created prior to filing the final subdivision plat in order to provide funds for the maintenance of such facilities.~~

~~**E. Future Improvements:** If any onsite retention or detention facility is used, a waiver of right to protest against a future storm drain system special improvement district shall be executed by the subdivider and recorded and filed with the final plat.~~

Section 23-408. Sanitary Sewer Systems.

A. ~~If the subdivision is within the City limits, the~~ *The* subdivider shall install complete sanitary sewer system facilities in accordance with the requirements of the City and the Montana Department of Environmental Quality (MDEQ).

An application for extension of sanitary sewer services shall be submitted for review and approval by the City. The subdivider shall submit plans and specifications for the proposed facilities to the City and to MDEQ and shall obtain necessary approvals prior to construction.

~~B. If any boundary of the subdivision is within five hundred (500) feet of a public sanitary sewer system, the subdivider must *annex into the city and* connect to the sewer district and install sanitary sewer system facilities.~~

~~The governing body may grant a variance from the requirement to connect to a public system if the subdivider demonstrates that connection to the public system is physically or economically impractical. For purposes of this section, a connection is economically impractical if the cost is greater than three times the cost of installation of an approvable system on the site.~~

~~C. Where individual septic systems are proposed, the system shall meet the standards set forth in Title 17, Chapter 36 (Subdivisions/Onsite Wastewater Treatment), Montana Administrative Rules and obtain approval by the Montana Department of Environmental Quality and/or the Yellowstone County Environmental Health Department.~~

~~1. For lots less than twenty (20) acres, MDEQ approval shall be obtained prior to the submission of the final plat application.~~

~~2. For lots equal to or greater than twenty (20) acres, Yellowstone City-County Health Department approval is required prior to the submission of the final plat application.~~

~~3. A waiver of right to protest the creation of a future special improvement district for a sanitary sewer system shall be executed by the subdivider and recorded and filed with the final plat.~~

Section 23-409. Water Supply Systems.

A. ~~If the subdivision is within the City limits,~~ The subdivider shall install complete water system facilities in accordance with the requirements of the City and the Montana Department of Environmental Quality (MDEQ). Additionally, the City may as a condition of approval require two water feeds into dead-end roads.

An application for extension of water service shall be submitted for review and approval by the City. The subdivider shall submit plans and specifications for the proposed facilities to the City and to the MDEQ and shall obtain necessary approvals prior to construction.

~~**C.** If any boundary of the subdivision is within five hundred (500) feet of a public water system, the subdivider must *annex into the city and* connect to the water system and install system facilities.~~

~~The governing body may grant a variance from the requirement to connect to a public system if the subdivider demonstrates that connection to the public system is physically or economically impractical. For purposes of this section, a connection is economically impractical if the cost is greater than three times the cost of installation of an approvable system on the site.~~

~~D. If individual water supply systems (e.g. wells or cisterns) are proposed, the system shall satisfy the standards set forth in Title 17, Chapter 36 (Subdivisions/Onsite Wastewater Treatment), Montana Administrative Rules and obtain approval by the MDEQ or the Yellowstone County Environmental Health Department.~~

~~1. For lots less than twenty (20) acres, the subdivider must obtain MDEQ approval prior to submission of the final plat.~~

~~2. For lots equal to or greater than twenty (20) acres, the subdivider must obtain Yellowstone City-County Health Department Subdivision approval prior to submission of the final plat.~~

~~4. A waiver of right to protest the creation of a future special improvement district for a water system shall be executed by the subdivider and filed and recorded and filed with the final plat.~~

Section 23-410. Utilities.

A. All new utilities serving the subdivision including electricity, cable television, and telephone shall be placed underground, with the exception of fire hydrants, cable closures, alignment markers, etc. Easements for utilities shall be clearly indicated on the plat.

1. Easements ~~across lots or centered on common rear or common side lot lines~~ shall be provided for public and private utilities *where requested by the city and private utility companies.* ~~and shall be at least sixteen (16) feet wide; easements located along perimeter lot lines shall be at least eight (8) feet in width.~~ The width of an easement may vary depending upon the utility company serving the subdivision.

Section 23-411. Watercourse and Irrigation Easements (76-3-504(1)(j), (k), MCA).

A. **Easements for irrigation facilities WITHIN the subdivision**: Easements are required to be shown on the face of the preliminary and final plats for all drainage ways, irrigation canals/ditches and their laterals, and belowground pipelines that traverse the property to be subdivided, providing for irrigation within the subdivision, except as noted in Section 23-411.B., below. In addition, an easement document shall be filed with the final plat. The easements provided shall meet the following standards:

1. Easements shall be provided in locations of appropriate topography and sufficient width to allow the physical placement and unobstructed maintenance of open ditches or below ground pipelines for the delivery of water for irrigation to persons and land legally entitled to the water under an appropriated water right or permit of an irrigation district or other private or public entity formed to provide for the use of the water right on the subdivision lots;

2. Easements of a sufficient width to allow for construction, repair, maintenance, and inspection of the ditch shall be provided. The easement width shall be based on the policy of the appropriate irrigation district; and

3. The easement document shall prohibit the placement of structures or the planting of vegetation other than grass within the ditch easement without the written permission of the water users.

4. *Irrigation or ditch easements may be located within parkland but shall not be used to satisfy parkland dedication requirements.*

Section 23-412. Disposition of Water Rights (76-3-504(1) (j), MCA).

~~If a subdivision will create lots averaging less than five acres in size,~~ The subdivider shall submit evidence with the final plat indicating that either A. and B., below, or C., below, has been provided:

A. **Reservation and transfer of water rights:** The subdivider shall reserve all ~~or a portion~~ of the water rights on the land to be subdivided and transfer these water rights to a single entity for use by landowners within the subdivision who have a legal right to the water; ~~Any remaining surface water rights from the land shall be reserved and severed;~~ and

C. **All rights ~~reserved and~~ severed and granted to the City:** All surface water rights and/or ditch shares shall be ~~reserved and~~ severed from the land proposed for subdivision and granted to the City.

Section 23-413. Fire Protection Requirements.

To ensure a reasonable level of fire protection and life-safety for the public and firefighters, fire apparatus access roads and an approved water supply capable of providing the required water flow for fire protection shall be provided in accordance with this section and the adopted fire code to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction.

C. **Emergency Secondary Access Roads:** In the event that an emergency secondary access road is approved*, through the variance process,* as a means of providing a second access to a subdivision, as required by Section 23-406.A.5. of these Regulations, it shall be built to the following standards:

1. Emergency access roads shall be designed to a minimum unobstructed surface width of not less than twenty (20) feet and shall be constructed to ~~adequately~~ support a forty (40) ton vehicle with a surface ~~so as to~~ *that* provide*s* all weather driving capabilities. The road shall be constructed to City standards. The emergency access road shall be maintained throughout the year including the removal of snow and ice. Where required by the Fire Department having jurisdiction, gates or other approved barricades shall be required at either end of the road to restrict through traffic. A sign shall be fixed to each gate in a conspicuous manner. The sign shall read "EMERGENCY ACCESS ONLY" using black letters not less than two (2) inches wide and six (6) inches high on a white retro reflective background.

3. Emergency access roads will be assigned a name by ~~the Billings Fire Department~~ *City GIS / Land Management*. In order to ensure the roads are entered into and reflected on the County GIS mapping system, the road shall be shown on the plat along with the name assigned to the road. Emergency access roads will not have conventional street signs identifying them by the assigned name.

   Two (2) sets of final plans showing corrections/revisions after review and approval shall be submitted to ~~the Fire Department~~ *City GIS / Land Management*. ~~The Fire Department~~ *City GIS* will forward one (1) set of plans to County GIS to ensure that the emergency access road and road name are entered into the GIS mapping system.

Section 7. That Section 23-501 through Section 23-504 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-501. Subdivision Improvements Agreement.
Prior to granting approval of the final plat by the governing body the subdivider shall have installed all of the required improvements as stipulated in these regulations, or shall, prior to receiving approval of the final plat, provide a financial guarantee in accordance with Section 23-502 and enter into a written subdivision improvement agreement (SIA) with the governing body guaranteeing the construction and installation of all required improvements in conformance with all policies, standards and ordinances adopted by the City. The agreement shall stipulate, among other things, which type of security arrangements acceptable to the governing body the subdivider elects to use, the time schedule acceptable to the City, the subdivider's plans for accomplishing the required improvements and an agreement that the subdivider shall guarantee all improvements for a period of ~~one (1)~~ *two (2)* year*s* from the date of acceptance by the City. ~~(See Appendix K for SIA template)~~

Section 23-502. Security Guarantee. *(MCA 76-3-507).*

The subdivider shall provide a monetary security guarantee from the following listed methods in the amount of one hundred twenty-five (125) percent of the estimated total cost or actual construction contract amount of installing all required improvements including engineering and administration fees, as estimated by a Professional Engineer and approved by the Public Works Department.

A. **Escrow account.** The subdivider shall deposit cash, or other instrument readily convertible into cash at face value, either with the City, or in escrow with a financial institution. The use of any instrument other than cash, and in the case of an escrow account, the financial institution with which the funds are to be deposited, shall be subject to the approval of the governing body or designee. ~~(See Appendix L for Escrow~~

~~template).~~ In the case of an escrow account, the subdivider shall file with the City an agreement between the financial institution and the subdivider guaranteeing the following:

B. **Irrevocable letter of credit.** The subdivider shall provide, from a financial institution or other reputable institution subject to the approval of the governing body or designee, an irrevocable letter of credit. ~~(See Appendix M for Letter of Credit template).~~ This letter shall be deposited with the City and shall certify the following:

D. ~~**Sequential development**~~ ***Phased Development.*** Where a subdivision is to be developed in phases, a phasing plan shall be prepared by the developer, and reviewed and approved by the governing body with the preliminary plat. The phasing plan shall be included in the SIA and shall describe which lots are included in each phase, *and* what improvements shall be completed with each phase~~, and the approximate completion date of each phase.~~ Improvements included in the first phase shall be constructed or guaranteed using one of the acceptable monetary security guarantees prior to final plat approval by the governing body. Lots within subsequent phases shall be restricted from being transferred or developed. A "Restrictions on Transfers and Conveyances" contract shall be entered into for subsequent phases by the subdivider and the governing body and shall be filed with the final plat documents with the Clerk & Recorder ~~(See Appendix N for Restrictions on Transfers and Conveyances template).~~

A release on the restrictions on transfers and conveyances may be filed with the Clerk & Recorder only after the necessary improvements for each particular phase are constructed, approved and accepted by the City, or guaranteed using one of the acceptable monetary security guarantees.

The subdivider shall set a future date that each phase is proposed to commence. Should the date set be passed or the developer determines they are unable to meet the set date a new public hearing will be scheduled to set new dates for future phases. When the developer prepares to release a new phase in the subdivision the developer shall submit to the Planning Department the existing SIA, an updated Environmental Assessment addressing any changes, an updated TIS accounting for growth in the area, and any updates to the MDEQ requirements for the development. Should there be no changes to the above-mentioned submittal requirements the applicant shall submit documents justifying that finding. A public hearing shall be held to review the proposed phase and its' impacts on the surrounding area with the possibility of additional conditions of approval being added should the findings of fact determine they are needed. A public hearing is required prior to any 'future phase' being released for public sale of lots. (76-3 -617 MCA)

All phases included within the phasing plan, if completed within 5 years of final plat approval, are not required to go through the public hearing process as outlined above in paragraph D. They will only be required to obtain a "Release and Certificate" to open each phase. If the subdivider applies to open any phase after 5 years of the approval of the final plat, then the governing body will hold a public hearing in order to determine whether changed circumstances justify amending any conditions of approval or imposing additional conditions of approval as outlined above in paragraph D.

E. ~~Other.~~ **Provision for security requirement to ensure construction of public improvements.** Any other method ~~that may be acceptable to the Planning Board and the governing body.~~ *specified in MCA 76-3-507 that is also acceptable to the governing body. In all circumstances the guarantee method shall provide the City of Billings as the beneficiary.*

Section 23-503. Reduction of Guarantees.

In those cases where improvement guarantees have been made by the method in Sections 23-502 ~~A.,B.,C., or D.~~ the amount of the guarantee may be reduced upon installation and acceptance by the City of the required improvements. The amount of the reduction shall not exceed the percentage that the accepted improvements made up of all originally required improvements.

Section 23-504. Release of Guarantee.

Upon completion of required improvements by the subdivider and acceptance of them by the City, all in conformance with this Chapter, the City shall authorize the release of any remaining portion of the improvement guarantee of ninety percent (90%) of the original amount. The remaining ten percent (10%) will be released after any deficiencies are corrected after the ~~one~~ *two*- year warranty inspection. The acceptance of improvements by the City shall initiate the ~~one~~ *two*-year warranty period.

Section 8. That Section 23-601 through 23-603 and Section 23-605 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Article 23-600. DEVELOPMENTS PROVIDING MULTIPLE SPACES FOR RENT OR LEASE FOR RECREATIONAL VEHICLES, MOBILE HOMES, AND MANUFACTURED HOMES

Section 23-601. General.

B. **Review & approval required.** Manufactured home parks, mobile home parks and RV parks must be submitted for review and approval by the governing body before portions ~~thereof~~ may be rented or leased (76-3-504(s), MCA). Approval must be based on the criteria found in Article 23-300 of these Regulations.

C. **Zoning requirements.** Manufactured home parks, mobile home parks and RV parks shall follow all applicable requirements outlined in the ~~Unified~~ Zoning Regulations (Article 27, BMCC).

Section 23-602. Review Procedures

A. **Submittal requirements.**

1. Manufactured home parks, mobile home parks and RV parks require submittal of those requirements outlined in Article 23-300 of these Regulations except that the subdivider shall submit un-surveyed plans drawn to scale, rather than plats.

2. Supplementary materials. In addition to the submittal requirements outlined in Article 23-300, preliminary and final plans and submittals for manufactured home parks, mobile home parks and RV parks shall include the following:

   d. Landscaping plan, ~~if~~ required by *Section 27-1200* ~~Section 23-603.E.2, or Section 27-805, 27-912, Section 27-1006, Article 27-1100 or Article 27-1400, BMCC,~~ as applicable.

Section 23-603. Manufactured and/or Mobile Home Park Development Requirements.

A. **Manufactured or mobile home spaces.**

3. All manufactured or mobile homes must meet the minimum setback requirements of ~~Article 27-308~~ *Section 27-309*, BMCC from all perimeter boundary lines. In the case where a boundary line is adjacent to an arterial street, all homes and accessory structures must meet setbacks as required in ~~Article 27-602~~ *Section 27-303 J*, BMCC. *In addition, all manufactured or mobile homes must meet the requirements of fire code separations. Any additional detached building must meet all requirements from building.*

~~4. The manufactured or mobile home pad must be located at least ten (10) feet from the street that serves it.~~

~~5. Location of space limits on the ground must be approximately the same as those shown on the approved plans. Precise surveying of space limits is not required either on the plans or on the ground.~~

~~6. The size of the manufactured or mobile home pad must be suitable for the general market to be served and must fit the dimensions of manufactured homes anticipated. At a minimum the pad should measure fourteen (14) feet wide and seventy (70) feet long. All pads shall be constructed of at least six (6) inches of gravel over a stabilized sub-base.~~

~~7. The total area occupied by a manufactured or mobile home and its roofed accessory buildings and structures may not exceed one-third (1/3) of the area of a space.~~

~~8. All manufactured or mobile homes shall be separated by a minimum of fifteen (15) feet.~~

~~9. There shall be a minimum of fifteen (15) feet between all attached structures such as carports, awnings, decks, and stairs and any adjacent manufactured or mobile home.~~

~~10. There shall be a minimum of six (6) feet between detached structures and any adjacent manufactured or mobile home. Detached structures are defined as any structure that is more than six (6) feet away from the manufactured home.~~

~~11~~*4*. A minimum of two (2) off-street parking spaces must be provided on or adjacent to each manufactured or mobile home space. The driveway must be located to allow for convenient access to the manufactured home, and be a minimum of ten (10) feet wide.

B. **Streets.**

1. Streets within a manufactured or mobile home park or recreational vehicle park shall be private *and built to city standards*.

3. Streets, *pedestrian, and bicycle facilities* shall be designed and built to meet current City Standards.

E. Additional provisions

4. Centralized mail delivery shall be provided at one or more locations within the park. Location and design of such group mail collection site(s) shall be reviewed and approved by the United States Postal Service. ~~and the Public Works department.~~

Section 23-605. Timing of Improvements.

A. The subdivider shall install all required improvements before renting or leasing any portion of the subdivision. The governing body or designated agent will inspect all required improvements in order to ensure conformance with the approved construction plans and specifications. The subdivider shall guarantee all improvements for a period of ~~one~~ *two* years from the date of written approval by the governing body or designated agent.

Section 9. That Article 23-700 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Article 23-700. CLUSTER DEVELOPMENTS *(MCA 76-3-509)* ~~**AND PLANNED NEIGHBORHOOD DEVELOPMENTS (MCA 76-3-509)**~~

…….

Section 23-702. Definitions.

For the purposes of this Article the following definitions shall apply:

~~**Maximum Density Calculation means t**he maximum number of residential dwelling units allowed is calculated by dividing the gross square footage of the Cluster Development area (including any Open Space area) by the required lot area in the underlying zoning district.~~

~~**Planned Neighborhood Development (PND) means a** Planned Neighborhood Development (PND) is a subdivision consisting of a planned mixture of land uses such as residential clusters, industrial parks, shopping centers, and/or office building parks built in a prearranged relationship to each other and having open space and community facilities in common ownership or use (76-3-103(10), MCA).~~

Section 23-704. Design Standards and Applications for Cluster Developments.

~~E. **Maximum Density.** The maximum number of dwelling units shall be calculated by dividing the gross area of the lot including the open space by the required lot area of the underlying zoning district. The applicant need not demonstrate the development capability of the land to calculate the maximum dwelling unit density.~~

~~F. **Other Requirements.** The applicant shall adhere to all other applicable requirements of the underlying zoning district(s) with the exception of minimum lot area per dwelling unit (See Maximum Density above). The proposed number of dwelling units shall not exceed the maximum density but each dwelling unit may be placed on a lot of less than the minimum lot area required by the underlying zoning district(s). Subsequent to a preliminary plat approval, the applicant shall apply for and receive a zoning variance (Art. 27-1500, BMCC) from the minimum lot area required within the zoning district(s).~~

Section 23-706. Permitted Uses of Open Space.

A. Uses of Open Space may include the following:

1. Conservation of natural, archeological or historical resources;
2. Meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas;
3. Walking, bicycle trails or other multi-use trails as defined in the ~~Heritage Trail Plan~~ *currently adopted Active Transportation Plan*;
4. Passive recreation areas, such as open fields;
5. Active recreation areas;
6. Agriculture, horticulture, silviculture or pasture uses, provided that all applicable best management practices are adhered to;
7. Landscaped storm water management facilities approved by the governing body, community wastewater disposal systems and individual wastewater disposal systems located on soils particularly suited to such uses;
8. Easements for drainage, access, and underground utility lines;
9. Other conservation-oriented uses compatible with the purposes of this Article.

Section 23-707. Ownership and Management of Open Space.

A. **Ownership of Open Space**. Open space shall be owned by one of the following entities:

1. The open space ~~shall be dedicated to the public as public parkland~~ *can be provided as allowed per MCA 76-3-621*. Acceptance of the open space shall be at the discretion of the governing body, as recommended by the City *'s* Park *and Recreation Department's staff.* ~~Board.~~ *Open space must allow public access through a plat dedication or easement;* or

2. A Homeowners' Association representing residents of the subdivision may own the open space. Membership in the association shall be mandatory and automatic for all homeowners of the subdivision and their successors. The Homeowners' Association shall have lien authority to ensure the collection of dues from all members. *Open space owned by a Homeowners' Association must indicate through a plat dedication or easement, whether or not there is public access to the open space. The park will display signs indicating public or private use.*

B. **Management Plan.** The applicant shall submit a Plan for Management of Open Space and Common Facilities (Management Plan) that:

1. Allocates responsibility and guidelines for the maintenance and operation of the open space and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
2. Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the open space and outlines the means by which such funding will be obtained or provided;
3. Provides that any changes to the Management Plan be approved by the Planning Department, or in the case of publicly *accessible* ~~owned~~ open space, approved by the *Parks and Recreation Department* ~~Park Board~~; and
4. Provides for enforcement of the Management Plan.

Section 23-709. Planned Neighborhood Developments General Requirements.

A Planned Neighborhood Development (PND) project is intended to encourage the use of improved techniques for the development and arrangement of a mixture of land uses more than is available under conventional zoning regulations or land restrictions that separate land uses into distinct zones. It is further the intent of PNDs to allow for the integration of housing, business, and community facilities, and to allow for the preservation of the natural environment through efficient utilization of open space. *PND requirements are outlined in City of Billings Zoning Article 27-800.*

1. ~~A PND may be applied to any mixed use subdivision of five (5) or more lots. The subdivision shall generally conform to the adopted Growth Policy. The underlying zoning district(s) land use designations and building setbacks and other limitations shall be used as a general guide. The applicant is encouraged to design the PND to allow a mixture of land uses, densities, setbacks and building heights.~~

2. ~~The maximum size of any developed parcel or lot within a PND is 350,000 square feet.~~

3. ~~The minimum size for any area designated for common use by the residents or owners of the PND or by the public is 45,000 square feet. The area may be designated for active or passive recreation, for conservation purposes or for any other use in common by the residents and owners of the PND or by the public.~~

4. Planned Neighborhood Developments are exempt from the review criteria in Section 23-302.H. of these Regulations.

5. Planned Neighborhood Developments are exempt from the parkland dedication requirements in Article 23-1000 in so far as the PND meets or exceeds parkland dedication requirements of Section 23-1002.

6. Planned Neighborhood Developments shall comply with all other requirements of these Regulations.

7. G. Planned Neighborhood Developments shall be considered a Special Review use for purposes of the Unified Zoning Code (Article 27-1500, BMCC).

Section 23-710. Design Standards and Applications for Planned Neighborhood Developments.

A. The PND shall follow the applicable review procedures, as outlined in Article 23-300 of these Regulations.

B. **Site Analysis Map.** A site analysis map shall be submitted with the preliminary plat application including the following information:

1. Property boundaries;
2. All streams, rivers, lakes, wetlands and other hydrologic features;
3. Topographic contours with a minimum of 5-foot intervals; where lots are proposed on slopes 10% or less, contours must be shown at 2-foot intervals.
4. All proposed open space areas;
5. General vegetation characteristics;
6. General soil types;
7. The planned location of protected open space;
8. Existing roads and structures;
9. Potential connections with existing open space, parks and trails.

C. Planned Neighborhood Developments are allowed in any zoning district as a Special Review use. Each land use area within a Planned Neighborhood Development will not be a separate zoning district but will apply for and receive special review approval (see Article 27-1500, BMCC for procedure) concurrently with the preliminary plat application (Article 23-300, BMCC). The Planned Neighborhood Development shall provide opportunities for mixed land uses, various housing types and densities, recreational opportunities, and areas for neighborhood services such as schools, community centers, fire or police stations, libraries, and places of employment.

D. **Master Plan:** A Master Plan must be submitted showing the proposed design and land use areas of the development. The Master Plan should be of sufficient detail to determine build-out population, traffic circulation and control requirements, permitted uses or mix of uses within each area, building envelopes for each developed lot, recreation areas and open space. If open space is provided it shall conform to the requirements of Sections 23-705 through 23-708 of this Article.

The Master Plan must also show development phasing and construction timing for each phase of the development including any construction or improvements for public parks, trails, community centers, fire and police stations, schools or other public facilities that will serve the Planned Neighborhood Development. Each development phase must contain mixed uses and housing densities. Common elements such as playgrounds, parks, neighborhood service areas and community centers must be included for development within each phase of the development.

E. The Planned Neighborhood Development must be consistent with any adopted Growth Policy, Neighborhood Plan, Heritage Trail Plan, Transportation Plan, Public Utilities Facilities Plan, and any other pertinent public facilities or land use plan that may apply to the PND subdivision area.

Section 23-711~~1~~0 Examples of Cluster Development Designs

~~Section 23-712 Examples of Planned Neighborhood Development Designs.~~

Section 10. That Section 23-903 and Section 23-904 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-903. Environmental Description Contents.

A. **Surface Water.**

1. Locate on a plat overlay or sketch map all surface water and the delineated floodways that may affect or be affected by the proposed subdivision including natural water systems (streams, lakes, rivers, or marshes), artificial water systems (canals, ditches, aqueducts, reservoirs, irrigation or drainage systems), and land subject to flooding (see also Section 23-414 ~~and Appendix O~~ —Flood Hazard Evaluation).

Section 23-904. Community Impact Report Contents.

C. **Land Use.**

1. Indicate compliance with zoning encompassing all or part of the proposed subdivision. ~~If the proposed subdivision is located near the jurisdictional area of an incorporated city or town, state whether annexation is proposed~~

Section 11. That Section 23-1001 through Section 23-1006 and Section 23-1008 through Section 23-1009 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-1001. Purpose.

The purpose of parkland dedication is to:

- Meet *the objectives associated with adopted City plans and policies.* ~~the goals and objectives associated with parks, open space, trails and other non- motorized transportation facilities in the Heritage Trail Plan, Yellowstone County and City of Billings Growth Policy, Parks2020, The Yellowstone County Comprehensive Parks Plan, the Yellowstone River Greenway Master Plan and the Billings Urban Area Transportation Plan.~~
- ~~Preserve critical wildlife habitat, wetlands, riparian areas, river and stream corridors.~~
- ~~Preserve and protect historical and cultural features.~~
- ~~Provide active and passive park land and open space that is accessible and functional for use by the residents of a specific development and, where preferred, by the community.~~

Section 23-1002. Park Land Dedication Requirements (76-3-621, MCA).

……

C. The governing body, in consultation with ~~the subdivider,~~ the Planning Board, ~~and the~~ Parks *and* Recreation ~~and Public Lands~~ Department ~~(PRPL)~~ *and the subdivider* may determine suitable locations for parks. ~~and playgrounds and, provided that consideration is given to the preference of the subdivider, may determine whether the park dedication must be a land donation, cash donation, or a combination of both. The combination could include some land dedication to meet the requirement with the cash-in-lieu balance going toward park improvements on the land dedicated. In determining whether land or cash is suitable, proximity to existing parks, including schools and other public or private recreational facilities shall be considered by the PRPL.~~

1. *Land dedicated for park purposes shall:*
   a. *Be usable land;*
   b. *Street frontage requirements for parks is 200 continuous, linear, feet for each park of one acre, and 30 feet of frontage for every acre after that. The 30 feet segments are not required to be continuous with the original 200 feet. Example: 5-acre park requires 200 linear feet for first acre and 4 x 30 =120 for the others for a total of 320 linear feet. The developer shall coordinate park street frontage openings with the City of Billings Parks Department before the preliminary plat is completed. Minimum width for additional accesses into parkland shall be 30 feet. If the parkland dedication requirement is under 1 acre the required street frontage will be a percentage of the one acre minimum. Minimum street frontage is 60 linear feet for parks less than 1 acre.*

      For example: If 20,000 square feet is what is required by sub regs, 20,000 divided by 43,560 equals 46%. 200 times 46% equals 92 feet of frontage.

c. Accessible to bicycle and pedestrian facilities where possible;
d. At least 50% of the park must have slopes under 5%.

2. *Land not suitable to meet parkland dedication:*
   a. More than 5% of the area has grades 25% or higher;
   b. Riparian resources and areas adjacent to or within irrigation, floodway or wetlands unless it includes a programmable space.
   c. Monument entry areas and central landscaped boulevards;
   d. Exclusively stormwater facilities;
   e. Street lights, cell towers, overhead power, major transmission lines, or other similar uses;

D. A Park Maintenance District shall be formed or expanded with any new parkland dedication. *If a developer provides cash in lieu, but is located directly adjacent to an existing public park maintained by a PMD, the PMD shall be expanded to include the newly subdivided lots.*

E. Irrigation of public and private parkland are encouraged to be provided by ditches or wells when possible. If neither of these methods is possible, city treated water is an alternative.

Section 23-1003. School Land Dedication in lieu of Park Land Dedication (76-3-621(8), MCA).

Subject to the approval of the governing body and acceptance by the ~~Billings School District #2 Board of Trustees~~ School Board of Trustees that serves the subdivision, a subdivider may dedicate land as required by Section 23-1002 to a school district if the land is adequate to be used for school facilities or buildings.

Section 23-1004. Linear Park Land Dedication for Trail Corridors.

To be consistent with the ~~Heritage Trail Plan, Yellowstone County and City of Billings Growth Policy, Parks2020, the Yellowstone River Greenway Master Plan and the Billings Urban Area Transportation Plan, linear parks for trails may be counted toward the required park dedication pursuant to Section 23-1002 of this Article. These parks shall provide corridors for trails and meet the following requirements~~ *adopted active transportation plans and parks and recreation plans, and if reviewed and approved by the review authority, linear park land can be dedicated to the city to provide corridors for trails and satisfy park land dedication requirements.*

A. Maintenance of the linear park is required as per Section 23-1002.D
B. The linear park shall not be used as a substitute for sidewalks or shared use paths adjacent to streets.
C. The linear park shall serve as a connection to other parks or shared use trails.
D. A linear park cannot be dedicated over an irrigation ditch or canal easement.
E. At a minimum, any linear parkland shall be at least 30 feet in width. Privacy fencing in excess of 4'adjacent to linear park is prohibited.

~~A. The location of the proposed linear park section is identified as part of the Heritage Trail Plan trail system.~~

~~B. The proposed linear park should be no more than twenty (20) feet in width except when designed to incorporate other park features as approved as part of a parks master plan.~~

~~C. Maintenance of the linear park is provided through a Park Maintenance District as with all other dedicated parks.~~

Section 23-1005. Stormwater Detention/Retention Ponds in Parks.

Stormwater detention or retention ponds may be located within public park land, but such areas shall not count toward the park land dedication requirement unless they are designed and constructed to serve as an amenity to the park and fit into the planned uses and improvements to the park. An example of a stormwater detention area that is an amenity to a park could be several ponds with water features connecting them designed to have a trail around them with picnic shelters. The developer, at the time of preliminary plat application, shall include documents detailing the amenity improvements. The SIA shall also include language regarding the improvements and the maintenance shall occur through the use of a PMD.

A. A stormwater facility maintenance agreement as per the stormwater management manual must be submitted to the parks department for any ponds located on dedicated park land prior to this regulation.

Section 23-1006. Determining Cash Contribution for Park Land.

Upon submittal of a final plat application, the subdivider shall provide one of the following to verify the fair market value of the land being subdivided that supports the cash contribution for park land the subdivider is providing. All of the below methods shall be completed by a third party. In addition, all methods shall assume the new zoning of the property:

A. A Comparative Market Analysis performed by a licensed realtor that meets the following criteria:

1. It provides the per acre sale price of at least three (3) comparable parcels of land.

2. The comparable sales must have occurred within one (1) year of the date of the subdivision final plat application submittal.

3. The comparable sales must be within two (2) miles of the subdivision.

B. A raw land appraisal by a licensed appraiser.

~~C. The sale price of the property being subdivided if it was purchased within one (1) year of the date of the subdivision final plat application submittal.~~

Section 23-1008. When Park Land Dedication May Not Be Required (76-3-621(3(c), MCA).

The following subdivisions may not require parkland dedication:

F. Cluster Developments ~~and Planned Neighborhood Development~~ (See Sections 703(e) and 709(5) of these regulations).

Section 23-1009. Waiving Park Land Dedication Requirement (76-3-621(6), MCA).

The governing body shall waive the park dedication requirement if:

A. The subdivision provides for a planned ~~unit~~ development or other development with land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development; and the area of the land and any improvements set aside for park and recreational purposes equals or exceeds the area of the dedication required under Section 23-1002 of this Article.

Section 12. That Section 23-1101 and Section 23-1103 through Section 23-1107 of the Billings, Montana, City Code be amended so that such section shall read as follows:

Section 23-1101. Variances.

The City Council may grant reasonable variances from the design and improvement standards of these Regulations when strict compliance would result in undue hardship and the result would not negatively affect public health and safety. The granting of a variance shall not have the effect of nullifying the intent and purpose of these Regulations or justifying submission of an incomplete application. The City Council may not approve a variance that would permit structures within *the floodway of* the 100-year floodplain, as defined in 76-5-101, MCA.

~~D. An application for a variance is not necessary where Planned Neighborhood Developments are proposed, as modifications to the standards and requirements of these Regulations may be approved by the City Council.~~

Section 23-1103. Corrections or Vacations of Recorded Final Plats and Supporting Documents.

A. Corrections to recorded final plats shall be processed as exempt plats pursuant to the requirements ~~set forth in Appendix B~~, provided that there is evidence of at least one of the following:

C. Any plat prepared and recorded in accordance with these Regulations may be vacated, either in whole or in part.

1. If the vacation affects five (5) or fewer lots it shall be processed as an exempt plat pursuant to the requirements. ~~set forth in Appendix B~~.

2. If the vacation affects ~~six (6)~~ *twelve (12)* or more lots it shall be reviewed as an amended plat pursuant to Section 23-307 of these Regulations.

Section 23-1104. Corrections or Adjustments to Plats, Conditions and Supporting Documents after Preliminary Plat Approval.

A. Minor adjustments may be approved by the City Council or designee, in consultation with the appropriate agencies, prior to the filing of the final plat. Minor adjustments are those changes, which, in the opinion of the City Council or designee, do*es* not affect the basic character of lots or blocks, do*es* not affect the open space requirements *or amount provided*, and do*es* not affect the original street design. Minor adjustments shall not change existing Conditions of Approval or require additional conditions. Minor adjustments may require that a new plat be drawn; however, they do not require that the plat be re-submitted for preliminary plat review.

B. Major adjustments are those which, in the opinion of the City Council or designee, substantially alter the basic design, or ~~alter~~ *change* open space requirements *or amount provided* ~~of~~ *for* the subdivision. Changes to conditions of approval placed on the preliminary plat shall be considered major adjustments unless otherwise determined using the criteria in Section 23-1*2*~~1~~04.C., below. Any changes which constitute a major adjustment shall require that a new plat be drawn and the plat be re-submitted for preliminary plat review as specified in Article 23-300.

Section 23-1105. Appeals.

C. The following parties may appeal under the provisions of Section 23-1105.B.:

1. The subdivider;

2. A landowner with a property boundary contiguous to the proposed subdivision or a landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value;

3. ~~The Yellowstone County Board of County Commissioners;~~

Section 23-1106. Schedule of Fees.

The required fee shall accompany the preliminary plat, final plat, exempt surveys, and any proposed variances. A schedule of fees for plats shall be established by the City Council by resolution, ~~as set forth in Appendix P~~ *fee information is available online*.

Section 23-1107. Penalty for Violation.

A. Except as provided in 76-3-303, MCA, every final subdivision plat shall be filed with the County Clerk and Recorder before title to the subdivided land can be sold or transferred in any manner. If illegal transfers are completed, the ~~County Attorney~~ *City Attorney* shall commence action to enjoin further sales or transfers and compel compliance with the provisions of the Montana Subdivision and Platting Act (76 -3-101 et seq., MCA) and these Regulations. The cost of such action shall be imposed against the person transferring the property.

Section 13. That the Appendices of the Billings, Montana, City Code Section 23 be amended Appendix B: subsection C, 3, 6 and 7. Removing in their entirety Appendices C through N, with that such section shall read as follows:

Appendix B. Subsection C. Exemption as a Gift or Sale to a Member of the Immediate Family (76-3 -207(1)(b), MCA).

3. Any certificate of survey filed that would use this exemption to create a parcel for conveyance to a family member must clearly identify the name of the grantee, the grantee's relationship to the landowner, and the parcel to be conveyed under this exemption, and be accompanied by, or contain, the landowner's written certification of compliance. The certificate of survey or other instrument must also cite the exemption claimed and include the proper language. ~~provided in Section H of this Chapter~~. Also, the certificate of survey or instrument of conveyance shall be accompanied by a deed or other conveying document.

6. The use of the family conveyance exemption to divide tracts that were created *with the subdivision process are allowed as long as they can also meet the requirements of zoning.* ~~as part of an overall development plan with characteristics such as common roads, utility easements, restrictive covenants, open space or a common marketing or promotional plan shall be presumed that the use of the exemption is an evasion the Act.~~

7. An immediate family member or the spouse of an immediate family member who receives a division of land as part of a gift or sale may not transfer or otherwise convey the division of land

for a period of up to 2 years after the date of the division. The governing body may authorize variances from these requirements to address hardship situations.

Section 14. That the Appendices of the Billings, Montana, City Code Section 23 be amended Appendix O to be known as Appendix C that such section shall read as follows:

APPENDIX ~~O~~*C* Flood Hazard Evaluation

Section 15. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 16. REPEALER. All resolutions, ordinance, and sections of the City Code inconsistent herewith are hereby repealed.

Section 17. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstances is held invaled, 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 the first reading this 14th day of October, 2024.

PASSED, ADOPTED and APPROVED on second reading this 28th day of October, 2024.

CITY OF BILLINGS

By_____
William A. Cole, Mayor

Attest:

BY: _____
Denise R. Bohman, City Clerk