

****ATTENTION****

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

Citizens are invited to:

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

Citizens may submit public comment via the following methods:

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

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



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

**CITY COUNCIL
REGULAR BUSINESS MEETING**

COUNCIL CHAMBERS

**AGENDA
NOVEMBER 25, 2024**

5:30 P.M.

**REVISED
REGULAR AGENDA ITEM #2
RECOMMENDATION CORRECTED**

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Rupsis

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

MINUTES: November 12, 2024

COURTESIES:

- Billings Police Department Citizen's Award

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 3, 4, 5 and 6 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

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

A. **Bid Awards:**

1. **Airport's West End Sewer and Water Expansion Project.** (Opened 10/29/24) Recommend Cayton Excavating.
2. **W.O. 23-96: Water Treatment Plant (WTP) Intake No. 2 Catwalk Improvements.** (Opened 10/29/24) Recommend Dick Anderson Construction.
3. **W.O. 24-31: WRF Solids Process Building Ventilation.** (Opened 10/29/24) Recommend Empire Heating and Cooling.

B. **Memorandum of Understanding (MOU)** between the City and Bright n' Beautiful.

C. **Landfill Use Agreement** with MT Rolloffs, LLC.

D. **Purchase** of one (1) 2025 Backhoe Loader from Tractor and Equipment Co.

- E. **Purchase** of Rebuild for Landfill Compactor Powertrain and Hydraulics; Tractor and Equipment Co.
- F. **Change Order No. 2**, to General Contractor/Construction Manager Construction Services Contract with Dick Anderson Construction, Inc. for W.O. 19-12: West End Reservoir Project.
- G. **Amendment No. 22** with Morrison-Maierle, Inc. for Engineering Services on the Runway 7/25 Reconstruction and Extension Project.
- H. **Donation** from Scheels to the Billings Police Department.
- I. **Donation** of one park bench from Lockwood Precast to the Parks Department for Mountview Cemetery.
- J. **Bills for the Weeks of:**
 - 1. October 22, 2024
 - 2. October 28, 2024

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

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1058:** generally located at 2135 Grand Ave. Zoning Commission recommends denial. ***Quasi-Judicial**

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to deny First Reading Ordinance for Zone Change 1058, as recommended by the Zoning Commission.
- 3. **TAX INCREMENT FINANCING ASSISTANCE** from the East Billings Urban Renewal District for EBURD Safety Pilot Program, up to a maximum amount of \$30,000. Billings Industrial Renewal District (BIRD) Board recommends approval.

Recommended Motion: I move to approve up to a maximum amount of \$30,000 be allocated from EBURD TIF funds to pilot a security program in the EBURD in cooperation with private property and business owners, as recommended by the BIRD Board.
- 4. **FINANCIAL ASSISTANCE** for the Babcock Theater to Art House Management, LLC. Staff recommends approval.

Recommended Motion: I move to approve a grant from the Downtown Tax Increment Fund to Art House Management, LLC, in an amount up to \$300,000, as recommended by staff.
- 5. **FINANCIAL ASSISTANCE** for the Billings Depot to Billings Depot, Inc. Staff recommends approval.

Recommended Motion: I move to approve a grant from the Downtown Tax Increment Fund to Billings Depot, Inc., in an amount up to \$75,000, as recommended by staff.
- 6. **ADOPTION OF CITY'S GOALS AND OBJECTIVES.** Staff recommends approval.

Recommended Motion: I move to adopt the City's Strategic Plan for 2025-2030.

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

COUNCIL INITIATIVES:

- 1. **Professional Services Contracting Review / Update.** (CM Aspenlieder)

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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**\* Quasi-Judicial** -- *Caution must be exercised concerning any potential ex parte communications with interested parties. This policy-making body may exercise approval or other adjudication authority which is "judicial" because it directly affects the legal rights of a person.*

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Airport's West End Sewer and Water Expansion Project - BID AWARD  
**Presented by:** Shane Ketterling, Assistant Director of Aviation and Transit  
**Department:** Airport  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve and award the low bid of \$125,543 provided by Cayton Excavation for the West End Sewer and Water Expansion Project.

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

Included in the Airport's Capital Improvement Program and FY 25 budget is funding to install new underground utilities to the west end of the Airport for existing and future hangar expansion. This project will develop a new area for the construction of larger commercial aircraft hangars on the west end of the Airport including the new Edwards Jet Center hangar currently under construction. The few locations remaining that have room for development must be maximized and utilized to their full potential. The airport recently installed a new taxiway and ramp on the west end and this project will provide infrastructure for this area. Specifically, the contractor will remove 220 linear feet of old 8 inch sewer pipe and install 360 feet of new pipe. Additionally, 570 feet of new water lines will be installed along with a fire hydrant, valves and other miscellaneous work which will take place this winter if the weather allows or next spring.

This project was advertised in the *Yellowstone County News* on October 11, 18 and 25, 2024 and posted on the City and Airport's websites. On October 29, 2024, the following bids were received:

| Contractor              | Bid          |
|-------------------------|--------------|
| Cayton Excavation       | \$125,543.00 |
| Askin Construction      | \$155,628.00 |
| Hample Excavation       | \$190,018.00 |
| COP Construction        | \$195,557.00 |
| Earth Movers Excavation | \$258,633.00 |
| 7F Services             | \$281,329.20 |
| Western Municipal       | \$299,957.70 |

As you can see, there was a lot of interest in this project and we received seven (7) very competitive bids. Additionally, the lowest bid was approximately \$100,000 less than the Engineer's estimate.

**ALTERNATIVES**

City Council may:

- Approve the award of the West End Sewer and Water Expansion Project to Cayton Excavation for \$125,543; or,
- Not Approve the award, reject all bids, and delay the project.

**FISCAL EFFECTS**

The low bid for this project is \$125,543 and funding was budgeted and is available in the Airport's Capital Account.

**City Council Regular**

**Date:** 11/25/2024  
**Title:** W.O. 23-96: Water Treatment Plant Intake No. 2 Catwalk Improvements  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council award a construction contract to Dick Anderson Construction for W.O. 23-96: Water Treatment Plant Intake No. 2 Catwalk Improvements, in the amount of \$4,157,700.

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

The City of Billings Water Treatment Plant (WTP) has two intakes on the Yellowstone River. Intake #1 is the primary intake. Intake No. 2 is located upstream and is out and under the middle of the river. Intake #2 serves as a critical asset to the City's water treatment process and is utilized more in the lower river flow months (October through April) when water levels are low or the river is covered in ice.

Intake No. 2 includes a catwalk bridge and a building. The catwalk structure provides a walkway across the river, spanning from the Low Service Pump Station to the Intake No. 2 structure. The bridge also carries utilities required to operate the intake. The building houses all the electronics and provides an enclosure for the operations and maintenance of the intake.

The bridge structure has sustained damage many times since initial construction, but in the spring of 2022, the Yellowstone River experienced a 500-year flood event that caused significant damage to the bridge and building. These included structural damage to the existing catwalk, building flooding, and damage to the guardrails, electrical and gas lines, and process air piping. This historical flood event caused the entire intake to be unsafe for operations, requiring extensive repairs to re-establish a safe redundant raw water intake system for the water plant.

The proposed repairs involve raising the catwalk above the 500-year flood level and modifying the intake building accordingly. The existing catwalk deck and building will be removed. The existing piers and building foundation will be extended to the new elevation. The project generally consists of replacing and lifting the catwalk and building by approximately 5 feet, including structural rehabilitation; demolition; construction of a new precast building; and process, mechanical, and electrical improvements. The new catwalk will include new structural steel and decking and new aluminum handrails, and galvanized steel stairs will be installed for access to the elevated catwalk. Process improvements include modifying the gate actuators and extending the screens to make the intake more efficient and allow more water to be brought in. Exterior lighting will be enhanced to provide a safer working environment. The existing steel deflector nose on the upstream side of the intake structure will be extended to the higher elevation to help keep debris from crashing directly into the structure. Lastly, the concrete will be repaired that encases the underwater pipes that move the water from the intake to the Low Service Pump Station.

This project is funded with insurance proceeds, State Disaster and Emergency Services (DES) funds, FEMA disaster funds, FEMA hazard mitigation funds, and City Water Funds. It was a programmed water project identified in the FY24 CIP. The project was bid previously, but no bids were received, so after making some design and bidding modifications, the project was re-bid.

W.O. 23-96 was advertised September 13, 20, and 27, and October 4, 11, 18, and 25, 2024 in the *Yellowstone County News* and on the City's website. Bids were opened October 29, 2024. One bid was received from Dick Anderson Construction and is the lowest responsible bid. City staff and the engineering consultant reviewed the bid items and the bid cost appears reasonable based on the scope of work.

**ALTERNATIVES**

City Council may:

- Award a construction contract to Dick Anderson Construction for the total amount of \$4,157,700; or
- Not award a contract and reject all bids. If the bid is not awarded, Intake No. 2 will continue to be unsafe to operate, and the WTP will continue to operate without a redundant intake for water supply.

## FISCAL EFFECTS

The following bids were received:

| Bidder<br>(Contractor)        | Schedule 1<br>(Base) Bid<br>Amount | Additive Alternate<br>#1 (extending<br>upstream steel<br>debris deflector) | TOTAL           |
|-------------------------------|------------------------------------|----------------------------------------------------------------------------|-----------------|
| Dick Anderson<br>Construction | \$ 4,098,800.00                    | \$ 58,900.00                                                               | \$ 4,157,700.00 |

The project was budgeted in FY25 using insurance proceeds (\$1,333,000), City Water Funds (\$430,600), State of Montana DES funds (\$536,000), and FEMA Public Assistance and Mitigation funds (\$2,900,000) totaling \$5,196,600. Considering previously encumbered funds of \$407,600 for engineering fees and this contract award, there are about \$631,300 in remaining funds. Remaining funds will be used for any change orders and construction contract administration. There are adequate funds to award the contract.

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**City Council Regular**

**Date:** 11/25/2024  
**Title:** W.O. 24-31: WRF Solids Process Building Ventilation  
**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 contract for W.O. 24-31: WRF Solids Process Building Ventilation, to Empire Heating and Cooling, in the amount of \$469,225.00.

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

W.O. 24-31: WRF Solids Process Building Ventilation will provide updates to the WRF Solids Process Building heating, ventilation, and controls (HVAC).

The Solids Process Building currently utilizes the HVAC from the original construction during the late 1970's. This building is continually occupied by operations and maintenance staff. It houses the control room, the maintenance shop, solids processing equipment, and chemical tanks for solids processing. There are elevated levels of hydrogen sulfide present in this building due to operation of the solids processing equipment. In the current configuration of the HVAC equipment, air inside the building is allowed to recirculate rather than bring in fresh air from the outside, particularly when outside temperatures are below freezing. Recirculation of plant air that contains hydrogen sulfide in continually occupied spaces poses a health and safety hazard to plant personnel. In addition, the hydrogen sulfide present in the air is corrosive to the sensitive electrical equipment located within the building, greatly reducing its functional lifespan, leading to excessive maintenance costs and costly repairs.

This project will replace the air handling unit for the control room with a furnace and cooling coil, pressurization of the mechanical room to push out process and shop floor air, and adding preheat coils with glycol to the remaining air handling units so they can utilize outside air at all times of the year without a danger of freezing. In addition, new HVAC controls will be provided. This project was a planned maintenance project for FY25 using Wastewater O&M funds.

The project was advertised on September 27, October 4th, October 11th, October 18th, and October 25th, 2024, in the Yellowstone County News and on the City's website. Bids were opened on October 29th and two bids were received. Empire Heating and Cooling submitted the lowest, responsible bid.

**ALTERNATIVES**

City Council may:

- The Council may: Award W.O. 24-31: WRF Solids Process Building Ventilation, to Empire Heating and Cooling in the amount of \$469,225.00;
- Not award a contract and reject all bids. If the project is not awarded, the WRF Solids Process Building ventilation will continue to recirculate inside air within the building. This will continue to be a hazard to the operations and maintenance staff, and continue to corrode sensitive electrical equipment that is housed within the building.

**FISCAL EFFECTS**

The following bids were received:

|                  |                                   |                          |
|------------------|-----------------------------------|--------------------------|
|                  | <b>Empire Heating and Cooling</b> | <b>Norpac Sheetmetal</b> |
| <b>TOTAL Bid</b> | <b>\$469,225.00</b>               | <b>\$471,000.00</b>      |

The project was budgeted in FY25 using Wastewater O&M funds in the amount of \$350,000. The shortfall of \$119,225 will be funded by deferring the Air Flotation Thickener building roof replacement project (budgeted in the amount of \$250,000). The AFT roof replacement will be deferred to FY26 to allow this project to be completed, since it is a

higher priority for plant personnel health and safety considerations.

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**City Council Regular**

**Date:** 11/25/2024  
**Title:** MOU between City and Bright n' Beautiful  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council approve the MOU between the City and Bright n' Beautiful.

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

Founded in 1988, Bright n' Beautiful is a nonprofit organization serving Billings and Yellowstone County and an affiliate of the nation's leading community improvement organization, Keep America Beautiful. Bright n' Beautiful works to maintain a clean community through lively, satisfying, hands-on projects throughout the year like Great American Cleanup, Adopt-a-Spot, Arbor Day celebrations, Keep Your High School Beautiful, United Way of Yellowstone County Day of Caring and Yellowstone County Christmas Tree Recycling. Bright n' Beautiful also supports and promotes impromptu clean-ups as good neighbors stage them throughout the region. For at least 20 years, both the City and the County have donated funds to assist them with their work and are the main funding sources for the organization. This Memorandum of Understanding (MOU) between the City and Bright n' Beautiful outlines the donation that will be provided by the city annually as well as some projects and programs that Bright n' Beautiful will organize.

**ALTERNATIVES**

City Council may:

- Approve the MOU; or,
- Not Approve the MOU. If the MOU is not approved, Bright n' Beautiful will lose almost half of their funding and will need to find other funding or reduce the number of programs they organize.

**FISCAL EFFECTS**

The MOU states that the City will donate \$12,000 annually to Bright n' Beautiful for three years.

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**Attachments**

DRAFT MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF BILLINGS AND BRIGHT N' BEAUTIFUL**

This is a Memorandum of Understanding (MOU), dated as of \_\_\_\_\_, 2025 (Effective Date), between the City of Billings and Bright n' Beautiful, a Montana nonprofit organization whose principal mailing address is PO Box 655, Billings, Montana 59103.

**Background**

Founded in 1988, Bright n' Beautiful is a nonprofit organization serving Billings and Yellowstone County and an affiliate of the nation's leading community improvement organization, Keep America Beautiful. Bright n' Beautiful works to maintain a clean community through lively, satisfying, hands-on projects throughout the year like Great American Cleanup, Adopt-a-Spot, Arbor Day Education, Keep Your High School Beautiful, Keep Canyon Creek Battlefield Memorial Beautiful, "Welcome to Billings" Beautification and Yellowstone County Christmas Tree Recycling. Bright n' Beautiful also supports and promotes impromptu clean ups as good neighbors stage them throughout the region. Over the course of the year, thousands of Bright n' Beautiful volunteers show up to have fun cleaning up our locality with the shared goal of keeping Billings and Yellowstone County "bright n' beautiful".

**Purpose**

The purpose of this MOU is to formally record the mutual interest and objective of the City of Billings and Bright n' Beautiful in promoting a clean city for the health, welfare, and enjoyment of its residents and visitors.

**Funding**

Pursuant to the mutual interest and objective stated above, the City of Billings commits to donate \$12,000 (twelve thousand dollars) annually to Bright n' Beautiful for (3) three years with an end date of December 31, 2027 for the sole purpose of supporting and promoting the volunteer clean-up projects and activities to be facilitated by Bright n' Beautiful.

**Relationship of the Parties**

Nothing in this MOU will imply a joint venture, partnership, or principal-agent relationship between the City of Billings and Bright n' Beautiful. Neither Party will have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party, pursuant to this MOU.

**Liability**

Bright n' Beautiful shall hold the City of Billings, its officers, and employees, harmless from and against all liabilities, claims, costs, expenses, suits and causes of action of every kind and character arising in favor of any person, corporation, or other entity, on account of personal injuries or death or damages to property to the extent caused by the acts or omissions of Bright n' Beautiful, its employees, contractors, subcontractors,

agents, and volunteers pursuant to the City's sole act of donating monies to help fund and promote its cleanup projects and activities.

**Entire Agreement**

This MOU constitutes the entire agreement between the Parties as of the Effective Date and supersedes any prior or oral agreements between them on this subject matter. This MOU shall be governed by and construed in accordance with the laws of the State of Montana.

**The City of Billings and Bright n' Beautiful** have full power and authority to enter into this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

By:

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William A. Cole, Mayor of the City of Billings

By:

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Joanie Tooley, Executive Director, Bright n' Beautiful

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Landfill Use Agreement  
**Presented by:** Jennifer Duray  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the landfill use agreement with MT Rolloffs, LLC.

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

MT Rolloffs is a new business that has recently requested to establish roll-off services for both construction sites in Billings and for roll-off service in adjacent counties. Roll-off containers are open-top dumpsters that are typically rented to contractors and homeowners who are charged both a rental fee and hauling fees, as needed, to the landfill. Both Public Works Solid Waste and a private business currently provide roll-off service in Billings. Billings Montana City Code (BMCC) 21-214 allows private business to provide roll-off service within Billings, and accordingly, this new roll-off business could provide this service with no action required from City Council.

However, because these businesses will be hauling waste from areas outside of Billings to the Billings Regional Landfill, a landfill use agreement is required per BMCC 21-213. The City has several existing landfill use agreements accepting waste from adjacent counties and limited areas in Wyoming. The agreements delineate the types of waste accepted, payment terms, insurance requirements, and pre-approval of hauling areas. This landfill use agreement is coordinated to expire on the same date as the existing landfill agreements to allow all agreements to come due at the same time.

**ALTERNATIVES**

City Council may:

- Approve the Landfill Use Agreement; or,
- Not approve the Landfill Use Agreement. If not approved, MT Rolloffs, LLC will not be able to haul to the Billings Regional Landfill.

**FISCAL EFFECTS**

It is unknown how much revenue will be generated from this agreement. Staff anticipates it will have a minimal impact on revenues and operations. Non-city users will pay a 50% premium and out-of-staters will pay double per our tipping fee policy.

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**Attachments**

Agreement



## LANDFILL USE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between MT ROLLOFFS, LLC, having its principal office at 4230 Shepherd Acton Road, Shepherd, MT 59079, hereinafter referred to as “AGENCY” and the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as “CITY”, each referred separately, herein as “the Party,” or collectively as “the Parties”.

### WITNESSETH:

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

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

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

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

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



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

5. **SERVICE AREA.** At least ten (10) calendar days prior to commencement of this AGREEMENT, the AGENCY must submit a list of locations the AGENCY is requesting to haul from, along with a description of the type of solid waste and estimated annual tonnage for each location to the Public Works Department in writing. The Public Works Department will make final approval in writing of approved locations within seven (7) calendar days of receiving the list from the AGENCY. Only solid waste generated within the approved locations can be disposed of in the City of Billings landfill.

The AGENCY agrees to segregate solid waste by waste originating within the City of Billings and waste originating outside the City of Billings limits.

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

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

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

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

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



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

AGENCY  
MT Rolloffs, LLC  
Mr. Jon Berens  
P.O. Box 15  
Shepherd, MT 59079

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

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

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

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

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

CITY OF BILLINGS, MONTANA

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

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

By \_\_\_\_\_  
Print Name

APPROVED AS TO FORM:

By \_\_\_\_\_  
CITY Attorney

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Purchase of 1-2025 Backhoe Loader  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the purchase of one (1) 2025 Backhoe Loader from Tractor and Equipment Co. in the amount of \$215,489.26.

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

The purchase of one (1) Backhoe Loader is included in the approved FY25 Equipment Replacement Plan (ERP) and the FY25 Street and Traffic budget. The Backhoe Loader is a vital part of our emergency response as it can be dispatched immediately to remove debris in storm events with the loader bucket for debris on the streets or the backhoe bucket for debris down in ditches. The backhoe is also used for stormwater repairs and large asphalt replacement projects. Staff is recommending procurement of the equipment using the cooperative purchasing agreement (Sourcewell), as the pricing is less than what we expected to get through competitive bid pricing. The unit being replaced will be sold at auction.

**ALTERNATIVES**

City Council may:

- Approve the purchase of the backhoe loader; or,
- Not Approve the purchase. If not approved the loader will likely see extensive repair costs, and downtime as the loader has reached its useful life. Extended downtime will result in diminished customer service levels citizens have come to expect.

**FISCAL EFFECTS**

The backhoe loader was budgeted in FY25 using street maintenance funds. The amount budgeted for the backhoe loader was \$212,000.00. The shortfall will come from selling the trade at an auction.

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**City Council Regular**

**Date:** 11/25/2024  
**Title:** Purchase of Rebuild for Landfill Compactor Powertrain and Hydraulics  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends purchasing the services to rebuild the compactor from Tractor and Equipment Co. for the amount of \$478,881.60

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

The landfill has a 2019 836K compactor with approximately 10,866 hours. A compactor is in the FY25 Equipment Replacement Plan and the proposed FY25 Solid Waste budget for replacement in the amount of \$1,300,000. In FY24 we utilized CNG fueling station money, because that project was deferred, to rebuild unit 262. Unit 261 is in a similar shape and needs to be rebuilt. There are signs from recent repairs/diagnostics that the motor is in distress and could suffer a catastrophic failure costing more than the estimated rebuild cost of \$478,881.60. Currently, we are not using this machine on a regular basis and are only using it when absolutely necessary. Considering the timing of the recent indicators of potential failure and the price of a new compactor, staff is recommending a rebuild of the powertrain and hydraulics. This work will extend the life of this compactor for another 3 years or 10,000 hours. This rebuild will result in both compactors being "new" and under warranty, resulting in lower maintenance costs. Included in this price is a 3 year/5,000 hour warranty. Also included is a cab refresh and a new seat to address operator comfort.

Staff is recommending to sole source this purchase from Tractor and Equipment Co. The compactor is a Caterpillar and requires Caterpillar certified technicians to work on the equipment. Tractor and Equipment Co. is the only authorized vendor for Caterpillar service in the region.

**ALTERNATIVES**

City Council may:

- Approve the purchase of the rebuild with Tractor and Equipment Co. for \$478,881.60, or;
- Not Approve. If not approved, the compactor will need to undergo expensive repairs to keep it running and will continue to sit idle.

**FISCAL EFFECTS**

The replacement of a compactor is budgeted in FY25. By deferring the replacement and rebuilding this unit, we will save approximately \$821,118.

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**City Council Regular**

**Date:** 11/25/2024  
**Title:** W.O. 19-12, West End Reservoir Project, GC/CM Contract Change Order No. 2, BBWA Raw Water Delivery  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that the City Council approve Change Order No. 2 to the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (Construction Contract) with Dick Anderson Construction, Inc. for the W.O. 19-12: West End Reservoir Project in the amount of \$13,553,020.76.

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

On December 11, 2023, City Council approved a Construction Contract with DAC for the West End Reservoir Project in the amount of \$153,211.35. This initial contract Guaranteed Maximum Price (GMP) allowed the Project Team to begin dewatering the reservoir site through rental of temporary pumping equipment and purchase of permanent dewatering equipment.

Change Order No. 1 for the procurement of an electrical equipment substation for the Raw Water Pump Station (RWPS) for a GMP of \$408,352.64 was approved by City Council on August 26, 2024. Early procurement of this equipment ahead of construction was necessary to maintain overall project schedule due to the 40-week lead time in delivering the project site.

Change Order No. 2 now under consideration is for the construction of the BBWA Raw Water Delivery (RWD) Facilities for a GMP amount of \$13,553,020.76. Work includes construction of a BBWA Unloader Structure, Screen Structure, Diversion Channel, Raw Water Pump Station (RWPS), and a Canyon Creek Diversion Structure. Approximately 750 feet of 60-inch piping will be installed to connect these facilities, and about 1900 feet of both 36 and 42-inch pipe will be installed from the RWPS to the West End Water Treatment Plant (WEWTP) along with all necessary gravel access roads. This GMP does not include the majority of electrical facilities and equipment installation.

In order to be ready for summer 2026 WEWTP start-up activities, construction of these RWD facilities needs to begin in 2024. Dick Anderson Construction (DAC) submitted this GMP based on HDR Engineering's 60% GMP (Civil, Structural & Process) Drawings and Specifications, and pricing is based on DAC's self-performance of the work. As design progresses toward final completion, value engineering of the project may result in cost savings. When 100% Design Plans and Specifications are complete, DAC will solicit competitive bids to install electrical and other work disciplines to ensure the City receives the best project construction value. The project team will assemble a future change order to add the electrical work and possibly adjust other work discipline pricing downward based on comparison of bids to DAC's self-performed pricing.

**ALTERNATIVES**

City Council may:

- Approve Change Order No. 2 to the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (Construction Contract) with Dick Anderson Construction, Inc., or,
- Not approve Change Order No. 2. If Council does not approve this change order, the schedule for start-up of the West End Water Treatment plant is at risk of delay.

**FISCAL EFFECTS**

The W.O. 19-12: West End Reservoir Project was budgeted in FY25 using Water Funds in the amount of \$72,878,045. Considering previously encumbered funds of \$2,122,887.10, Change Order No. 1 in August in the amount of \$408,352.64 and this change order in the amount of \$13,553,020.76, there is \$56,793,784.50 remaining in the budget. Remaining funds will be used for engineering and reservoir construction.

WO1912 WER GC/CM Contract CO#2

# W.O. 19-12, West End Reservoir Project

## Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (GC/CM)

### Change Order No. 2

OWNER: City of Billings

CONTRACTOR: Dick Anderson Construction, LLC

DATE: November 6, 2024

In accordance with the terms of this Contract, the following changes are approved:

#### CHANGE IN CONTRACT PRICE:

|                                                 |                        |
|-------------------------------------------------|------------------------|
| Original Contract Price:                        | \$153,211.35           |
| Net Increase from Previous Change Orders:       | \$408,352.64           |
| Contract Price Prior to this Change Order:      | \$561,563.99           |
| <b>Net Increase of this Change Order:</b>       | <b>\$13,553,020.76</b> |
| Contract Price with all Approved Change Orders: | \$14,114,584.75        |

#### CHANGE IN CONTRACT TIME:

|                                                |     |
|------------------------------------------------|-----|
| Original Contract Time:                        | N/A |
| Net Change from Previous Change Orders:        | N/A |
| Contract Time Prior to this Change Order:      | N/A |
| Net Increase of this Change Order:             | 577 |
| Contract Time with all Approved Change Orders: | 577 |

#### DESCRIPTION:

Dick Anderson Construction is directed to make the following changes in the Contract Documents:

- Construct BBWA Unloader Structure, Screen Structure, Diversion Channel, Raw Water Pump Station (RWPS), and Canyon Creek Diversion Structure. Install 20 and 60-inch piping to connect facilities and 36 and 42-inch pipe toward the West End Water Treatment Plant (WEWTP). Install gravel access roads. This GMP includes some but not the majority of the electrical facilities installation. (*\$13,553,020.76 increase*).

#### REASON FOR CHANGE ORDER:

In order to be ready for summer 2026 WEWTP start-up activities, construction of the Raw Water Delivery Facilities needs to start in 2024. This \$13,553,020.76 Guaranteed Maximum Price is based on HDR Engineering's 60% GMP (Civil, Structural & Process) Drawings and Specifications and Dick Anderson Construction's self-performance of the work. As design progresses toward final completion, value-engineering of the project may result in cost savings. When 100% Design Plans and Specifications are complete, DAC will solicit bids to install electrical and other work disciplines to ensure the City receives the best project construction value. The project team will assemble a future change order to add the electrical and possibly adjust other work discipline pricing downward based on comparison of bids to DAC's self-performed pricing.



ATTACHMENTS:

- Attachment 1: W.O. 19-12 Billings West End Reservoir, Change Order No. 2 (11pp., 11/6/24)

In consideration of the terms and performance contained herein, or attached and incorporated herein, the Owner and Contractor also agree to the following modifications to the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager dated December 13, 2023:

1. ARTICLE 2 GENERAL PROVISIONS, Section 2.6 DEFINITIONS, 2.6.1.1. Add the following to the list of exhibits that are part of this Agreement:
  - EXHIBIT E: Attachment 1: W.O. 19-12 Billings West End Reservoir, Change Order No. 2, BBWA Raw Water Delivery – 60% Drawings, Assumptions and Calculations on which the GMP is Based, Contingency, Allowances, and 60% Schedule (11pp., 11/6/24)
  - EXHIBIT F: W.O. 19-12, West End Water Facility, BBWA Raw Water Delivery, 60% GMP (Civil, Structural & Process) Drawings and Project Manual (HDR, September 2024)
2. ARTICLE 6 TIME, Replace Section 6.1.1 with the following:
  - 6.1.1 SUBSTANTIAL/FINAL COMPLETION Based on a Work Notice to Proceed date of December 2, 2024, the Date of Substantial Completion for the BBWA Raw Water Delivery Facilities described in Change Order No. 2 is established as June 30, 2026, and the date of Final Completion is established as July 31, 2026. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.
3. ARTICLE 6 TIME, Change Section 6.3.1 (m) to the following:
  - (m) adverse weather conditions: contract time for adverse weather conditions shall be evaluated in accordance with the City of Billings Standard Modifications to MPWSS, 6<sup>th</sup> Edition, Section 00900 – Standard Provisions, 2. Extension of Contract Time for Adverse Weather.
4. ARTICLE 16 SCOPE OF WORK, Add the following:
  - 16.4 SCOPE OF WORK – CHANGE ORDER NO. 2. Pursuant to Section 3.4 and ARTICLE 7, the Owner and CG/CM desire to establish an additional Guaranteed Maximum Price (GMP) for performance of the portion of Work in accordance with the exhibits listed below, which are part of this Agreement:
    - a) EXHIBIT E: Attachment 1: W.O. 19-12 Billings West End Reservoir, Change Order No. 2, BBWA Raw Water Delivery – 60% Drawings, Assumptions and Calculations on which the GMP is Based, Contingency, Allowances, and 60% Schedule (11pp., 11/6/24)
    - b) EXHIBIT F: W.O. 19-12, West End Water Facility, BBWA Raw Water Delivery, 60% GMP (Civil, Structural & Process) Drawings and Project Manual (HDR, September 2024)

The said Contract as hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF the said Parties have caused this agreement to be executed as of the day and year signed below.



GENERAL CONTRACTOR/CONSTRUCTION MANAGER

Name: \_\_\_\_\_

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

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

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

CITY OF BILLINGS, MONTANA

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

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

END OF DOCUMENT.



**City Council Regular**

**Date:** 11/25/2024  
**Title:** Approval of Amendment 22 with Morrison-Maierle, Inc. for Engineering Services on the Runway 7/25 Reconstruction and Extension Project  
**Presented by:** Shane Ketterling, Assistant Director of Aviation and Transit  
**Department:** Airport  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 22 with Morrison-Maierle, Inc. for the engineering services associated with the reconstruction and extension of Runway 7/25 in the amount of \$348,630.00

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

On May 5, 2022, the City Council approved a five-year contract with Morrison-Maierle, Inc. (M-M) to provide all pre-design and scope of work activities, survey, construction inspection and oversight, and project closeout for the Aviation and transit Department for all civil engineering work required during the five-year term. This base contract with M-M is amended each time a new project is undertaken. Amendment 22 for \$348,630 will provide funding for M-M to prepare plans and specifications, provide bidding assistance, construction administration, field observation and project closeout reports for the Federal Aviation Administration (FAA) in order to reconstruct and extend Runway 7/25.

Runway (RWY) 7/25 is the only crosswind runway at the Airport and was originally built in 1991. Although this runway was rehabilitated in 2007 by removing and replacing the top 2 inches of asphalt, RWY 7/25 has exceeded its useful life and needs to be replaced. The existing base course material is over 30 year old recycled asphalt millings that have failed and created large longitudinal and transverse cracks in the runway surface which is a safety hazard for aircraft. The FAA also identified that the end of RWY 7 intersects the general aviation RWY 10R/28L and no longer meets airfield geometry safety standards. This project will resolve both of these problems by removing and replacing the asphalt surface full depth including the base course material. The end of RWY 7 will be relocated so it no longer intersects RWY 10R/28L and the overall length will increase from 5,501 feet to 6,301 feet allowing larger and heavier aircraft to operate on it. Specifically, 34,385 square yards of runway asphalt will be removed and replaced; 60,000 cubic yards of dirt/rock will be excavated to extend RWY 7; 70,000 cubic yards of fill will be added for the RWY 25 extension and 11,110 square yards of asphalt paving will occur to build a new connector taxiway. Additionally, all of the incandescent runway lighting and informational signs will be replaced with all new LED lighting which will utilize less energy and save the Airport money. This project will cost approximate 10 million dollars and the construction work will take place from May to October in 2025.

The scope of work and associated engineering fees for these services have been reviewed by Ardurra Engineering from Cody, WY and negotiated by staff and will be approved by the Federal Aviation Administration (FAA). The FAA requires that all engineering fees be reviewed by a second contracted engineering firm to verify that these fees are reasonable, fair and equitable. Ardurra Engineering was contracted to perform the secondary review, providing staff with an independent cost estimate to negotiate the fees with M-M.

**ALTERNATIVES**

City Council may:

- Approve Amendment 22 for the engineering fees with M-M; or,
- Not Approve Amendment 22 with M-M, delay the project and advise staff on how to proceed

**FISCAL EFFECTS**

The total cost of the engineering services in Amendment 22 are \$348,630. These fees will be funded 90% with Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funds and 10% with local match funds. The FAA's grant funding will be \$313,767 and the City's local match will be \$34,863. The local match funds are budgeted and available in the Airport's Capital Account and will be reimbursed at a later date through the Airport's Passenger Facility Charge (PFC) program. Ultimately, all of these engineering fees are paid for and essentially do not cost the City or Airport anything.

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**Attachments**

Amendment 22-RWY725

**AMENDMENT NO. TWENTY-TWO (22)**  
**TO**  
**AGREEMENT FOR ENGINEERING SERVICES**  
**CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT**

**DATED May 5, 2022**

This AMENDMENT, made and entered into on \_\_\_\_\_ by and between the following:

City of Billings, Montana, a Municipal Corporation, PO Box 1178  
Billings, Montana 59103, hereinafter designated the OWNER

and

Morrison-Maierle, Inc., 315 N. 25<sup>th</sup> Street, Suite 102, Billings, Montana 59101,  
a private Montana Corporation, hereinafter designated as the ENGINEER

**WITNESSETH:**

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Engineering service contract dated **May 5, 2022**, and;

WHEREAS, the OWNER has a need for additional engineering services, and;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the **May 5, 2022** Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

**ARTICLE I – SCOPE OF SERVICES**

The following items of work listed below are added and amended by Amendment TWENTY-TWO (22) for Runway 7/25 Extension and Reconstruction.

The general scope of work is to prepare plans and specifications and provide bidding assistance to reconstruct Runway 7/25 with extensions on both runway ends.

**Section A2 - SERVICES OF ENGINEER**

**A2.01**

**Design and Construction Administration of Airport Improvement Projects**

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.) – Under Amendment 20 in 2020.
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.)
- Phase V Construction Phase Services including Resident Project Representative (Master Agreement Section 2.01 B.) – In a future Amendment
- Phase VI Project Closeout (Master Agreement Section 2.01 B.) – In future Amendment

## **A2.02 Basic Services**

The ENGINEER agrees to provide normal professional engineering and construction services in connection with the Project as set forth below:

Runway 7/25 project includes the extension of both runway thresholds to fix the existing pavement geometry to meet required FAA safety standards. This project includes removal of the existing pavement section (4" asphalt over 8" 100% millings), regrade and compact existing subgrade, build new pavement section (4" asphalt over 8" P-208) on existing runway and on the runway extension. Taxiways "H" and "D" will also be extended and relocated to meet B-II design standards and connect to the new runway ends. Final design for storm drainage with new inlets, pipe, and final design grading with details of runway/taxiway striping, lighting, signage, PAPIs, REILs, and wind cone. This project has been added into the AGIS system for new runway end locations, imagery will be completed under the final design in the fall. The reconstruction cost estimate is \$9.2 million, based on 2024 prices.

### Final Design Phase

- Prepare for, attend, and document the pre-design conference. This was completed previously but needs to be completed again with a new project manager at the Helena FAA, and because the last meeting was 5 years ago. Review the project details and design report prior to moving into the final design.
- Prepare the scope of work, including coordination with the Sponsor and FAA.
- Prepare fee proposal. This will include preparing the initial fee proposal as well as negotiations with the Sponsor.
- Prepare Sponsor-Consultant project-specific agreement. This includes preparation, negotiation, and distribution.
- Grants – prepare two grant applications for this project (AIP, BIL), managing the grants, and complete closeout reports for two grants.
- Prepare Cold Weather Form for Discretionary funding to start the project ahead of the funding.
- Modification of Design Standards for P-152 when rock is encountered.
- The preliminary design laid out Runway 7/25 and all taxiways meeting B-II aircraft. The final design will look at grading plans and final sheets. Many preliminary design items were redesigned due to the design AC being updated in 2022. The taxiway location, hold bars and grading all were redesigned due to the update.
- **CSPP** - Prepare construction safety and phasing plan, submit to OEAAA for review. This process will take coordination with airport operations and key airport staff. Runway 7/25 crosses active Taxiways "G", "A", and commercial RWY 10L/28R. We need to discuss closures, haul routes, time frames for construction operations. Once a plan is created it will be added to the set of drawings with notes, color plans, and information. Also added to special provisions for Contractor information.
- **SMS** – Prepare for a safety management system meeting. Since this project is crossing a few active commercial taxiways and the main commercial runway a SMS meeting will be held. We will prepare for the SMS meeting and provide all required documentation and exhibits.
- Final Plans – Control point/survey drawing, CSPP sheets, final grading sheets, drainage plans, pavement section/profile/details, electrical sheets (lights, PAPIs, REILs, signs), final pavement marking sheets and details.
- Design/As-built AGIS for new approaches to be approved during the final design.
  - Imagery –This will be completed during the final design in the fall of 2024. .
- Final design work includes;
  - storm water – finalize all locations, size and details;
  - utility design – finalize;
  - pavement design thickness – already completed during preliminary design;
  - pavement geometry – initially completed during preliminary design, but redesign was required following updated AC in 2022;
  - PAPI design – finalize grading plan and airport review. This was redesigned with new FAA PM and working with the FAA airspace group;
  - pavement marking design – finalize all details, location is 80% complete;
  - lighting and signage design – finalize all details, location is 80% complete;

- initial cost estimate from 2020, this will be updated to 2024 prices;
  - update approach information with FAA; and
  - all sign, lighting, and pavement marking plans need to be sent to BIL certification inspector. This will be completed in September.
- Complete Project Manual with Specifications

Bidding/Construction preparation

- Advertise the project for 4-5 weeks since it is a large project. Have a prebid meeting with all interested parties. Addendums during bidding (2 each).
- Attend bid opening. After reviewing all bid documents, prepare award recommendations. Send FAA all bidding items and award recommendations.
- Prepare contract documents, review insurance certifications and bonding, and get contracts ready for signatures.
- Start reviewing shop drawings, prepare a construction management plan, coordinate testing labs with the Contractor and Owner, and get the safety plan information back from the contractor.

Construction Phase (NOT INCLUDED UNDER THIS SCOPE, FOR FUTURE WORK)

- This will include construction observation time, project management during the project.
- This could be constructed in 2025 or 2026. Need final CSPP with calendar days to complete the construction observation time.

**Section A3 – Owner’s Responsibilities**

The provisions of **Section 3 Owner’s Responsibilities** from the Master Agreement are hereby incorporated by reference.

The following SPONSOR’s responsibilities related directly to this project are added to this Task Amendment: No additional Changes added to this section.

**Section A4 - Times for Rendering Services**

| <u>Phase</u>                                                                                                       | <u>Completion Date</u>              |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Phase I – Programming and Pre-Design Activities                                                                    | October 2024                        |
| Phase II – Preliminary Design Engineering                                                                          | Complete - NA                       |
| Phase III –Final Design Engineering                                                                                | January 2025                        |
| Phase IV – Bidding Assistance <ul style="list-style-type: none"> <li>• Advertise</li> <li>• Bid Opening</li> </ul> | February – March 2025<br>March 2025 |
| Phase V - Construction Phase Services                                                                              | NA – In future Amendment            |
| Phase VI – Project Closeout Services                                                                               | NA – In future Amendment            |

**Section A5 - Payments to ENGINEER**

**A5.01 Effective Rates for this Task Amendment**

- A. The approved federal overhead rate in effect on the date of this Amendment is 226.35 %.
- B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

**A5.02. Summary of Total Compensation**

The total compensation for services identified under this Amendment is estimated to be \$ 348,630.00 based on the following assumed distribution:

| <b>Phase</b>                                  | <b>Method of Payment</b>            |          | <b>Compensation</b> |
|-----------------------------------------------|-------------------------------------|----------|---------------------|
| Phase I – Programming & Pre-Design Activities | <b>Lump Sum</b>                     |          | <b>\$ 13,660</b>    |
| Phase II – Preliminary Design Services        | <b>Lump Sum</b>                     |          |                     |
| Phase III – Final Design Services             | <b>Lump Sum</b>                     |          | <b>\$ 311,185</b>   |
| Phase IV – Assistance in the Bidding Process  | Cost Plus Fixed Fee                 |          |                     |
|                                               | Direct Labor, Payroll & Overhead    | \$20,675 |                     |
|                                               | Reimbursable Expenses               | \$9      |                     |
|                                               | Subconsultant Costs                 | \$0      |                     |
|                                               | Estimated Total Cost                | \$20,684 |                     |
|                                               | Fixed Fee                           | \$3,101  |                     |
|                                               | <b>Total Estimated Compensation</b> |          | <b>\$ 23,785</b>    |
| Phase V - Construction Phase Services         | Cost Plus Fixed Fee                 |          |                     |
|                                               | Direct Labor, Payroll & Overhead    | \$0      |                     |
|                                               | Reimbursable Expenses               | \$0      |                     |
|                                               | Subconsultant Costs                 | \$0      |                     |
|                                               | Estimated Total Cost                | \$0      |                     |
|                                               | Fixed Fee                           | \$0      |                     |
|                                               | <b>Total Estimated Compensation</b> |          | <b>\$ -</b>         |
| Phase VI – Project Closeout Services          | <b>Lump Sum</b>                     |          | <b>\$ -</b>         |
| <b>TOTAL COMPENSATION THIS TASK AMENDMENT</b> |                                     |          | <b>\$ 348,630</b>   |

**Section A6 - CONSULTANTS:**

NV5 Geospatial Inc. conducting imagery for Runway 7/25 per FAA Advisory Circular.

**Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:**

None

**Section A8 - ATTACHMENTS:**

- A. Exhibit A – Engineering Budget
- B. Exhibit B – Total Amendments to Date

**Section A9 - APPROVAL AND ACCEPTANCE:**

**A9.01** Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on September 2024, which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

The Effective Date of this Amendment is as written in above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment TWENTY-TWO (22) on \_\_\_\_\_.

CONSULTANT

**Morrison-Maierle, Inc.**

BY: *Gill A. Cook*

DATE: 10/16/2024

OWNER

**City of Billings**

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

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

ATTEST:

BY: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

## Exhibit A

### Amendment 22 DESIGN ENGINEERING BUDGET

| <b>Engineering Services</b> | Total<br>Man-hours | Labor Rate | Total |
|-----------------------------|--------------------|------------|-------|
|-----------------------------|--------------------|------------|-------|

|                           |       |          |           |
|---------------------------|-------|----------|-----------|
| Professional Services for | 1,242 | \$178.96 | \$222,269 |
|---------------------------|-------|----------|-----------|

#### Expenses

|                                     |                |
|-------------------------------------|----------------|
| Vehicle (Company)                   | \$182          |
| Vehicle (Rental)                    | \$0            |
| Air Travel (Commercial)             | \$0            |
| Air Travel (Charter)                | \$0            |
| Meals                               | \$0            |
| Lodging                             | \$0            |
| Survey Supplies                     | \$1,000        |
| Survey Equipment                    | \$720          |
| Printing                            | \$80           |
| Full Size ALP Printing +<br>Postage | \$0            |
| <b>Total Expenses</b>               | <b>\$1,982</b> |

|                             |                 |                |
|-----------------------------|-----------------|----------------|
| <b>Professional Charges</b> | <b>\$67,255</b> | subconsultants |
|-----------------------------|-----------------|----------------|

|                                        |                  |
|----------------------------------------|------------------|
| Total MU Labor                         | \$222,269        |
| Total Direct Expenses                  | \$1,982          |
| Total Fixed Fee                        | \$33,339         |
| Total MU Labor & Expenses & Fixed Fee  | \$257,590        |
| Professional Expenses                  | \$67,255         |
| <b>Total Lump Sum for Design Phase</b> | <b>\$324,845</b> |

**Amendment 22  
ENGINEERING BUDGET  
Phase IV - Bidding**

| Engineering Services  | Total<br>Man-hours | Labor Rate | Total    |
|-----------------------|--------------------|------------|----------|
| Professional Services | 116                | \$178.23   | \$20,675 |

**Expenses**

|                                     |                           |
|-------------------------------------|---------------------------|
| Vehicle (Company)                   | \$9                       |
| Vehicle (Rental)                    | \$0                       |
| Air Travel (Commercial)             | \$0                       |
| Air Travel (Charter)                | \$0                       |
| Meals                               | \$0                       |
| Lodging                             | \$0                       |
| Survey Supplies                     | \$0                       |
| Survey Equipment                    | \$0                       |
| Printing                            | \$0                       |
| Full Size ALP Printing +<br>Postage | \$0                       |
| <b>Total Expenses</b>               | <b>\$9</b>                |
| <u>Professional Charges</u>         | <u>\$0 subconsultants</u> |

|                                                    |                        |
|----------------------------------------------------|------------------------|
| Total MU Labor                                     | \$20,675               |
| Total Direct Expenses                              | <u>\$9</u>             |
| Total MU Labor & Expenses                          | \$20,684               |
| Fixed Fee                                          | \$3,101                |
| Professional Expenses                              | <u>\$0</u>             |
| <b>Total Cost Plus Fixed Fee for Bidding Phase</b> | <b><u>\$23,785</u></b> |

## Exhibit B

| <b>Summary of Agreements for Professional Engineering Services</b>               |          |                  |                 |                  |
|----------------------------------------------------------------------------------|----------|------------------|-----------------|------------------|
| Description                                                                      |          | Labor & Expenses | Fixed Fee       | Total            |
| <b>Amendment No. 1</b> FY 23 On Call                                             |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$24,999         |                 | \$24,999         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A |                  |                 | \$0              |
| <b>TOTAL Amendment No. 1</b>                                                     |          | <b>\$24,999</b>  | <b>\$0</b>      | <b>\$24,999</b>  |
| <b>Amendment No. 2</b> Carpet Replacement                                        |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$9,792          |                 | \$9,792          |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$2,047          | \$299           | \$2,346          |
| <b>TOTAL Amendment No. 2</b>                                                     |          | <b>\$11,839</b>  | <b>\$299</b>    | <b>\$12,138</b>  |
| <b>Amendment No. 3</b> Baggage Claim Restroom Remodel                            |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$29,627         |                 | \$29,627         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$14,810         | \$1,073         | \$15,883         |
| <b>TOTAL Amendment No. 3</b>                                                     |          | <b>\$44,437</b>  | <b>\$1,073</b>  | <b>\$45,510</b>  |
| <b>Amendment No. 4</b> Steam Boiler Replacement Project                          |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$9,561          |                 | \$9,561          |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$2,837          | \$416           | \$3,253          |
| <b>TOTAL Amendment No. 4</b>                                                     |          | <b>\$12,398</b>  | <b>\$416</b>    | <b>\$12,814</b>  |
| <b>Amendment No. 5</b> Mid-Field Service Road                                    |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$54,709         |                 | \$54,709         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$65,006         | \$8,841         | \$73,847         |
| <b>TOTAL Amendment No. 5</b>                                                     |          | <b>\$119,715</b> | <b>\$8,841</b>  | <b>\$128,556</b> |
| <b>Amendment No.6</b> Commerical Apron - Schedule 4                              |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$67,332         |                 | \$67,332         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$143,015        | \$19,070        | \$162,085        |
| <b>TOTAL Amendment No.6</b>                                                      |          | <b>\$210,347</b> | <b>\$19,070</b> | <b>\$229,417</b> |
| <b>Amendment No. 7</b> MET Transit OnCall                                        |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$24,999         |                 | \$24,999         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A |                  |                 |                  |
| <b>TOTAL Amendment No. 7</b>                                                     |          | <b>\$24,999</b>  | <b>\$0</b>      | <b>\$24,999</b>  |
| <b>Amendment No. 8</b> Passenger Facility Charge (PFC)<br>Application Assistance |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$12,168         |                 | \$12,168         |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A |                  |                 |                  |
| <b>TOTAL Amendment No. 8</b>                                                     |          | <b>\$12,168</b>  | <b>\$0</b>      | <b>\$12,168</b>  |
| <b>Amendment No. 9</b> Terminal Patch and Paint                                  |          |                  |                 |                  |
| PHASE I - DESIGN                                                                 | TABLE 1A | \$9,126          |                 | \$9,126          |
| PHASE II - CONSTRUCTION                                                          | TABLE 2A | \$3,362          | \$504           | \$3,866          |
| <b>TOTAL Amendment No. 9</b>                                                     |          | <b>\$12,488</b>  | <b>\$504</b>    | <b>\$12,992</b>  |

| <b>Summary of Agreements for Professional Engineering Services (Cont.)</b> |          |                             |                  |                  |
|----------------------------------------------------------------------------|----------|-----------------------------|------------------|------------------|
| <b>Description</b>                                                         |          | <b>Labor &amp; Expenses</b> | <b>Fixed Fee</b> | <b>Total</b>     |
| <b>Amendment No. 10</b> MET Monad Office Remodal                           |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$296,720                   |                  | \$296,720        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$105,530                   | \$6,750          | \$112,280        |
| <b>TOTAL Amendment No. 10</b>                                              |          | <b>\$402,250</b>            | <b>\$6,750</b>   | <b>\$409,000</b> |
| <b>Amendment No. 11</b> FY 24 On Call                                      |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$24,999                    |                  | \$24,999         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A |                             |                  | \$0              |
| <b>TOTAL Amendment No. 11</b>                                              |          | <b>\$24,999</b>             | <b>\$0</b>       | <b>\$24,999</b>  |
| <b>Amendment No. 12</b> 2023 Apron Schedule 4 - Amendment                  |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A |                             |                  |                  |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$22,000                    | \$900            | \$22,900         |
| <b>TOTAL Amendment No. 12</b>                                              |          | <b>\$22,000</b>             | <b>\$900</b>     | <b>\$22,900</b>  |
| <b>Amendment No. 13</b> Gate Fiber Replacement Project                     |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$12,080                    |                  | \$12,080         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$9,485                     | \$1,423          | \$10,908         |
| <b>TOTAL Amendment No. 13</b>                                              |          | <b>\$21,565</b>             | <b>\$1,423</b>   | <b>\$22,988</b>  |
| <b>Amendment No. 14</b> MET IT Security Infrastructure                     |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$8,500                     |                  | \$8,500          |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$4,498                     | \$602            | \$5,100          |
| <b>TOTAL Amendment No. 14</b>                                              |          | <b>\$12,998</b>             | <b>\$602</b>     | <b>\$13,600</b>  |
| <b>Amendment No. 15</b> Cargo Slot 5 Ramp Construction                     |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$341,120                   |                  | \$341,120        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$330,075                   | \$42,015         | \$372,090        |
| <b>TOTAL Amendment No. 15</b>                                              |          | <b>\$671,195</b>            | <b>\$42,015</b>  | <b>\$713,210</b> |
| <b>Amendment No. 16</b> Aviation Place Road Rehabilitation                 |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$80,345                    |                  | \$80,345         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$71,466                    | \$9,719          | \$81,185         |
| <b>TOTAL Amendment No. 16</b>                                              |          | <b>\$151,811</b>            | <b>\$9,719</b>   | <b>\$161,530</b> |
| <b>Amendment No. 17</b> IP 9 Window Replacement                            |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$6,390                     |                  | \$6,390          |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A | \$3,660                     | \$550            | \$4,210          |
| <b>TOTAL Amendment No. 17</b>                                              |          | <b>\$10,050</b>             | <b>\$550</b>     | <b>\$10,600</b>  |
| <b>Amendment No. 18</b> FY 25 On Call                                      |          |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A | \$24,999                    |                  | \$24,999         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A |                             |                  | \$0              |
| <b>TOTAL Amendment No. 18</b>                                              |          | <b>\$24,999</b>             | <b>\$0</b>       | <b>\$24,999</b>  |

| <b>Summary of Agreements for Professional Engineering Services (Cont.)</b> |                                                 |                             |                  |                  |
|----------------------------------------------------------------------------|-------------------------------------------------|-----------------------------|------------------|------------------|
| <b>Description</b>                                                         |                                                 | <b>Labor &amp; Expenses</b> | <b>Fixed Fee</b> | <b>Total</b>     |
| <b>Amendment No. 19</b>                                                    | <b>West Sewer and Water Expansion</b>           |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                        | \$14,495                    |                  | \$14,495         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                        | \$30,380                    | \$4,470          | \$34,850         |
| <b>TOTAL Amendment No. 19</b>                                              |                                                 | <b>\$44,875</b>             | <b>\$4,470</b>   | <b>\$49,345</b>  |
| <b>Amendment No. 20</b>                                                    | <b>MET Bus Wash</b>                             |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                        | \$35,670                    |                  | \$35,670         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                        | \$13,326                    | \$994            | \$14,320         |
| <b>TOTAL Amendment No. 20</b>                                              |                                                 | <b>\$48,996</b>             | <b>\$994</b>     | <b>\$49,990</b>  |
| <b>Amendment No. 21</b>                                                    | <b>MET Security Cameras Upgrade</b>             |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                        | \$26,200                    |                  | \$26,200         |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                        | \$9,317                     | \$1,383          | \$10,700         |
| <b>TOTAL Amendment No. 21</b>                                              |                                                 | <b>\$35,517</b>             | <b>\$1,383</b>   | <b>\$36,900</b>  |
| <b>Amendment No. 22</b>                                                    | <b>Runway 7/25 Extension and Reconstruction</b> |                             |                  |                  |
| PHASE I - DESIGN                                                           | TABLE 1A                                        | \$324,845                   |                  | \$324,845        |
| PHASE II - CONSTRUCTION                                                    | TABLE 2A                                        | \$20,684                    | \$3,101          | \$23,785         |
| <b>TOTAL Amendment No. 22</b>                                              |                                                 | <b>\$345,529</b>            | <b>\$3,101</b>   | <b>\$348,630</b> |

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Acceptance of Donation from Scheels in the Amount of \$10,000 to the Billings Police Department  
**Presented by:** Rich St. John, Police Chief  
**Department:** Police  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council accept the donation from Scheels in the Amount of \$10,000 to be used to support the K9 program with training and equipment purchases.

**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. Billings Scheels has donated \$10,000 to be used to help pay for training and equipment purchases to support the K9 team.

**ALTERNATIVES**

City Council may:

- Approve the donation to the Billings Police Department in the amount of \$10,000 or;
- Disapprove the donation to the Billings Police Department in the amount of \$10,000 and provide further direction to staff.

**FISCAL EFFECTS**

There is no impact to the General Fund.

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**City Council Regular**

**Date:** 11/25/2024  
**Title:** Lockwood Precast Donation / Use of Contingency Funds  
**Presented by:** Brandon Schmidt  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

It is recommended that the City Council approve the following actions to support the protection and enhancement of the veterans section at Mountview Cemetery:

Accept Donation: Approve the generous donation of one (1) park bench from Lockwood Precast, valued at \$1,620, to be placed in the veterans section.

Authorize Council Contingency Funds: Approve the allocation of \$13,930 from Council Contingency funds to cover the cost of 12 reinforced concrete planters. These planters, ordered from Lockwood Precast, will be positioned between Central Avenue and the veterans section to act as a protective barrier, preventing future vehicle incursions and reducing the risk of further damage to veterans' grave markers.

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

Over the past four months, 52 veteran markers at Mountview Cemetery have been damaged or destroyed by vehicles veering off Central Ave. To prevent further damage, the Parks and Recreation Department has ordered 12 reinforced concrete planters from Lockwood Precast, costing \$13,930. These planters will be positioned between Central Ave and the veterans section to act as a barrier.

The purchase was not part of the original budget, so the department is requesting Council Contingency funds to cover the cost. If these funds are not authorized, cemetery funds will be used instead. Additionally, Lockwood Precast has generously donated a park bench valued at \$1,620 for the veterans section.

**ALTERNATIVES**

City Council may:

- Approve staff recommendation for accepting donation and authorizing use of Council Contingency funds; or,
- Not Approve and provide staff direction

**FISCAL EFFECTS**

During the FY24 budget cycle, the cemetery did not anticipate the immediate need for this project and, as a result, did not request funding for it. Staff is now requesting \$13,930 from the Council contingency funds to cover the cost of the planters.

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**Attachments**

planter invoice



# Invoice #0001019

Ref: Price Quote #402  
Issue Date: Nov 5, 2024  
Due Date: Nov 6, 2024

## Lockwood Precast

Remittance P.O. Box 781 Billings, MT  
59103  
345 Lomond Lane  
Billings, Montana 59101  
United States  
sales@lockwoodprecast.com  
Phone: 406-245-4635

## Customer Info:

**City of Billings PRPL**  
**City of Billings PRPL**  
schmidt@billingsmt.gov  
Phone: 406-657-8373

## Mountview Cemetery

| Product or Service                                                                                                                                                                                                                                                                            | Quantity | Price      | Line Total  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-------------|
| <b>Planter</b><br>3'x3'x3' Planter<br>5000psi rebar<br>reinforced grey<br>exposed aggregate<br>precast concrete                                                                                                                                                                               | 12       | \$1,200.00 | \$14,400.00 |
| <b>Local Delivery</b><br>Delivered and set at<br>(1704 Central Ave,<br>Billings, MT 59102)<br>Local delivery covers<br>up to 2 hours from the<br>time the truck leaves<br>until the time the truck<br>returns. Deliveries that<br>run over will be billed<br>separately at \$125 per<br>hour. | 2        | \$250.00   | \$500.00    |

|                                                                                                     |   |             |             |
|-----------------------------------------------------------------------------------------------------|---|-------------|-------------|
| <b>Discount</b>                                                                                     |   |             |             |
| Discount for Veterans Cemetery (5% + 1 trip)                                                        | 1 | -\$970.00   | -\$970.00   |
| <b>Curved Back Bench</b>                                                                            |   |             |             |
| 11.5" x 2.5" x 6' 5000 psi, rebar reinforced, colored/exposed precast concrete with graphics & pad. | 1 | \$1,620.00  | \$1,620.00  |
| <b>Bench Donation for Veterans Cemetery</b>                                                         | 1 | -\$1,620.00 | -\$1,620.00 |

|                      |                    |
|----------------------|--------------------|
| <b>Subtotal</b>      | <b>\$13,930.00</b> |
| Taxes                | \$0.00             |
| <b>Invoice Total</b> | <b>\$13,930.00</b> |
| Amount Paid          | \$0.00             |
| <b>Balance Due</b>   | <b>\$13,930.00</b> |

Thank you for choosing Lockwood Precast!

A 50% deposit is required. Balance due Net 30 days from date of invoice or before product ships. (whichever comes first)

There is a 50% restocking fee on returned and/or items that are not picked up.

There are no returns/refunds for custom orders.

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Payment of Claims for week of October 22nd, 2024  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$2,274,848.65 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

No other alternatives were analyzed.

**FISCAL EFFECTS**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

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**Attachments**

CouncilMemo wk of 10222024

| Check Date | Check # | Name                           | Fund Name     | Amount       | Item Desc                                           |
|------------|---------|--------------------------------|---------------|--------------|-----------------------------------------------------|
| 10/22/2024 | 875030  | 7F Services                    | Tax Incrmnt S | \$ 58,797.20 | WO 23-15 River's Edge Trail & Gravel Parking Improv |
| 10/22/2024 | 875036  | Advanced Employment            | Public Safety | \$ 105.00    | 1360095998, cleaning PD3                            |
| 10/22/2024 | 875036  | Advanced Employment            | Solid Waste   | \$ 1,401.40  | Contract labor at landfill for week ending 10/6/24. |
| 10/22/2024 | 875036  | Advanced Employment            | Solid Waste   | \$ 2,031.30  | Contract labor at landfill for week ending 9/29/24. |
| 10/22/2024 | 875038  | Airports Council International | Airport       | \$ 22,898.00 | Invoice #31354-2025. Annual Membership              |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 356.53    | 5537324                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 8.23      | 5537458                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 23.52     | 5537458                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 93.33     | 5537698                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 111.03    | 5537812                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 2.92      | 5537812                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 1.32      | 5537812                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 25.87     | 5537816                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 3.36      | 5537816                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 8.48      | 5537816                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 110.82    | 5537816                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 44.74     | 5537909                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 67.38     | 5537909                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 106.08    | 5537909                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 45.28     | 5537909                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 28.17     | 5538277                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Fleet         | \$ 32.89     | 5538277                                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 8.88      | 5542038_Clips                                       |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ (8.88)    | 5542098_Clips_Ordered Wrong                         |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 43.98     | 5542583_Pad Brake                                   |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 259.60    | 5542583_Rotor Asy-Brake                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 13.43     | 5542583_Unit#1882_Lense                             |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 50.00     | 5542786_8C2Z 2B120                                  |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 50.00     | 5542786_8C2Z 2B121                                  |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 954.80    | 5542786_Bug Asy-Wheel                               |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 82.83     | 5542786_Caliper Asy-Brake                           |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 81.40     | 5542786_Caliper Asy-Brake                           |
| 10/22/2024 | 875044  | Archie Cochrane                | Transit       | \$ 154.44    | 5542786_Kit-Brake Lining                            |

| Check Date | Check # | Name               | Fund Name    | Amount       | Item Desc                                                 |
|------------|---------|--------------------|--------------|--------------|-----------------------------------------------------------|
| 10/22/2024 | 875044  | Archie Cochrane    | Transit      | \$ 477.40    | 5542944_HUB Asy-Wheel                                     |
| 10/22/2024 | 875044  | Archie Cochrane    | Transit      | \$ 77.22     | 5542944_Kit-Brake Lining                                  |
| 10/22/2024 | 875044  | Archie Cochrane    | Transit      | \$ 80.08     | 5542984_Unit#1878_Water Pump                              |
| 10/22/2024 | 875044  | Archie Cochrane    | Transit      | \$ 43.98     | 5543149_Pad Brake                                         |
| 10/22/2024 | 875044  | Archie Cochrane    | Transit      | \$ 259.60    | 5543149_Rotor Asy- Brake                                  |
| 10/22/2024 | 875045  | Ardurra Group      | Airport      | \$ 3,600.00  | 25 Runway 7/25 Project as Required by the FAA - Fed Share |
| 10/22/2024 | 875045  | Ardurra Group      | Airport      | \$ 400.00    | 25 Runway 7/25 Project as Required by the FAA - Loc Share |
| 10/22/2024 | 875046  | Askin Construction | Water        | \$ 20,755.51 | Retainage Release FINAL                                   |
| 10/22/2024 | 875046  | Askin Construction | Water        | \$ 3,571.40  | WO 22-01 Water Main Replacement                           |
| 10/22/2024 | 875047  | AT & T Corp        | Airport      | \$ 829.83    | Airport                                                   |
| 10/22/2024 | 875047  | AT & T Corp        | Building     | \$ 45.26     | Building Manager                                          |
| 10/22/2024 | 875047  | AT & T Corp        | Building     | \$ 603.92    | PW-Building Cell Phones                                   |
| 10/22/2024 | 875047  | AT & T Corp        | Building     | \$ 427.00    | PW-Building Surfaces                                      |
| 10/22/2024 | 875047  | AT & T Corp        | CDBG         | \$ 112.23    | Comm Dev                                                  |
| 10/22/2024 | 875047  | AT & T Corp        | Court Grants | \$ 90.52     | Muni Court DC                                             |
| 10/22/2024 | 875047  | AT & T Corp        | Engineering  | \$ 155.85    | Engineering Tablets                                       |
| 10/22/2024 | 875047  | AT & T Corp        | Engineering  | \$ 383.71    | PW-Engineering Cell Phones and MiFi                       |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 45.26     | Facilities BOC                                            |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 31.68     | Facilities BOC                                            |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 13.58     | Facilities BOC                                            |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 45.26     | Facilities BOC                                            |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 86.52     | Facilities BOC/CH cell and iPad                           |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 28.84     | Facilities BOC/CH cell and iPad                           |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 45.26     | Facilities City Hall                                      |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 45.26     | Facilities City Hall                                      |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 45.26     | Facilities City Hall                                      |
| 10/22/2024 | 875047  | AT & T Corp        | Facilities   | \$ 90.52     | Facilities Managers                                       |
| 10/22/2024 | 875047  | AT & T Corp        | Fleet        | \$ 90.91     | Motor Pool                                                |
| 10/22/2024 | 875047  | AT & T Corp        | General      | \$ 417.22    | Code Enforcement                                          |
| 10/22/2024 | 875047  | AT & T Corp        | General      | \$ 45.26     | Purchasing agent                                          |
| 10/22/2024 | 875047  | AT & T Corp        | General      | \$ 45.26     | Human Resources                                           |
| 10/22/2024 | 875047  | AT & T Corp        | General      | \$ 226.30    | Legal Dept -Domestic Violence -                           |
| 10/22/2024 | 875047  | AT & T Corp        | General      | \$ 50.31     | Legal                                                     |

| Check Date | Check # | Name        | Fund Name     | Amount      | Item Desc                          |
|------------|---------|-------------|---------------|-------------|------------------------------------|
| 10/22/2024 | 875047  | AT & T Corp | IT Resources  | \$ 120.00   | IT Department -On call Phone -     |
| 10/22/2024 | 875047  | AT & T Corp | Library       | \$ 348.42   | Library                            |
| 10/22/2024 | 875047  | AT & T Corp | Library       | \$ 107.46   | Library Out Reach                  |
| 10/22/2024 | 875047  | AT & T Corp | P.W. Admin    | \$ 32.68    | PWBLKNP OFFICE -50/50              |
| 10/22/2024 | 875047  | AT & T Corp | P.W. Admin    | \$ 32.67    | PWBLKNP OFFICE -50/50              |
| 10/22/2024 | 875047  | AT & T Corp | Park Dist 1   | \$ 574.42   | Parks Dept.                        |
| 10/22/2024 | 875047  | AT & T Corp | Park Dist 1   | \$ 35.28    | Parks Seasonal                     |
| 10/22/2024 | 875047  | AT & T Corp | Park Dist 1   | \$ 243.94   | PRPL - Recreation Division         |
| 10/22/2024 | 875047  | AT & T Corp | Park Dist 1   | \$ 487.26   | PRPL Parks Tablets                 |
| 10/22/2024 | 875047  | AT & T Corp | Park Dist 1   | \$ 88.20    | REC Seasonal                       |
| 10/22/2024 | 875047  | AT & T Corp | Park Dist 1   | \$ 169.04   | Rec Tablets                        |
| 10/22/2024 | 875047  | AT & T Corp | Parking       | \$ -        | Parking Division Meter Maintenance |
| 10/22/2024 | 875047  | AT & T Corp | Parking       | \$ 447.74   | Parking Phones and scanner         |
| 10/22/2024 | 875047  | AT & T Corp | Parking       | \$ 323.35   | Parking Phones and scanner         |
| 10/22/2024 | 875047  | AT & T Corp | PD Program    | \$ 160.56   | CCSIU Toughbook                    |
| 10/22/2024 | 875047  | AT & T Corp | PD Program    | \$ 45.59    | Domestic Violence                  |
| 10/22/2024 | 875047  | AT & T Corp | Phone System  | \$ 65.02    | IT iPads                           |
| 10/22/2024 | 875047  | AT & T Corp | Phone System  | \$ 45.26    | TeleComm Manager                   |
| 10/22/2024 | 875047  | AT & T Corp | Planning      | \$ 67.95    | Planning                           |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 273.21   | Animal Control Cell Phones         |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 321.12   | Animal Control -MDT                |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 120.42   | Assistant chiefs new iPads         |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 334.46   | Comm. Center 9-1-1                 |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 40.14    | Detective -Toughbook               |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 444.13   | FIRE CRADLEPOINT AND DRONES        |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 127.46   | FIRE CRADLEPOINT AND DRONES        |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 1,318.77 | Fire Department Cell Phones        |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 327.94   | FIRE EMS                           |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 181.84   | Fire EMS Cell Phone                |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 198.72   | FIRE INSPECTIONS                   |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 270.29   | Fire iPads                         |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 40.14    | Fire iPads                         |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety | \$ 222.06   | Fire iPads                         |

| Check Date | Check # | Name        | Fund Name      | Amount      | Item Desc                                                   |
|------------|---------|-------------|----------------|-------------|-------------------------------------------------------------|
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 802.80   | Fire Station iPads                                          |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 85.73    | ICAC -Campbell and Spare                                    |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 481.68   | MDT Fire                                                    |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 83.39    | POLICE CRADLEPOINT                                          |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 126.44   | POLICE CSO                                                  |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 3,921.79 | Police Department Cell Phone                                |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 50.31    | Police -Drone                                               |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 5,188.23 | Police MDT Toughbooks and Loaner MDT's                      |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 240.84   | Police MDT Toughbooks and Loaner MDT's                      |
| 10/22/2024 | 875047  | AT & T Corp | Public Safety  | \$ 287.20   | Ylwtstne Co Cellular Charges -Three cradlepoints -Fire Dept |
| 10/22/2024 | 875047  | AT & T Corp | Solid Waste    | \$ 331.71   | SOLID WASTE Cell and iPads                                  |
| 10/22/2024 | 875047  | AT & T Corp | Solid Waste    | \$ 139.36   | SOLID WASTE Cell and iPads                                  |
| 10/22/2024 | 875047  | AT & T Corp | Street/Traffic | \$ 55.35    | School Flashers                                             |
| 10/22/2024 | 875047  | AT & T Corp | Street/Traffic | \$ 627.32   | Street Traffic iPads                                        |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 50.27    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 22.61    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 50.27    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 20.50    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 50.27    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 50.27    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 6.79     | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 45.22    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 30.76    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 29.50    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 22.61    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 50.27    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 50.27    | MET                                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 10.29    | MET Mechanic                                                |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 339.59   | MET Transit Tablets                                         |
| 10/22/2024 | 875047  | AT & T Corp | Transit        | \$ 645.35   | MET Transit Tablets                                         |
| 10/22/2024 | 875047  | AT & T Corp | Wastewater     | \$ 181.04   | PW Environmental                                            |
| 10/22/2024 | 875047  | AT & T Corp | Wastewater     | \$ 354.24   | PWBELKNAP-DIST COLL CELL PHONES 50/50                       |
| 10/22/2024 | 875047  | AT & T Corp | Wastewater     | \$ 473.57   | PWBLKNP Electricians -Phones                                |

| Check Date | Check # | Name                           | Fund Name     | Amount        | Item Desc                                                  |
|------------|---------|--------------------------------|---------------|---------------|------------------------------------------------------------|
| 10/22/2024 | 875047  | AT & T Corp                    | Wastewater    | \$ 28.16      | PWBLKNP STORES -75/25                                      |
| 10/22/2024 | 875047  | AT & T Corp                    | Wastewater    | \$ 1,007.76   | PWBLNP-WWTRMNT1 WWTP and iPads                             |
| 10/22/2024 | 875047  | AT & T Corp                    | Wastewater    | \$ 104.52     | PWBLNP-WWTRMNT1 WWTP and iPads                             |
| 10/22/2024 | 875047  | AT & T Corp                    | Wastewater    | \$ 385.50     | PW-Distribution Collection Tablets 50/50                   |
| 10/22/2024 | 875047  | AT & T Corp                    | Wastewater    | \$ 80.28      | PW-Environmental                                           |
| 10/22/2024 | 875047  | AT & T Corp                    | Water         | \$ 354.24     | PWBELKNAP-DIST COLL CELL PHONES 50/50                      |
| 10/22/2024 | 875047  | AT & T Corp                    | Water         | \$ 978.43     | PWBELKNAP-WT Water Treatment                               |
| 10/22/2024 | 875047  | AT & T Corp                    | Water         | \$ 470.15     | PWBLKNP COMM-METER CityWorks/Neptune                       |
| 10/22/2024 | 875047  | AT & T Corp                    | Water         | \$ 412.71     | PWBLKNP MTRSHOP CELL PHONE AND IPADS                       |
| 10/22/2024 | 875047  | AT & T Corp                    | Water         | \$ 288.40     | PWBLKNP MTRSHOP CELL PHONE AND IPADS                       |
| 10/22/2024 | 875047  | AT & T Corp                    | Water         | \$ 84.47      | PWBLKNP STORES -75/25                                      |
| 10/22/2024 | 875047  | AT & T Corp                    | Water         | \$ 385.50     | PW-Distribution Collection Tablets 50/50                   |
| 10/22/2024 | 875048  | Automatic Transmission Rebuild | Fleet         | \$ 5,335.75   | 168598                                                     |
| 10/22/2024 | 875051  | Billings Clinic                | Public Safety | \$ 3,870.00   | MEDICAL DIRECTOR JULY, AUGUST, SEPTEMBER 2024              |
| 10/22/2024 | 875058  | Brenntag Pacific               | Wastewater    | \$ 6,075.00   | Trans 10-D defoaming for centrifuge                        |
| 10/22/2024 | ACH     | Burns & McDonnell Engineering  | Water         | \$ 160,978.52 | WO 19-42 West End Water Treatment Plant Project            |
| 10/22/2024 | 875062  | Capital City Consultants       | General       | \$ 5,100.00   | Christina Smith Fitness to Proceed Mental State Eval       |
| 10/22/2024 | 875063  | Carahsoft Tech                 | Building      | \$ 80,818.31  | EPLANSOLFT goPOST LICENSE                                  |
| 10/22/2024 | 875079  | Data Imaging System            | Building      | \$ 15,737.70  | Scanning Project for Building Division                     |
| 10/22/2024 | 875079  | Data Imaging System            | Building      | \$ 7,610.74   | Scanning Project for Building Division                     |
| 10/22/2024 | 875080  | Dell Computer                  | General       | \$ 134.12     | 1 -24" Monitor -New Finance                                |
| 10/22/2024 | 875080  | Dell Computer                  | Parking       | \$ 1,306.88   | Qty. 2Dell OptiPlex, -FAM-PARK2 and PARK 3                 |
| 10/22/2024 | 875080  | Dell Computer                  | Parking       | \$ 1,306.88   | Qty. 2Dell OptiPlex, -FAM-PARK2 and PARK 3                 |
| 10/22/2024 | 875080  | Dell Computer                  | Parking       | \$ 1,166.49   | Qty. 3 Dell OptiPlex, 2 -24" Monitors FAP-DVRVIDEOS        |
| 10/22/2024 | 875080  | Dell Computer                  | Parking       | \$ 1,298.53   | Qty. 3 Dell OptiPlex, 2 -24" Monitors FAP-DVRVIDEOS        |
| 10/22/2024 | 875080  | Dell Computer                  | Parking       | \$ 1,298.53   | Qty. 3 Dell OptiPlex, 2 -24" Monitors FAP-DVRVIDEOS        |
| 10/22/2024 | 875080  | Dell Computer                  | Phone System  | \$ 1,350.59   | Dell Optiplex, i7, 16GB, 1TB, monitor, sound bar           |
| 10/22/2024 | 875080  | Dell Computer                  | Public Safety | \$ 2,349.68   | Qty. 2 Dell OptiPlex 7020+, i7, 16GB ,1TB -Animal Control  |
| 10/22/2024 | 875082  | Desman Associates              | Parking       | \$ 3,000.00   | Engineering Svcs for Billings Parking Garages Repair Specs |
| 10/22/2024 | 875082  | Desman Associates              | Parking       | \$ 3,000.00   | Engineering Svcs for Billings Parking Garages Repair Specs |
| 10/22/2024 | 875082  | Desman Associates              | Parking       | \$ 3,000.00   | Engineering Svcs for Billings Parking Garages Repair Specs |
| 10/22/2024 | 875086  | DOWL                           | General       | \$ 1,330.00   | WO 23-42 BBWA Unloader - Meeting                           |
| 10/22/2024 | 875086  | DOWL                           | St Maint Dist | \$ 2,205.11   | WO 23-11 Downtown 2-Way Street Conversion                  |

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| 10/22/2024 | 875086  | DOWL                   | Tax Incrmt N27   | \$ 17,841.38 | WO 23-11 Downtown 2-Way Street Conversion             |
| 10/22/2024 | 875095  | Fileonq                | Public Safety    | \$ 5,965.00  | 12500, Zebra mobile scanner and software              |
| 10/22/2024 | ACH     | FlashParking           | Parking          | \$ 3,026.68  | EMPIRE GARAGE VENDING UNIT REPAIR 8/8/24              |
| 10/22/2024 | 875098  | Geveko Markings        | Street/Traffic   | \$ 2,632.20  | heat tape                                             |
| 10/22/2024 | 875098  | Geveko Markings        | Street/Traffic   | \$ 6,209.60  | heat tape                                             |
| 10/22/2024 | 875101  | Hansers Wrecker        | Fleet            | \$ 150.00    | BIL29086                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Fleet            | \$ 150.00    | BIL29486                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Fleet            | \$ 150.00    | BIL30669                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Fleet            | \$ 150.00    | BIL30673                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Fleet            | \$ 150.00    | BIL30674                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Fleet            | \$ 150.00    | BIL32143                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Public Safety    | \$ 150.00    | BIL30727                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Public Safety    | \$ 150.00    | BIL32120                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Public Safety    | \$ 150.00    | BIL33434                                              |
| 10/22/2024 | 875101  | Hansers Wrecker        | Public Safety    | \$ 150.00    | LIV5814                                               |
| 10/22/2024 | 875101  | Hansers Wrecker        | Transit          | \$ 750.00    | BIL30507_Unit#1840_Towing                             |
| 10/22/2024 | 875101  | Hansers Wrecker        | Transit          | \$ 750.00    | BIL33528_Unit#1828_Towing                             |
| 10/22/2024 | 875102  | Hardrives Construction | Solid Waste      | \$ 3,737.50  | WO 25-15 Landfill Paving, 1st & Final P               |
| 10/22/2024 | ACH     | HDR                    | Engineering      | \$ 294.89    | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | Light Maint      | \$ 76.32     | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | P.W. Admin       | \$ 842.16    | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | Solid Waste      | \$ 343.46    | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | Storm Sewer      | \$ 938.44    | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | Street/Traffic   | \$ 1,156.13  | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | Wastewater       | \$ 1,262.81  | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | Wastewater       | \$ 3,524.03  | WO 23-22 Digester Boiler Engineering Design           |
| 10/22/2024 | ACH     | HDR                    | Water            | \$ 3,758.94  | WO 20-33 Public Works GIS Services                    |
| 10/22/2024 | ACH     | HDR                    | Water            | \$ 39,063.76 | WO 23-12 Zone 4 Pump Station & Waterline Improvements |
| 10/22/2024 | 875104  | Hoppel                 | Public Safety    | \$ 3,438.00  | Summer 2024 Tuition Reimbursement 75%                 |
| 10/22/2024 | 875106  | Iaff                   | Payroll Clearing | \$ 5,596.92  | Payroll Summary                                       |
| 10/22/2024 | 875108  | InfoSend               | P.W. Admin       | \$ 260.00    | Programming Fee                                       |
| 10/22/2024 | 875108  | InfoSend               | P.W. Admin       | \$ 1,916.37  | statement processing 09/04-09/09/27/2024              |
| 10/22/2024 | 875108  | InfoSend               | P.W. Admin       | \$ 6,390.48  | statement processing 09/04-09/09/27/2024              |

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| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 319.36     | 7935732                                                  |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 1,940.40   | 7935732                                                  |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 583.49     | 7935732                                                  |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 368.31     | 7935732                                                  |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 3,669.48   | 7935732                                                  |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 684.33     | 7935732A                                                 |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 368.30     | 7935732A                                                 |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 4,737.80   | 7935732A                                                 |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 7,074.90   | 7935732B                                                 |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 368.31     | 7935732B                                                 |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 284.15     | 7935788                                                  |
| 10/22/2024 | 875117  | Jottodesk               | Fleet            | \$ 1,179.15   | 7935788                                                  |
| 10/22/2024 | 875122  | King's Hardware Central | Street/Traffic   | \$ 373.37     | inv#201980/1chain oil/chainsaw chain/tool                |
| 10/22/2024 | 875122  | King's Hardware Central | Street/Traffic   | \$ 2,156.99   | inv#201998/1chainsaw/handle/hedge trimmer                |
| 10/22/2024 | 875122  | King's Hardware Central | Street/Traffic   | \$ 26.99      | inv#201998/1oil for chain saws                           |
| 10/22/2024 | 875122  | King's Hardware Central | Street/Traffic   | \$ 22.46      | inv#202033/1propane cylinders                            |
| 10/22/2024 | 875130  | Mead & Hunt             | Airport          | \$ 8,524.13   | Air Service Consulting Services                          |
| 10/22/2024 | 875133  | Midland Implement       | Wastewater       | \$ 6,280.80   | New Pump for Rehberg Lagoons                             |
| 10/22/2024 | 875133  | Midland Implement       | Water            | \$ (49.20)    | Inv 246841001 was Pd Twice                               |
| 10/22/2024 | 875133  | Midland Implement       | Water            | \$ (104.52)   | Inv 265507001 was paid twice                             |
| 10/22/2024 | 875133  | Midland Implement       | Water            | \$ (197.18)   | Invoice 242453001                                        |
| 10/22/2024 | 875135  | Montana CSED            | Payroll Clearing | \$ 5,806.02   | Payroll Summary                                          |
| 10/22/2024 | 875138  | MT DOT                  | Storm Sewer      | \$ 203,726.73 | WO 23-90 Rimrock & 62nd Street West                      |
| 10/22/2024 | 875139  | MFPE                    | Payroll Clearing | \$ 3,105.79   | Payroll Summary                                          |
| 10/22/2024 | 875142  | MMIA                    | Payroll Clearing | \$ 443,387.01 | Workers' Compensation July 1, 2024 to September 30, 2024 |
| 10/22/2024 | 875145  | MSFA                    | Payroll Clearing | \$ 5,661.03   | Payroll Summary                                          |
| 10/22/2024 | 875150  | Moulton Bellingham PC   | General          | \$ 297.50     | (Stillwater Building Historic Tax Credit)                |
| 10/22/2024 | 875150  | Moulton Bellingham PC   | General          | \$ 480.00     | (Good Stuff- Zoning Violations)                          |
| 10/22/2024 | 875150  | Moulton Bellingham PC   | General          | \$ 157.50     | (Terry Houser - Water & Wastewater Franchise Fee)        |
| 10/22/2024 | 875150  | Moulton Bellingham PC   | General          | \$ 735.00     | (3rd Ave. Garage Condo & Sale/Development Agreement)     |
| 10/22/2024 | 875150  | Moulton Bellingham PC   | General          | \$ 385.00     | (Sale of Old City Hall and Park 3 Garage)                |
| 10/22/2024 | 875150  | Moulton Bellingham PC   | General          | \$ 632.50     | (Knife River - Possible Litigation)                      |
| 10/22/2024 | 875151  | MPPA                    | Payroll Clearing | \$ 4,104.24   | Payroll Summary                                          |

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| 10/22/2024 | 875154  | NearMap US              | IT Resources   | \$ 15,696.00 | Nearmap Vertical Offline subscription, ArcGIS Integration |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Fleet          | \$ 21.35     | 7204871                                                   |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Fleet          | \$ 355.61    | 7204871                                                   |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Fleet          | \$ 40.00     | 7204871                                                   |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Street/Traffic | \$ 3,349.02  | pumps for grand peaks                                     |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 191.50    | Polymer system                                            |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Wastewater     | \$ 320.82    | reducer, union, nipple                                    |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 94.22     | 1 1/4" COMP X MIP ADAPTER - CTS 91 (H15428)               |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 201.40    | 1-1/2" T113 BRASS GATE VALVE P/N: 111-330-00070           |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 473.52    | 1-1/2" TD METER FLANGES P/N: 2038240                      |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 166.15    | 2" MEASURING CHAMBER COMPLETE - 9600-015 (2032408)        |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 23,350.50 | 3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF2          |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 686.58    | 445904p K-8131 NEOPRENE M VLV P/N: 2131285                |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 3,825.00  | 5/8 X 3/4 E-CODER WALL CU/FT METER L/RECEP                |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 4,399.89  | 6" PRO III UME WITH                                       |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 3,563.90  | 7' FIRE HYDRANT - PUSH ON P/N: 2130906                    |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 7,127.80  | 7' FIRE HYDRANT - PUSH ON P/N: 2130906                    |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 79.00     | BLACK NIPPLE 1-1/4" X 6" P/N: 0451336                     |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 261.16    | Chapple Meter Replacement parts                           |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 120.87    | Christensen Pump # 1 Air Relief                           |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 190.01    | HOSE NOZZLE 2 1/2"-K8140 - K81 HYDRANT-NST SCREW TYP      |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 931.12    | Installation of replacement sump pump pa                  |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 904.13    | PH Meter Flame Single Point Repair/Insta                  |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 52.02     | PVC parts in storage                                      |
| 10/22/2024 | ACH     | Northwest Pipe Fittings | Water          | \$ 24,445.80 | R-900 ENHANCED WALL RR - MIU P/N: 2030905                 |
| 10/22/2024 | 875157  | NorthWestern Energy     | Airport        | \$ 38.79     | 1647695-4. De Icer. October 2024                          |
| 10/22/2024 | 875158  | NorthWestern Energy     | Light Maint    | \$ 1,148.91  | SILMD 10 Acct# 0712546-1                                  |
| 10/22/2024 | 875158  | NorthWestern Energy     | Light Maint    | \$ 2,155.77  | SILMD 100 Acct# 0712559-4                                 |
| 10/22/2024 | 875158  | NorthWestern Energy     | Light Maint    | \$ 1,762.20  | SILMD 107 Acct# 0712560-2                                 |
| 10/22/2024 | 875158  | NorthWestern Energy     | Light Maint    | \$ 4,419.50  | SILMD 109 Acct# 0712561-0                                 |
| 10/22/2024 | 875158  | NorthWestern Energy     | Light Maint    | \$ 232.45    | SILMD 113 Acct# 0712562-8                                 |
| 10/22/2024 | 875158  | NorthWestern Energy     | Light Maint    | \$ 951.03    | SILMD 114 Acct# 0712563-6                                 |
| 10/22/2024 | 875158  | NorthWestern Energy     | Light Maint    | \$ 223.77    | SILMD 115 Acct# 0712564-4                                 |

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| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 587.38   | SILMD 116 Acct# 0712565-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 3,204.82 | SILMD 117 Acct# 0712566-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 208.65   | SILMD 118 Acct# 0712567-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 128.31   | SILMD 119 Acct# 0712568-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 2,517.43 | SILMD 121 Acct# 0712570-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 189.21   | SILMD 122 Acct# 0712571-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 335.66   | SILMD 123 Acct# 0712572-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 979.00   | SILMD 124 Acct# 0712573-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 391.60   | SILMD 125 Acct# 0712574-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 195.79   | SILMD 126 Acct# 0712575-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 709.55   | SILMD 127 Acct# 0712576-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 496.66   | SILMD 128 Acct# 0712577-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 335.66   | SILMD 129 Acct# 0712578-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 4,953.59 | SILMD 13 Acct# 0721276-4  |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 120.68   | SILMD 130 Acct# 0712579-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 867.12   | SILMD 131 Acct# 0712580-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 224.14   | SILMD 133 Acct# 0712581-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 517.25   | SILMD 134 Acct# 0712582-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 520.32   | SILMD 135 Acct# 0712583-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 475.51   | SILMD 136 Acct# 0712584-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 388.35   | SILMD 137 Acct# 0712585-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 755.23   | SILMD 138 Acct# 0712586-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 251.73   | SILMD 139 Acct# 0712587-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 2,508.26 | SILMD 14 Acct# 0721277-2  |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 37.26    | SILMD 14 Acct# 4167204-9  |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 587.38   | SILMD 143 Acct# 0712588-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 27.94    | SILMD 144 Acct# 0712589-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 473.02   | SILMD 145 Acct# 0712590-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 363.63   | SILMD 146 Acct# 0712591-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 445.95   | SILMD 147 Acct# 0712592-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,696.05 | SILMD 149 Acct# 0712593-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 756.85   | SILMD 150 Acct# 0712594-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 643.33   | SILMD 151 Acct# 0712595-8 |

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| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 4,342.77 | SILMD 152 Acct# 0712596-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 543.97   | SILMD 153 Acct# 0712597-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,229.88 | SILMD 154 Acct# 0712598-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 503.49   | SILMD 155 Acct# 0712599-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 922.40   | SILMD 157 Acct# 0712600-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 811.18   | SILMD 158 Acct# 0712601-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 994.58   | SILMD 159 Acct# 0712602-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 727.26   | SILMD 160 Acct# 0712603-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,064.33 | SILMD 161 Acct# 0712604-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 49.21    | SILMD 162 Acct# 0712605-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 842.98   | SILMD 163 Acct# 0712606-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 378.42   | SILMD 164 Acct# 0712607-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 895.09   | SILMD 165 Acct# 0712608-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 236.50   | SILMD 167 Acct# 0712609-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,175.55 | SILMD 17 Acct# 0712553-7  |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 567.64   | SILMD 171 Acct# 0712610-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 517.25   | SILMD 172 Acct# 0712611-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,182.57 | SILMD 173 Acct# 0712612-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 993.37   | SILMD 174 Acct# 0712613-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 331.12   | SILMD 175 Acct# 0712614-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 35.17    | SILMD 176 Acct# 0712615-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 260.16   | SILMD 178 Acct# 0712616-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 520.32   | SILMD 179 Acct# 0712617-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 354.78   | SILMD 180 Acct# 0712618-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,706.25 | SILMD 181 Acct# 0712619-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 591.30   | SILMD 182 Acct# 0712620-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,182.57 | SILMD 183 Acct# 0712621-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 378.42   | SILMD 184 Acct# 0712622-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 141.91   | SILMD 185 Acct# 0712623-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 774.82   | SILMD 186 Acct# 0712624-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 236.50   | SILMD 187 Acct# 0712625-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 283.82   | SILMD 188 Acct# 0712626-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 236.50   | SILMD 189 Acct# 0712627-9 |

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| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,229.88 | SILMD 190 Acct# 0712628-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 422.18   | SILMD 191 Acct# 0712629-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 307.47   | SILMD 192 Acct# 0712630-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 756.85   | SILMD 193 Acct# 0712631-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 345.92   | SILMD 194 Acct# 0712632-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 276.73   | SILMD 195 Acct# 0712633-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 87.98    | SILMD 196 Acct# 0712634-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 87.98    | SILMD 197 Acct# 0712635-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 118.27   | SILMD 198 Acct# 0712636-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 62.84    | SILMD 200 Acct# 0712637-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 496.66   | SILMD 201 Acct# 0712638-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 845.01   | SILMD 202 Acct# 0712639-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 23.47    | SILMD 203 Acct# 0712640-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 474.39   | SILMD 204 Acct# 0712641-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 28.13    | SILMD 205 Acct# 0712642-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 331.12   | SILMD 206 Acct# 0712643-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 378.42   | SILMD 207 Acct# 0712644-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 543.97   | SILMD 209 Acct# 0712646-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 105.57   | SILMD 210 Acct# 0712647-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 58.65    | SILMD 211 Acct# 0712648-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 58.65    | SILMD 212 Acct# 0712649-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 35.19    | SILMD 213 Acct# 0712650-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 385.51   | SILMD 214 Acct# 0712651-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 141.91   | SILMD 216 Acct# 0712652-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 449.91   | SILMD 217 Acct# 0712653-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 314.50   | SILMD 220 Acct# 0712654-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 7.03     | SILMD 221 Acct# 0712655-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 93.23    | SILMD 222 Acct# 0712656-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 140.76   | SILMD 223 Acct# 0712657-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,491.09 | SILMD 224 Acct# 0712658-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 441.08   | SILMD 225 Acct# 0712659-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 261.05   | SILMD 226 Acct# 0712660-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 733.63   | SILMD 227 Acct# 0712661-8 |

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| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 811.18   | SILMD 228 Acct# 0712662-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 419.58   | SILMD 229 Acct# 0712663-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 979.00   | SILMD 230 Acct# 0712664-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 587.38   | SILMD 231 Acct# 0712665-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 2,545.41 | SILMD 232 Acct# 0712666-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,032.18 | SILMD 233 Acct# 0712667-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 562.36   | SILMD 234 Acct# 0712668-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 654.06   | SILMD 235 Acct# 0712669-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 207.53   | SILMD 236 Acct# 0712670-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 402.08   | SILMD 237 Acct# 0712671-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 14.06    | SILMD 238 Acct# 0712672-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 94.61    | SILMD 239 Acct# 0712673-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 498.09   | SILMD 240 Acct# 0712674-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 595.79   | SILMD 241 Acct# 0712675-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 83.92    | SILMD 242 Acct# 0712676-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 111.89   | SILMD 244 Acct# 0712677-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 76.13    | SILMD 245 Acct# 0712678-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 335.66   | SILMD 246 Acct# 0712679-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,012.33 | SILMD 247 Acct# 0712680-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 2,769.17 | SILMD 249 Acct# 0718734-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 249.03   | SILMD 250 Acct# 0719001-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 3,929.31 | SILMD 251 Acct# 0718801-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 559.42   | SILMD 252 Acct# 0719162-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,857.16 | SILMD 253 Acct# 0719644-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 186.48   | SILMD 254 Acct# 0719763-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 152.62   | SILMD 255 Acct# 0720813-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,112.45 | SILMD 257 Acct# 0720360-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 2,663.53 | SILMD 258 Acct# 0720606-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,683.91 | SILMD 259 Acct# 0720810-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 503.49   | SILMD 261 Acct# 0720705-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 3,136.25 | SILMD 262 Acct# 0720937-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,160.18 | SILMD 263 Acct# 0720716-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 203.42   | SILMD 264 Acct# 0721427-3 |

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| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 366.13   | SILMD 265 Acct# 0721556-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 56.49    | SILMD 266 Acct# 0721684-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 542.96   | SILMD 270 Acct# 0906944-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 974.56   | SILMD 271 Acct# 0995095-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 2,856.48 | SILMD 272 Acct# 0905005-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 207.93   | SILMD 273 Acct# 0926386-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 593.40   | SILMD 276 Acct# 0961926-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 859.82   | SILMD 277 Acct# 1058710-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 262.88   | SILMD 278 Acct# 1087619-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 60.31    | SILMD 279 Acct# 1124127-0 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 719.45   | SILMD 280 Acct# 1045653-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 524.65   | SILMD 283 Acct# 1172743-5 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 332.07   | SILMD 285 Acct# 1206985-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 246.81   | SILMD 286 Acct# 1296582-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,872.20 | SILMD 288 Acct# 1303978-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 185.12   | SILMD 289 Acct# 1685375-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 80.86    | SILMD 289 Acct# 4185749-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 153.75   | SILMD 290 Acct# 1433921-2 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 615.36   | SILMD 292 Acct# 1481532-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 236.50   | SILMD 293 Acct# 1481534-4 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 473.02   | SILMD 294 Acct# 1481535-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 111.89   | SILMD 295 Acct# 1481536-9 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 1,253.52 | SILMD 296 Acct# 1481537-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 212.85   | SILMD 297 Acct# 1481539-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 189.21   | SILMD 298 Acct# 1481540-1 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 413.06   | SILMD 300 Acct# 1662840-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 5,205.72 | SILMD 301 Acct# 1687005-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 280.47   | SILMD 302 Acct# 1607534-3 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 964.56   | SILMD 305 Acct# 1695873-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 216.18   | SILMD 306 Acct# 1740353-6 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 3,030.47 | SILMD 307 Acct# 2049005-8 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 274.22   | SILMD 308 Acct# 2072459-7 |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint | \$ 368.79   | SILMD 309 Acct# 2001311-6 |

| Check Date | Check # | Name                | Fund Name      | Amount       | Item Desc                             |
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| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 82.65     | SILMD 310 Acct# 2060519-2             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 274.39    | SILMD 311 Acct# 3014475-2             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 280.76    | SILMD 312 Acct# 3146127-0             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 491.09    | SILMD 315 Acct# 3305804-1             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 1,153.12  | SILMD 316 Acct# 3291842-7             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 90.60     | SILMD 317 Acct# 3253826-6             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 816.57    | SILMD 318 Acct# 3372018-6             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 67.45     | SILMD 320 Acct# 0712569-3             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 459.61    | SILMD 321 Acct# 3338917-2             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 88.85     | SILMD 322 Acct# 3402033-9             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 753.47    | SILMD 323 Acct# 3597170-4             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 330.20    | SILMD 324 Acct# 1246537-3             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 260.69    | SILMD 325 Acct# 3587598-8             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 106.63    | SILMD 326 Acct# 3840455-4             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 189.21    | SILMD 327 Acct# 3810801-5             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 663.19    | SILMD 328 Acct# 3894879-0             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 84.10     | SILMD 329 Acct# 3939032-3             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 252.74    | SILMD 330 Acct# 3951594-5             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 32.58     | SILMD 331 Acct# 0712645-1             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 12.56     | SILMD 331 Acct# 4174590-2             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 38.43     | SILMD 331 Acct# 4174591-0             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 29.47     | SILMD 331 Acct# 4174593-6             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 24.29     | SILMD 331 Acct# 4176340-0             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 145.01    | SILMD 332 Acct# 4093467-1             |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 402.69    | SILMD 8 Acct# 0712544-6               |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 369.04    | SILMD 9 Acct# 0712545-3               |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 538.88    | SILMD 95 Acct# 0712556-0              |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 9,963.46  | SILMD 97 Acct# 0712557-8              |
| 10/22/2024 | 875158  | NorthWestern Energy | Light Maint    | \$ 1,165.37  | SILMD 99 Acct# 0712558-6              |
| 10/22/2024 | 875157  | NorthWestern Energy | Public Safety  | \$ 576.99    | 01004779 STATION 8 ELECTRIC           |
| 10/22/2024 | 875158  | NorthWestern Energy | Street/Traffic | \$ 12,976.65 | Signal Bills 10.16.2024               |
| 10/22/2024 | 875157  | NorthWestern Energy | Transit        | \$ 2,269.28  | 0100473-8. Monad Road. October 2024   |
| 10/22/2024 | 875157  | NorthWestern Energy | Wastewater     | \$ 166.34    | 389 62nd St Lift Entrance...Sept 2024 |

| Check Date | Check # | Name                          | Fund Name        | Amount       | Item Desc                                                |
|------------|---------|-------------------------------|------------------|--------------|----------------------------------------------------------|
| 10/22/2024 | 875157  | NorthWestern Energy           | Wastewater       | \$ 284.01    | 822 Shiloh Crossing BLVD Lift....Sept 20                 |
| 10/22/2024 | 875157  | NorthWestern Energy           | Water            | \$ 970.86    | 4374 Hesper Rd TEMP...Sept 2024                          |
| 10/22/2024 | 875157  | NorthWestern Energy           | Water            | \$ 1,051.43  | 4519 Hesper Rd..TEMP Sept 2024                           |
| 10/22/2024 | 875157  | NorthWestern Energy           | Water            | \$ 808.01    | 5809 Canyonwoods Dr...Sept 2024                          |
| 10/22/2024 | 875157  | NorthWestern Energy           | Water            | \$ 670.37    | 805 Constitution Ave...Sept 2024                         |
| 10/22/2024 | 875161  | Pierce Flooring               | Airport          | \$ 2,817.00  | Invoice #,BC000572. Lower Bath Hall Carpet               |
| 10/22/2024 | 875161  | Pierce Flooring               | Airport          | \$ 2,227.00  | Invoice #BC00571, Door 2 Stair Nose Replace              |
| 10/22/2024 | 875163  | Public Utilities              | Park Dist 1      | \$ 461.96    | 3068144                                                  |
| 10/22/2024 | 875163  | Public Utilities              | Parking          | \$ 13.22     | 3076980                                                  |
| 10/22/2024 | 875163  | Public Utilities              | Parking          | \$ 139.42    | 3088608                                                  |
| 10/22/2024 | 875163  | Public Utilities              | Parking          | \$ 518.12    | 3088641                                                  |
| 10/22/2024 | 875163  | Public Utilities              | Parks Maint      | \$ 119.77    | 3109460                                                  |
| 10/22/2024 | 875163  | Public Utilities              | Street/Traffic   | \$ 2,648.17  | 3064068                                                  |
| 10/22/2024 | 875163  | Public Utilities              | Wastewater       | \$ 9,528.85  | 3060439                                                  |
| 10/22/2024 | ACH     | RDO Equipment Co.             | Water            | \$ 6,459.24  | Rental for PBD034                                        |
| 10/22/2024 | 875165  | Rimrock Foundation            | Court Grants     | \$ 4,448.24  | 24 Sept. Rimrock Drug BAMTC                              |
| 10/22/2024 | 875165  | Rimrock Foundation            | Court Grants     | \$ 1,535.04  | 24 Sept. Rimrock DUI Treatment Services                  |
| 10/22/2024 | 875168  | Rocky Mountain Health Network | City Ins Fund    | \$ 2,325.00  | October 2024 EAP per employee                            |
| 10/22/2024 | 875168  | Rocky Mountain Health Network | City Ins Fund    | \$ 8,000.00  | October 2024 Healthy Is Corporate Wellness               |
| 10/22/2024 | 875170  | Salt Lake Wholesale Sports    | Public Safety    | \$ 6,800.00  | 100622, 223 REM 62 Gr                                    |
| 10/22/2024 | 875171  | Sanderson Stewart             | Arterial Streets | \$ 5,262.00  | WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector |
| 10/22/2024 | 875171  | Sanderson Stewart             | Gas Tax          | \$ -         | WO 09-12 Inner Belt Loop - Sch 1 - NW Billings Connector |
| 10/22/2024 | 875171  | Sanderson Stewart             | Trl Donate       | \$ 3,630.50  | WO 21-38 Skyline Trail (Marathon Loop) Schedule II       |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 3,168.45  | 15 Email only to G3 Upgrades thru 9/30/2025              |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 2,385.45  | 15 G3 upgrades thru 9/2025                               |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 2,436.75  | 15 G3 upgrades thru 9/30/2025                            |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 4,451.60  | 20 Email Only thru 9/30/2025                             |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 85,631.78 | Annual True Up O365 renewal                              |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 812.25    | Five G3 Licneses thru 9/30/25                            |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 812.25    | Five G3 thru 9/30/2025                                   |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 812.25    | Five G3 Upgrades thru 9/30/2025                          |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 812.25    | Five G3 Upgrades thru 9/30/2025                          |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 812.25    | Fvie G3 upgrades thru 9/30/2025                          |

| Check Date | Check # | Name                          | Fund Name        | Amount       | Item Desc                                                 |
|------------|---------|-------------------------------|------------------|--------------|-----------------------------------------------------------|
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 22,978.20 | NASPO AR2488 -Annual O365 license renewal                 |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 5,038.70  | O365 25 upgrades thru 9/30/2025                           |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 2,194.00  | O365 Upgrades                                             |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 2,740.45  | Qty. 15 Email Only to G3 upgrades                         |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 974.70    | Six G3 upgrades thru 9/30/2025                            |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 803.90    | Ten G1 Upgrades thru 9/30/2025                            |
| 10/22/2024 | 875173  | SHI International Corp        | IT Resources     | \$ 1,624.50  | Ten G3 Upgrades thru 9/30/2025                            |
| 10/22/2024 | 875173  | SHI International Corp        | Public Safety    | \$ 320.00    | Qty. 15 Email Only to G3 upgrades                         |
| 10/22/2024 | 875173  | SHI International Corp        | Stillwater Const | \$ 3,580.50  | Qty. 11 MS Office Standard standalone -City Council       |
| 10/22/2024 | 875175  | Signature Painters & Staining | Tax Incrmnt N27  | \$ 10,000.00 | final payment on project; prep & paint skypoint structure |
| 10/22/2024 | 875176  | Simply Family Magazine        | Park Dist 1      | \$ 3,388.00  | advertising in simply family - 6874                       |
| 10/22/2024 | 875183  | Spencer Fluid Power           | Water            | \$ 830.68    | 32565347                                                  |
| 10/22/2024 | 875183  | Spencer Fluid Power           | Water            | \$ 2,608.36  | 32565348                                                  |
| 10/22/2024 | 875191  | Terracon Consultants          | St Maint Dist    | \$ 6,647.50  | WO 20-13 & WO 24-10..Density Testing, Co                  |
| 10/22/2024 | 875191  | Terracon Consultants          | St Maint Dist    | \$ 472.50    | WO 20-13 & WO 24-10..Density Testing, Co                  |
| 10/22/2024 | ACH     | Town & Country Supply         | Fleet            | \$ 6,252.75  | 444545                                                    |
| 10/22/2024 | ACH     | Town & Country Supply         | Fleet            | \$ 4,863.25  | 444545                                                    |
| 10/22/2024 | ACH     | Town & Country Supply         | Fleet            | \$ 5,743.47  | 444545                                                    |
| 10/22/2024 | ACH     | Town & Country Supply         | Fleet            | \$ 11,884.99 | 444545                                                    |
| 10/22/2024 | ACH     | Town & Country Supply         | Public Safety    | \$ 1,152.86  | DIESEL STATION 3                                          |
| 10/22/2024 | ACH     | Town & Country Supply         | Public Safety    | \$ 477.61    | DIESEL STATION 6                                          |
| 10/22/2024 | ACH     | Town & Country Supply         | Public Safety    | \$ 1,097.96  | DIESEL STATION 7                                          |
| 10/22/2024 | ACH     | Town & Country Supply         | Public Safety    | \$ 1,354.96  | FUEL STATION 1                                            |
| 10/22/2024 | ACH     | Town & Country Supply         | Public Safety    | \$ 1,472.49  | FUEL STATION 5                                            |
| 10/22/2024 | ACH     | Town & Country Supply         | Solid Waste      | \$ 18,844.53 | 442639                                                    |
| 10/22/2024 | ACH     | Town & Country Supply         | Transit          | \$ 17,370.49 | 442346_Diesel Expense                                     |
| 10/22/2024 | ACH     | Town & Country Supply         | Wastewater       | \$ 2,843.03  | Premium Unleaded and Diesel                               |
| 10/22/2024 | 875200  | US Cremation Equipment        | Public Safety    | \$ 44,450.00 | CREMATORY MAINTENANCE- 70% DEPOSIT PER CONTRACT           |
| 10/22/2024 | 875201  | Vemco                         | Airport          | \$ 4,005.00  | Invoice #414543. Exhaust Fan for Tug Drive                |
| 10/22/2024 | 875202  | Verizon Wireless              | Engineering      | \$ 27.32     | PW-Engineering                                            |
| 10/22/2024 | 875202  | Verizon Wireless              | Fleet            | \$ 42.70     | Motor Pool                                                |
| 10/22/2024 | 875202  | Verizon Wireless              | General          | \$ 140.39    | City Administrator                                        |
| 10/22/2024 | 875202  | Verizon Wireless              | General          | \$ 10.02     | Code Enf Manager Laptop                                   |

| Check Date | Check # | Name             | Fund Name      | Amount       | Item Desc                                           |
|------------|---------|------------------|----------------|--------------|-----------------------------------------------------|
| 10/22/2024 | 875202  | Verizon Wireless | General        | \$ 40.01     | Code Enforcement Laptop                             |
| 10/22/2024 | 875202  | Verizon Wireless | General        | \$ 27.32     | Public Information Officer laptop                   |
| 10/22/2024 | 875202  | Verizon Wireless | PD Program     | \$ 510.43    | CCSIU Cell/PTT                                      |
| 10/22/2024 | 875202  | Verizon Wireless | PD Program     | \$ 80.02     | CCSIU RAVEN                                         |
| 10/22/2024 | 875202  | Verizon Wireless | Phone System   | \$ 80.08     | WRF Cradle Point Belknap Cradle Point               |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 40.01     | Bait Car                                            |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 40.01     | Fire Drone Hotspot                                  |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 40.01     | Fire MDT                                            |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 40.01     | Fire MDT                                            |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 360.09    | MDT Toughbooks                                      |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 40.01     | Police Bait Car                                     |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 50.03     | Police iPad Chiefs                                  |
| 10/22/2024 | 875202  | Verizon Wireless | Public Safety  | \$ 58.34     | Police MiFi                                         |
| 10/22/2024 | 875202  | Verizon Wireless | Solid Waste    | \$ -         | PW-Solid Waste                                      |
| 10/22/2024 | 875202  | Verizon Wireless | Solid Waste    | \$ 94.08     | PW-SW-ON CALL Solid Waste On Call                   |
| 10/22/2024 | 875202  | Verizon Wireless | Solid Waste    | \$ 24.45     | PW-SW-ON CALL Solid Waste On Call                   |
| 10/22/2024 | 875202  | Verizon Wireless | Solid Waste    | \$ 257.78    | Solid Waste Tablets -Routware                       |
| 10/22/2024 | 875202  | Verizon Wireless | Street/Traffic | \$ 174.67    | PW-Streets iPad, Street Cameras                     |
| 10/22/2024 | 875202  | Verizon Wireless | Street/Traffic | \$ -         | PW-Streets City Works                               |
| 10/22/2024 | 875202  | Verizon Wireless | Street/Traffic | \$ 243.68    | PW-STRT TRFC Streets                                |
| 10/22/2024 | 875202  | Verizon Wireless | Transit        | \$ 309.02    | MET AVL                                             |
| 10/22/2024 | 875202  | Verizon Wireless | Transit        | \$ 970.51    | MET Max Transit                                     |
| 10/22/2024 | 875202  | Verizon Wireless | Transit        | \$ 1,120.28  | MET Max Transit                                     |
| 10/22/2024 | 875202  | Verizon Wireless | Transit        | \$ 120.03    | MET Transit                                         |
| 10/22/2024 | 875202  | Verizon Wireless | Wastewater     | \$ 520.19    | MET Transit                                         |
| 10/22/2024 | 875202  | Verizon Wireless | Water          | \$ -         | PW Belknap Meter Shop                               |
| 10/22/2024 | 875202  | Verizon Wireless | Water          | \$ 27.32     | PWBLKNP Water Treatment                             |
| 10/22/2024 | 875202  | Verizon Wireless | Water          | \$ 40.01     | PWBLNP Comm-Meter CityWorks/Neptune                 |
| 10/22/2024 | 875202  | Verizon Wireless | Water          | \$ 67.33     | PWBLNP Comm-Meter CityWorks/Neptune                 |
| 10/22/2024 | 875203  | Warren Transport | Gas Tax        | \$ -         | WO 22-22 & WO 24-10 2024 Annual Street Reconstructs |
| 10/22/2024 | 875203  | Warren Transport | Sidewalk Const | \$ 29,477.06 | WO 22-22 & WO 24-10 2024 Annual Street Reconstructs |
| 10/22/2024 | 875203  | Warren Transport | St Maint Dist  | \$ 87,641.73 | WO 22-22 & WO 24-10 2024 Annual Street Reconstructs |
| 10/22/2024 | 875203  | Warren Transport | St Maint Dist  | \$ 60,045.89 | WO 22-22 & WO 24-10 2024 Annual Street Reconstructs |

| Check Date | Check # | Name             | Fund Name     | Amount        | Item Desc                          |
|------------|---------|------------------|---------------|---------------|------------------------------------|
| 10/22/2024 | 875203  | Warren Transport | Trl Donate    | \$ 209,001.58 | Retainage Release                  |
| 10/22/2024 | 875210  | Zayo Group       | EOC 911       | \$ 692.94     | 1304786 MONTHLY SERVICES           |
| 10/22/2024 | 875210  | Zayo Group       | Phone System  | \$ 266.41     | Main Bill New Account # 330046     |
| 10/22/2024 | 875210  | Zayo Group       | Phone System  | \$ 95.00      | Main Bill New Account # 330046 -IT |
| 10/22/2024 | 875210  | Zayo Group       | Phone System  | \$ 1,791.02   | Main Bill New Account # 330046 -IT |
| 10/22/2024 | 875210  | Zayo Group       | Public Safety | \$ 65.00      | CPC line 247-8592                  |

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Payment of Claims for week of October 28th, 2024  
**Presented by:** Erin Watterud  
**Department:** Finance  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$4,059,137.77 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

**ALTERNATIVES**

No other alternatives were analyzed.

**FISCAL EFFECTS**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

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**Attachments**

CouncilMemo wk of 10282024

| Check Date | Check # | Name                      | Fund Name          | Amount        | Item Desc                                                       |
|------------|---------|---------------------------|--------------------|---------------|-----------------------------------------------------------------|
| 10/28/2024 | 875213  | Ace Electric              | Facilities         | \$ 5,382.70   | Call for shop area out of power/ Labor and material             |
| 10/28/2024 | 875215  | Advanced Traffic Products | Street/Traffic     | \$ 4,557.00   | push button for signals                                         |
| 10/28/2024 | 875225  | Askin Construction        | Water              | \$ 548,773.14 | WO 24-01 Contract 3: Cedar Park Water Main Replacement          |
| 10/28/2024 | 875226  | Asphalt Plus              | Airport            | \$ 94,906.28  | Aviation Place Road Rehabilitation Project - Federal Share      |
| 10/28/2024 | 875226  | Asphalt Plus              | Airport            | \$ 10,545.14  | Aviation Place Road Rehabilitation Project - Local Share        |
| 10/28/2024 | 875227  | AssetWorks                | Fleet              | \$ 13,648.59  | AssetWorks FleetFocus Software Maintenance                      |
| 10/28/2024 | 875233  | Beartooth Enviro          | Solid Waste        | \$ 19,049.25  | Manifests                                                       |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 600.00     | 553726517, SANE 2023-049                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 600.00     | 556513545, SANE 2023-144                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 630.00     | 558631959, SANE 2024-059                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 630.00     | 559139631, SANE 2024-082                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 630.00     | 559139842, SANE 2024-062                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 630.00     | 559248123, SANE 2024-084                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 630.00     | 559492443, SANE 2024-089                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 630.00     | 559541492, SANE 2024-096                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 600.00     | 559625554, SANE 2024-041                                        |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 185.00     | 559650814, LBD 24-59227                                         |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 185.00     | 559726820, LBD 24-61542                                         |
| 10/28/2024 | 875237  | Billings Clinic           | Public Safety      | \$ 185.00     | 559749344, LBD 24-59806                                         |
| 10/28/2024 | 875249  | Cole Construction         | Ballpark Donations | \$ 5,518.70   | directional bore for irrigation repair at Dehler Park - 2024-23 |
| 10/28/2024 | 875250  | Cop Construction          | Wastewater         | \$ 660,053.51 | WO 24-01 Contract 2.. 2024 Sewer Replacement Project            |
| 10/28/2024 | 875258  | Dakota Supply Group       | Street/Traffic     | \$ 2,289.61   | inv#S104054672.001adjusting manhole rings                       |
| 10/28/2024 | 875258  | Dakota Supply Group       | Water              | \$ 974.87     | PIPE BURSTING - 6" PUSH-ON VALVE P/N: 24447                     |
| 10/28/2024 | 875259  | Dell Computer             | Fleet              | \$ 3,461.62   | Qty. 2 Dell Latitude 5430 Rugged, i5 16GB, 1TB -Fleet           |
| 10/28/2024 | 875259  | Dell Computer             | Parking            | \$ 1,397.93   | Dell Latitude 5550, i7, 16GB, 1TB 10-key panel - Parking Admin  |
| 10/28/2024 | 875259  | Dell Computer             | Park Prgms         | \$ 1,795.56   | Dell Mobile Precision 3590, i7, 2-24" monitors PRPL             |
| 10/28/2024 | 875260  | DOWL                      | Storm Sewer        | \$ 2,193.75   | WO 20-24 West End Storm System Improvements                     |
| 10/28/2024 | 875260  | DOWL                      | Storm Sewer        | \$ 19,305.00  | WO 24-26 Stormwater Master Plan, Phase 1                        |
| 10/28/2024 | 875261  | Earth Movers Excavation   | Gas Tax            | \$ -          | WO 23-50 Gabel Road Hogan Slough Culvert Replacement            |
| 10/28/2024 | 875261  | Earth Movers Excavation   | Storm Sewer        | \$ 4,727.25   | WO 23-50 Gabel Road Hogan Slough Culvert Replacement            |
| 10/28/2024 | 875264  | FarrWest Environmental    | Fire Grants        | \$ 143.22     | RAE SYSTEMS DUST FILTERS - 23 HAZMAT SUSTAINMENT                |
| 10/28/2024 | 875264  | FarrWest Environmental    | Fire Grants        | \$ 6,547.74   | RAE SYSTEMS SENSORS - 23 HAZMAT SUSTAINMENT                     |
| 10/28/2024 | 875265  | Ferguson Enterprises      | Wastewater         | \$ 784.20     | valves for fire hydrant filling                                 |

| Check Date | Check # | Name                 | Fund Name        | Amount      | Item Desc                                                |
|------------|---------|----------------------|------------------|-------------|----------------------------------------------------------|
| 10/28/2024 | 875265  | Ferguson Enterprises | Water            | \$ 1,669.26 | SAFETY FLANGE KIT - A-301-01 - NEW/OLD STYLE P/N: A30101 |
| 10/28/2024 | 875265  | Ferguson Enterprises | Water            | \$ 784.20   | valves for fire hydrant filling                          |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 5,123.20 | asphalt                                                  |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 383.36   | asphalt                                                  |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 2,072.96 | asphalt                                                  |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 262.71   | asphalt                                                  |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 1,815.68 | asphalt                                                  |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 67.84    | asphalt                                                  |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 193.28   | asphalt                                                  |
| 10/28/2024 | 875266  | Fisher Sand & Gravel | Street/Traffic   | \$ 1,848.32 | asphalt                                                  |
| 10/28/2024 | 875267  | Fisher's Technology  | Airport          | \$ 41.58    | Invoice #1378421. Copy Machine Maintenance               |
| 10/28/2024 | 875267  | Fisher's Technology  | Airport          | \$ 44.93    | Invoice #1392343. Copy Machine Maintenance               |
| 10/28/2024 | 875267  | Fisher's Technology  | CDBG             | \$ 90.12    | Fisher's Tech - Invoice #1379144 - Sept 24 Dup Expense   |
| 10/28/2024 | 875267  | Fisher's Technology  | CDBG             | \$ 115.00   | Fisher's Tech Invoice #1389267 - Equipment Move          |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 981.39   | 1378423- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 35.35    | 1379143- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 20.86    | 1380596- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 11.90    | 1381189- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 173.08   | 1381792- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 43.64    | 1385080- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 135.19   | 1385081- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 124.14   | 1385231- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Central Services | \$ 919.23   | 1392345- Copy Fund                                       |
| 10/28/2024 | 875267  | Fisher's Technology  | Engineering      | \$ 6.59     | contract base rate charge                                |
| 10/28/2024 | 875267  | Fisher's Technology  | Library          | \$ 101.82   | 1392342 Library copier charges                           |
| 10/28/2024 | 875267  | Fisher's Technology  | Park Dist 1      | \$ 189.44   | copier contract bcc - 1379145                            |
| 10/28/2024 | 875267  | Fisher's Technology  | Park Dist 1      | \$ 210.22   | copier contract prpl office - 1378422                    |
| 10/28/2024 | 875267  | Fisher's Technology  | Park Dist 1      | \$ 210.20   | copier contract prpl office - 1378422                    |
| 10/28/2024 | 875267  | Fisher's Technology  | Park Dist 1      | \$ 210.20   | copier contract prpl office - 1378422                    |
| 10/28/2024 | 875267  | Fisher's Technology  | Public Safety    | \$ 29.25    | 1379142, contract invoice                                |
| 10/28/2024 | 875267  | Fisher's Technology  | Public Safety    | \$ 450.00   | 1381186, contract invoice                                |
| 10/28/2024 | 875267  | Fisher's Technology  | Public Safety    | \$ 379.11   | 1381187- Police Fund                                     |
| 10/28/2024 | 875267  | Fisher's Technology  | Public Safety    | \$ 2.84     | 1382816- Police Fund                                     |

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| 10/28/2024 | 875267  | Fisher's Technology       | Public Safety    | \$ 81.11      | 1385772, contract invoice                                      |
| 10/28/2024 | 875267  | Fisher's Technology       | Public Safety    | \$ 37.50      | 1387622, contract invoice                                      |
| 10/28/2024 | 875267  | Fisher's Technology       | Public Safety    | \$ 2,125.50   | 1392344,contract invoice                                       |
| 10/28/2024 | 875267  | Fisher's Technology       | Public Safety    | \$ 29.25      | 1394225, contract invoice                                      |
| 10/28/2024 | 875267  | Fisher's Technology       | Public Safety    | \$ 63.52      | 911 CENTER - CANON/IRC3525IV3-HOST                             |
| 10/28/2024 | 875267  | Fisher's Technology       | Solid Waste      | \$ 254.94     | Contract overage charge for 8/1/2024 - 8/31/2024. Collections. |
| 10/28/2024 | 875267  | Fisher's Technology       | Solid Waste      | \$ 73.74      | Contract overage charge for 8/18/2024 - 9/17/2024. Landfill.   |
| 10/28/2024 | 875267  | Fisher's Technology       | Solid Waste      | \$ 290.85     | copier agreement                                               |
| 10/28/2024 | 875267  | Fisher's Technology       | Stillwater Const | \$ 235.75     | Move Equipment to Stillwater Bldg                              |
| 10/28/2024 | 875267  | Fisher's Technology       | Street/Traffic   | \$ 77.93      | copier invoice                                                 |
| 10/28/2024 | 875267  | Fisher's Technology       | Transit          | \$ 272.89     | Invoice #1391452. Copy Machine Maintenance                     |
| 10/28/2024 | 875267  | Fisher's Technology       | Water            | \$ 126.47     | CITBIL=AOS..08/31-09/29/2024.. overage c                       |
| 10/28/2024 | 875273  | GCR                       | Airport          | \$ 9,055.00   | Lease Management Software - Training                           |
| 10/28/2024 | 875273  | GCR                       | Airport          | \$ 1,700.00   | Software Contract & License Agreement - Setup                  |
| 10/28/2024 | 875276  | Granite Peak Pump Service | Park Dist 1      | \$ 49,932.50  | REPLACE SOUTH PARK PUMP STATION-invoice 24219                  |
| 10/28/2024 | 875279  | Hammerhead Trenchless     | Water            | \$ 3,122.27   | PBD - 035 Assembly fitting for water Pip                       |
| 10/28/2024 | ACH     | Jacobs Engineering Group  | Gas Tax          | \$ 369.80     | Asset Management Program Project; Payment 52                   |
| 10/28/2024 | ACH     | Jacobs Engineering Group  | Light Maint      | \$ 369.80     | Asset Management Program Project; Payment 52                   |
| 10/28/2024 | ACH     | Jacobs Engineering Group  | Storm Sewer      | \$ 890.06     | Asset Management Program Project; Payment 52                   |
| 10/28/2024 | ACH     | Jacobs Engineering Group  | Street/Traffic   | \$ 1,383.12   | Asset Management Program Project; Payment 52                   |
| 10/28/2024 | ACH     | Jacobs Engineering Group  | Wastewater       | \$ 3,025.46   | Asset Management Program Project; Payment 52                   |
| 10/28/2024 | ACH     | Jacobs Engineering Group  | Water            | \$ 3,025.46   | Asset Management Program Project; Payment 52                   |
| 10/28/2024 | ACH     | Joe Johnson Equipment     | Fleet            | \$ 234.00     | P02157                                                         |
| 10/28/2024 | ACH     | Joe Johnson Equipment     | Fleet            | \$ 204.74     | P02168                                                         |
| 10/28/2024 | ACH     | Joe Johnson Equipment     | Fleet            | \$ 19.87      | P02174                                                         |
| 10/28/2024 | ACH     | Joe Johnson Equipment     | Fleet            | \$ 116.16     | P02174                                                         |
| 10/28/2024 | ACH     | Joe Johnson Equipment     | Fleet            | \$ 304.15     | P02174                                                         |
| 10/28/2024 | ACH     | Joe Johnson Equipment     | Street/Traffic   | \$ 6,325.00   | broom wire for sweepers                                        |
| 10/28/2024 | ACH     | Joe Johnson Equipment     | Street/Traffic   | \$ 830.00     | strip broom for sweepers                                       |
| 10/28/2024 | 875301  | Knife River               | St Maint Dist    | \$ 117,776.84 | WO 24-07 Safe Routes to School - Construction Contract         |
| 10/28/2024 | 875306  | Locality Media            | Public Safety    | \$ 4,450.00   | First Due Services 9/30/24 - 12/30/24                          |
| 10/28/2024 | 875308  | Marketing Specialties     | Airport          | \$ 341.00     | Invoice #095890. Burn Pit Repairs                              |
| 10/28/2024 | 875308  | Marketing Specialties     | Airport          | \$ 21,012.00  | Invoice #095964. QTA Fuel System                               |

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| 10/28/2024 | 875308  | Marketing Specialties | Airport          | \$ 1,918.27  | Invoice #095977. Fuel Island Pump Repair QTA               |
| 10/28/2024 | 875308  | Marketing Specialties | Solid Waste      | \$ 103.50    | Service for Gasboy TopKat screen is blank. Landfill.       |
| 10/28/2024 | 875320  | MT DEQ                | Solid Waste      | \$ 35,939.30 | Ann Solid Waste Management System License Certificate fee  |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 3,096.76  | AIP-73 Terminal Expansion - Eligible for Reimbursement     |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 344.08    | AIP-73 Terminal Expansion - Ineligible for Reimbursement   |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 291.09    | AIP-76 Terminal Expansion - eligible for local             |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 4,926.17  | Airport Master Plan Update - Federal Share                 |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 547.35    | Airport Master Plan Update - Local Share                   |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 12,579.84 | Amendment #13 Terminal Expansion Project - Federal         |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 1,182.49  | Amendment #13 Terminal Expansion Project - Ineligible      |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 1,397.76  | Amendment #13 Terminal Expansion Project - Local           |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 12,556.19 | Aviation Place Road Rehabilitation - Federal Share         |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 1,395.13  | Aviation Place Road Rehabilitation - Local Share           |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 28,775.63 | Cargo Slot 5 Ramp Construction - Federal Share             |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 3,197.29  | Cargo Slot 5 Ramp Construction - Local Share               |
| 10/28/2024 | 875323  | Morrison Maierle      | Airport          | \$ 7,247.50  | West End Sewer and Water Expansion Project                 |
| 10/28/2024 | 875323  | Morrison Maierle      | Wastewater       | \$ 40,878.47 | WO 24-01 2024 Sewer Main Repl Proj Engr Service Agreement  |
| 10/28/2024 | 875323  | Morrison Maierle      | Water            | \$ 62,836.80 | WO 24-01 Cedar Park Water Main Replacement                 |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Airport          | \$ 958.65    | Aviation Place Road Rehabilitation Project - Federal Share |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Airport          | \$ 106.52    | Aviation Place Road Rehabilitation Project - Local Share   |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Arterial Streets | \$ 5,556.82  | Retainage Release                                          |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Gas Tax          | \$ 257.94    | Retainage Release                                          |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Gas Tax          | \$ -         | WO 23-50 Gavel Road Hogan Slough Culvert Replacement       |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | St Maint Dist    | \$ 834.45    | WO 23-45 Street & traffic Remote Breakroom                 |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | St Maint Dist    | \$ 1,189.66  | WO 24-07 Safe Routes to School - Const Contract            |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Stillwater Const | \$ 3,152.27  | audio-visual systems in the Stillwater Building            |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Storm Sewer      | \$ 47.75     | WO 23-50 Gavel Road Hogan Slough Culvert Replacement       |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Trl Donate       | \$ 2,111.14  | Retainage Release                                          |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Wastewater       | \$ 291.09    | WO 23-24 Belknap Remodel Phase 2                           |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Wastewater       | \$ 6,667.21  | WO 24-01 Contract 2 - 2024 Sewer Replacement Project       |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Water            | \$ 77.38     | WO 23-24 Belknap Remodel Phase 2                           |
| 10/28/2024 | 875326  | MT Dept of Rev-CGR2   | Water            | \$ 5,543.16  | WO 24-01 Contract 3: Cedar Park Water Main Replacement     |
| 10/28/2024 | 875332  | NorthWestern Energy   | Airport          | \$ 2,752.49  | 0100483-7. Runway Lights. October 2024                     |

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| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 1,663.92 | 0100484-5. ARFF Facility. October 2024               |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 385.63   | 0712792-1. IP-7. October 2024                        |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 163.33   | 0712809-3. IP-11/12. Alpine Air. October 2024        |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 1,125.04 | 0715/00-2. IP-9. October 2024                        |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 38.51    | 1138926-9. Aero Interiors. October 2024              |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 753.29   | 1669567-8. TSA. October 2024                         |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 1,702.68 | 1993430-6. Car Wash. October 2024                    |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 331.44   | 2001846-1. Mud Wash. October 2024                    |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 311.81   | 2001848-7. Detail Bay 1 Hertz. October 2024          |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 266.41   | 2001855-2. Detail Bay 2 National/Alamo. October 2024 |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 43.17    | 2001862-8. Detail Bay 3 Enterprise. October 2024     |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 253.86   | 2001865-1. Detail Bay 4 Avis/Budget. October 2024    |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 48.01    | 2001867-7. Detail Bay 5 Thrifty/Dollar. October 2024 |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 84.01    | 3085107-5. Employee Parking. October 2024            |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 197.13   | 3446396-8. USDA. October 2024                        |
| 10/28/2024 | 875332  | NorthWestern Energy | Airport     | \$ 39.90    | 3733186-5. Airport Storage. October 2024             |
| 10/28/2024 | 875332  | NorthWestern Energy | Engineering | \$ 927.42   | 1741314-7                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Facilities  | \$ 1,913.21 | 0975808-7                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Facilities  | \$ 742.40   | 1160802-3                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Facilities  | \$ 1,601.24 | 1160804-9                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Facilities  | \$ 3,303.23 | 1269391-7                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Facilities  | \$ 8,728.49 | 3927205-9                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 1,435.58 | 0100506-5                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 39.27    | 0712387-0                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 150.57   | 0712536-2                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 32.43    | 0720818-4                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 1,748.44 | 0720821-8                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 7.78     | 0722237-5                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 6.14     | 0722247-4                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 289.07   | 0722251-6                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 0.54     | 0722254-0                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 90.92    | 0722255-7                                            |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 636.08   | 0722257-3                                            |

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| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 313.75   | 0722260-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 13.85    | 0722261-5 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 18.84    | 0722262-3 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 34.12    | 0722263-1 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 37.59    | 0722265-6 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 166.65   | 0722266-4 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 15.30    | 0722268-0 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 12.79    | 0722269-8 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 1,108.26 | 0722287-0 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 10.92    | 0722292-0 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 23.57    | 0722293-8 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 12.93    | 0722905-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 123.66   | 0722933-9 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 12.67    | 0723027-9 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 88.88    | 0723035-2 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 7.03     | 0723036-0 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 199.79   | 0723037-8 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 36.72    | 0723042-8 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 75.30    | 0723044-4 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 694.80   | 0723045-1 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 93.24    | 0723048-5 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 88.54    | 0723050-1 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723051-9 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ -        | 0723052-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 433.78   | 0723054-3 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 11.32    | 0723055-0 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 14.83    | 0723056-8 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 7.91     | 0723057-6 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 23.36    | 0723058-4 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 8.70     | 0723090-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 6.00     | 0723162-4 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 797.16   | 0723170-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1 | \$ 26.08    | 0789437-1 |

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| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1    | \$ 407.21     | 0925496-2 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1    | \$ 324.41     | 1191404-1 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1    | \$ 13.82      | 1836666-6 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1    | \$ 8.70       | 4081700-9 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1    | \$ 108.22     | 4089118-6 |
| 10/28/2024 | 875332  | NorthWestern Energy | Park Dist 1    | \$ 146.45     | 4177819-2 |
| 10/28/2024 | 875332  | NorthWestern Energy | Parking        | \$ 1,697.51   | 0720834-1 |
| 10/28/2024 | 875332  | NorthWestern Energy | Parking        | \$ 1,413.53   | 1594282-4 |
| 10/28/2024 | 875332  | NorthWestern Energy | Parks Maint    | \$ 423.36     | 0723879-3 |
| 10/28/2024 | 875332  | NorthWestern Energy | Parks Maint    | \$ 0.68       | 1029192-0 |
| 10/28/2024 | 875332  | NorthWestern Energy | Parks Maint    | \$ 1.07       | 1948667-9 |
| 10/28/2024 | 875332  | NorthWestern Energy | Parks Maint    | \$ 5.05       | 2055817-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Public Safety  | \$ 520.79     | 0720817-6 |
| 10/28/2024 | 875332  | NorthWestern Energy | Public Safety  | \$ 680.26     | 0871546-8 |
| 10/28/2024 | 875332  | NorthWestern Energy | Public Safety  | \$ 2,976.18   | 3448739-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Radio          | \$ 337.39     | 0721580-9 |
| 10/28/2024 | 875332  | NorthWestern Energy | Solid Waste    | \$ 1,564.85   | 3252194-0 |
| 10/28/2024 | 875332  | NorthWestern Energy | Street/Traffic | \$ 8.20       | 0723645-8 |
| 10/28/2024 | 875332  | NorthWestern Energy | Street/Traffic | \$ 0.81       | 1740357-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Street/Traffic | \$ 0.67       | 1748896-6 |
| 10/28/2024 | 875332  | NorthWestern Energy | Transit        | \$ 308.27     | 0719225-5 |
| 10/28/2024 | 875332  | NorthWestern Energy | Transit        | \$ 231.21     | 1784756-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Wastewater     | \$ 81,115.97  | 0100591-7 |
| 10/28/2024 | 875332  | NorthWestern Energy | Wastewater     | \$ 1,853.47   | 0100606-3 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 1,495.45   | 0100485-2 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 10,062.11  | 0100540-4 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 5,560.38   | 0100606-3 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 140,863.03 | 0100606-3 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 15,052.48  | 0722264-9 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 9,500.83   | 0723040-2 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 6.00       | 0723059-2 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 1,043.56   | 1116452-2 |
| 10/28/2024 | 875332  | NorthWestern Energy | Water          | \$ 144.80     | 1142253-2 |

| Check Date | Check # | Name             | Fund Name   | Amount       | Item Desc                                               |
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| 10/28/2024 | 875334  | Olympic Sales    | Fleet       | \$ 3,159.68  | 14965                                                   |
| 10/28/2024 | 875334  | Olympic Sales    | Fleet       | \$ 142.23    | 14965                                                   |
| 10/28/2024 | 875336  | Petty Cash CCSIU | PD Program  | \$ 4,075.00  | Reimb of CCSIU petty cash. Receipts on file at the BPD. |
| 10/28/2024 | 875338  | Public Utilities | Facilities  | \$ 7.90      | 3080251                                                 |
| 10/28/2024 | 875338  | Public Utilities | Park Dist 1 | \$ 186.19    | 3068144                                                 |
| 10/28/2024 | 875338  | Public Utilities | Park Dist 1 | \$ 4,170.84  | 3110120                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 13,812.43 | 3059048                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 5,303.94  | 3063385                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 720.66    | 3064055                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 8,832.29  | 3069969                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 7,934.20  | 3072961                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 1,554.34  | 3072990                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 12.02     | 3073704                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 15.32     | 3074750                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 713.78    | 3074751                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 3,501.38  | 3075407                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 1,663.02  | 3075860                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 2,448.74  | 3078687                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 2,299.48  | 3081602                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 439.78    | 3084220                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 7,060.44  | 3086389                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 5,159.83  | 3086390                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 21,756.39 | 3086391                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 5,787.64  | 3086392                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 47.62     | 3086393                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 247.14    | 3086929                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 18.90     | 3087030                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 13,519.03 | 3090572                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 1,678.18  | 3095935                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 28,232.91 | 3098116                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 3,386.52  | 3098117                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 177.14    | 3098999                                                 |
| 10/28/2024 | 875338  | Public Utilities | Parks Maint | \$ 3,957.56  | 3107305                                                 |

| Check Date | Check # | Name                  | Fund Name        | Amount        | Item Desc                                           |
|------------|---------|-----------------------|------------------|---------------|-----------------------------------------------------|
| 10/28/2024 | 875338  | Public Utilities      | Parks Maint      | \$ 34.78      | 3107704                                             |
| 10/28/2024 | 875338  | Public Utilities      | Parks Maint      | \$ 11,277.88  | 3108190                                             |
| 10/28/2024 | 875338  | Public Utilities      | Parks Maint      | \$ 314.74     | 3109458                                             |
| 10/28/2024 | 875338  | Public Utilities      | Parks Maint      | \$ 53.30      | 3109460                                             |
| 10/28/2024 | 875338  | Public Utilities      | Parks Maint      | \$ 18.90      | 3113693                                             |
| 10/28/2024 | 875338  | Public Utilities      | Parks Maint      | \$ 12,076.23  | 3113702                                             |
| 10/28/2024 | 875338  | Public Utilities      | Public Safety    | \$ 144.28     | 3063998                                             |
| 10/28/2024 | 875338  | Public Utilities      | Public Safety    | \$ 322.57     | 3065605                                             |
| 10/28/2024 | 875338  | Public Utilities      | Public Safety    | \$ 139.99     | 3072537                                             |
| 10/28/2024 | 875338  | Public Utilities      | Public Safety    | \$ 117.42     | 3088868                                             |
| 10/28/2024 | 875338  | Public Utilities      | Public Safety    | \$ 85.86      | 3109286                                             |
| 10/28/2024 | 875338  | Public Utilities      | Public Safety    | \$ 114.45     | 3110936                                             |
| 10/28/2024 | 875338  | Public Utilities      | Street/Traffic   | \$ 12,674.87  | 3058560                                             |
| 10/28/2024 | 875338  | Public Utilities      | Street/Traffic   | \$ (3.19)     | 3085204                                             |
| 10/28/2024 | 875338  | Public Utilities      | Street/Traffic   | \$ 25.53      | 3091174                                             |
| 10/28/2024 | 875338  | Public Utilities      | Transit          | \$ 99.27      | 3064066                                             |
| 10/28/2024 | 875339  | Ratco                 | Fleet            | \$ 350.00     | 133113                                              |
| 10/28/2024 | 875339  | Ratco                 | Street/Traffic   | \$ 860.60     | inv#133607lights for unit 1155                      |
| 10/28/2024 | 875339  | Ratco                 | Wastewater       | \$ 1,964.00   | 133230-SHELVES FOR SERVICE TRUCKS 7352 & 7852       |
| 10/28/2024 | 875339  | Ratco                 | Wastewater       | \$ 159.20     | 133282- LADDER RACK FOR VEHICLE 7852                |
| 10/28/2024 | ACH     | RDO Equipment         | Solid Waste      | \$ 1,939.17   | Filters for Landfill unit 0263.                     |
| 10/28/2024 | ACH     | RDO Equipment         | Solid Waste      | \$ 1,365.07   | FLR CAP; TNK; S/H; HSE FTG; ELBO FTG; BLK HSE; FAN  |
| 10/28/2024 | ACH     | RDO Equipment         | Solid Waste      | \$ 4,842.78   | HY-GRD; FLTRS; ELMT; FLTR KT; S/H; OIL; FLTR TRNSMN |
| 10/28/2024 | ACH     | RDO Equipment         | Solid Waste      | \$ 2,193.25   | Labor                                               |
| 10/28/2024 | ACH     | RDO Equipment         | Solid Waste      | \$ 3,559.50   | Labor                                               |
| 10/28/2024 | ACH     | RDO Equipment         | Solid Waste      | \$ 5,203.80   | labor                                               |
| 10/28/2024 | ACH     | RDO Equipment         | Solid Waste      | \$ 1,949.96   | MSTR TRK; PLG; BLTS; NTS; RNG; TRK BSHNG; TRK PIN   |
| 10/28/2024 | 875345  | Riverside Contracting | Arterial Streets | \$ 550,123.95 | Retainage Release                                   |
| 10/28/2024 | 875345  | Riverside Contracting | Gas Tax          | \$ 25,536.23  | Retainage Release                                   |
| 10/28/2024 | 875351  | Routeware             | Solid Waste      | \$ 6,265.32   | 2024 Q4 Support (Oct, Nov, Dec)                     |
| 10/28/2024 | 875351  | Routeware             | Solid Waste      | \$ 674.00     | Analog to USB Converter XtremPro USB-F Jitter-bug   |
| 10/28/2024 | 875351  | Routeware             | Solid Waste      | \$ 27,346.00  | Heavy Duty Tablet 10" Android TA4PRO Qty. 43        |
| 10/28/2024 | 875351  | Routeware             | Solid Waste      | \$ 750.00     | Shipping                                            |

| Check Date | Check # | Name                     | Fund Name          | Amount        | Item Desc                                                      |
|------------|---------|--------------------------|--------------------|---------------|----------------------------------------------------------------|
| 10/28/2024 | 875351  | Routeware                | Solid Waste        | \$ 12,000.00  | Software Licenses                                              |
| 10/28/2024 | 875353  | Sanderson Stewart        | Arterial Streets   | \$ -          | WO 20-13 King Ave W & 36th St W Traffic Signal Improvements    |
| 10/28/2024 | 875353  | Sanderson Stewart        | Gas Tax            | \$ 1,070.00   | WO 20-13 King Ave W & 36th St W Traffic Signal Improvements    |
| 10/28/2024 | 875353  | Sanderson Stewart        | St Maint Dist      | \$ 513.00     | WO 24-07 SRTS Projects; Consultant Agreement                   |
| 10/28/2024 | 875353  | Sanderson Stewart        | Tax Incrmnt E      | \$ -          | WO 23-09 5th Ace Corridor - Phase 1 Preliminary Design         |
| 10/28/2024 | 875353  | Sanderson Stewart        | Tax Incrmnt N27    | \$ 1,760.00   | WO 23-09 5th Ace Corridor - Phase 1 Preliminary Design         |
| 10/28/2024 | 875356  | Second Nature Consulting | Ballpark Donations | \$ 3,340.00   | administrative services for protective netting at Dehler Park  |
| 10/28/2024 | 875356  | Second Nature Consulting | Ballpark Donations | \$ 1,312.50   | administrative services for protective netting at Dehler Park  |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ -          | Freight                                                        |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ 2,950.00   | Freight                                                        |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ -          | Freight                                                        |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ 2,950.00   | Freight                                                        |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ -          | Purchase residential carts: 95-gallon green (Qty. 702).        |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ 41,418.00  | Purchase residential carts: 95-gallon green (Qty. 702).        |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ -          | Purchase residential refuse carts: 95-gallon black (Qty. 702). |
| 10/28/2024 | 875359  | Sierra Container Group   | Solid Waste        | \$ 41,418.00  | Purchase residential refuse carts: 95-gallon black (Qty. 702). |
| 10/28/2024 | 875360  | Source 1 Environmental   | Water              | \$ 3,000.00   | WINTER 8"X 48" POINT REPAIR KIT                                |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Public Safety      | \$ 347.49     | 3901-1042198                                                   |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Public Safety      | \$ 551.83     | 3901-1043044                                                   |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Public Safety      | \$ 50.00      | 39011047617                                                    |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Public Safety      | \$ 50.00      | 39011053500                                                    |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Solid Waste        | \$ 274.80     | 3901-1042852                                                   |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Solid Waste        | \$ 796.40     | 39011048830                                                    |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Solid Waste        | \$ 277.82     | 39011052977                                                    |
| 10/28/2024 | 875361  | Speedy Auto Glass        | Street/Traffic     | \$ 200.00     | 39011050524                                                    |
| 10/28/2024 | 875372  | TeleData Tech            | Stillwater Const   | \$ 312,074.58 | audio-visual systems in the Stillwater Building                |
| 10/28/2024 | 875374  | Tetra Tech               | Solid Waste        | \$ 11,012.14  | 3 years surface emission and groundwater monitor/report        |
| 10/28/2024 | ACH     | Tractor & Equipment      | Solid Waste        | \$ 716.16     | BOLTS, NUT, CUTTING EDGE, END EDGE, CUTTING EDGE               |
| 10/28/2024 | ACH     | Tractor & Equipment      | Solid Waste        | \$ 26.08      | Cap for landfill unit 0261                                     |
| 10/28/2024 | ACH     | Tractor & Equipment      | Solid Waste        | \$ 1,091.36   | CLMP HSE; HSE SCVENG; PLT AS; CNSMBLS; ENVIRO FEE              |
| 10/28/2024 | ACH     | Tractor & Equipment      | Solid Waste        | \$ 1,091.36   | CLMP HSE; HSE SCVENG; PLT AS; CNSMBLS; ENVIRO FEE              |
| 10/28/2024 | ACH     | Tractor & Equipment      | Solid Waste        | \$ 31.15      | CNSMBLS; ENVIRO FEE                                            |
| 10/28/2024 | ACH     | Tractor & Equipment      | Solid Waste        | \$ 41.30      | CNSMBLS; ENVIRO FEE                                            |

| Check Date | Check # | Name                | Fund Name     | Amount        | Item Desc                                                    |
|------------|---------|---------------------|---------------|---------------|--------------------------------------------------------------|
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 62.30      | CNSMBLS; ENVIRO FEE                                          |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 2,520.19   | CPSCRW; SL O RNG; WSHR; CLMP; SL; WSHR-HRD; PMP G WTR        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ (1,091.36) | CREDIT MEMO - REF. INVOICE BLWO0237909                       |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ (1,602.00) | CREDIT MEMO - REF. INVOICE BLWO0237909                       |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ (448.28)   | Credit Memo. Cutting Edge for Landfill Unit 0255.            |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 485.40     | EDGE CUTTING. LANDFILL UNIT 0255                             |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 161.80     | Element AS- P for Landfill unit 0260.                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 364.32     | Element AS-A for landfill unit 0255                          |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 846.72     | Element-ACL/Filters for landfill unit 0201.                  |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 934.85     | ELMT-HYD; ELMT AS; KIT FLTR; ELMT AS; ELMT FL; ELMT LB; ELMT |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 558.36     | FILTER AS, TIP-WIDE, RETAINER-GET FOR LF UNIT 0258.          |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 7,410.00   | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 11,475.00  | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 2,784.00   | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 445.00     | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 590.00     | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 623.00     | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 890.00     | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,068.00   | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,602.00   | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 1,602.00   | LABOR                                                        |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 233.70     | Main Element for landfill unit 0264                          |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 14,175.00  | Rental equipment for Landfill scraper 0243.                  |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 7,564.74   | RNG; BLT; CNTRL GP; FLM; CNTRL GP-E; S/H; ENVIRO FEE         |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 535.32     | SNSR SPD; S/H; CNSMBLS; ENVIRO FEE                           |
| 10/28/2024 | ACH     | Tractor & Equipment | Solid Waste   | \$ 551.72     | WSHR; BLT; NT-HX FLN; PLT; BLT; SPCR; STEP; ENVIRO FEE       |
| 10/28/2024 | 875376  | Tru Pipe            | Water         | \$ 5,100.00   | 1" X 800' SEWER HOSE W/MALE FITTING - 2500 PSI               |
| 10/28/2024 | 875377  | TW Ridley           | Wastewater    | \$ 28,818.17  | WO 23-24 Belknap Remodel Phase 2                             |
| 10/28/2024 | 875377  | TW Ridley           | Water         | \$ 7,660.52   | WO 23-24 Belknap Remodel Phase 2                             |
| 10/28/2024 | 875378  | Tyler Technologies  | EOC911        | \$ 37,035.00  | 9-1-1 Center Annual New World Maintenance                    |
| 10/28/2024 | 875378  | Tyler Technologies  | IT Resources  | \$ 63,550.01  | Yellowstone County Jail Annual New World Maintenance         |
| 10/28/2024 | 875378  | Tyler Technologies  | Public Safety | \$ 52,074.00  | Fire Records Annual New World Maintenance                    |
| 10/28/2024 | 875378  | Tyler Technologies  | Public Safety | \$ 102,006.50 | Police Annual New World Maintenance                          |

| Check Date | Check # | Name                      | Fund Name     | Amount       | Item Desc                                                          |
|------------|---------|---------------------------|---------------|--------------|--------------------------------------------------------------------|
| 10/28/2024 | 875381  | VertexOne Software        | Solid Waste   | \$ 11,277.60 | PCR-008 Data Clean-Up                                              |
| 10/28/2024 | 875381  | VertexOne Software        | Wastewater    | \$ 11,277.60 | PCR-008 Data Clean-Up                                              |
| 10/28/2024 | 875381  | VertexOne Software        | Water         | \$ 35,524.80 | PCR-008 Data Clean-Up                                              |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Fleet         | \$ 212.61    | 3972479                                                            |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ 14,334.00 | Encumb per City Council Purchase commercial containers             |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ 7,642.00  | Encumb per City Council Purchase commercial containers             |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ 20,981.00 | Encumb per City Council Purchase commercial containers             |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ 8,088.00  | Encumb per City Council Purchase commercial containers             |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ -         | Shipping.                                                          |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ 2,152.13  | Shipping.                                                          |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ 2,152.13  | Shipping.                                                          |
| 10/28/2024 | ACH     | Wastequip Manufacturing   | Solid Waste   | \$ 5,810.76  | Shipping.                                                          |
| 10/28/2024 | 875386  | Wovek                     | St Maint Dist | \$ 82,610.32 | WO 23-45 Street & Traffic Remote Breakroom                         |
| 10/28/2024 | 875387  | Xylem Water Solutions USA | Wastewater    | \$ 9,500.00  | 10 Lift Stations Annual Maint                                      |
| 10/28/2024 | 875389  | YCSO                      | PD Program    | \$ 8,688.05  | Reimbursement of 2023 JAG expenses for qtr end 9/30/24.            |
| 10/28/2024 | 875391  | Yellowstone Valley Elec   | Light Maint   | \$ 665.82    | SILMD 313 Vintage Estates Sub Phase II; 4179017 10.21.2024         |
| 10/28/2024 | 875391  | Yellowstone Valley Elec   | Solid Waste   | \$ 189.50    | Electricity service at Landfill Compost site. 09/01/24 - 10/01/24. |
| 10/28/2024 | 875391  | Yellowstone Valley Elec   | Solid Waste   | \$ 444.56    | Electricity service at Landfill Flare. 09/01/2024 - 10/01/2024.    |
| 10/28/2024 | 875391  | Yellowstone Valley Elec   | Solid Waste   | \$ 2,724.92  | Electricity service at Landfill. 09/01/24 - 10/01/24.              |

**City Council Regular**

**Date:** 11/25/2024  
**Title:** City Zone Change 1058 - 2135 Grand Ave- CMU1 to CMU2- Public Hearing and First Reading  
**Presented by:** Karen Husman  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00235

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**RECOMMENDATION**

City Zoning Commission is recommending denial based on the findings of the 10 criteria for Zone Change 1058.

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

This is a zone change request from Corridor Mixed Use (CMU1) to Corridor Mixed Use and Commercial Centers (CMU2) to allow an existing auto dealership, Ryan Auto, to relocate to this location. There will be no new development or alteration to the existing building, other than maintenance. A building change of use permit application will be required should the rezoning be approved. A pre-application neighborhood meeting was held on September 17, 2024, at the subject property.

The CMU1 district is intended to accommodate commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the CMU1 district may be somewhat larger in scale and more flexible than the neighborhood mixed-use district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, any story could accommodate residential and/or office uses.

CMU2 district is similar in intent to CMU1, supporting commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Ground stories along streets are still intended for commercial uses, any story could accommodate residential and/or office uses. CMU2 differs from CMU1 as it is meant to accommodate larger-scale commercial, warehouse-style buildings, and other more intense uses in multiple buildings on larger, deeper parcels along corridors.

The Corridor Mixed Use zones (CMU1 and CMU2) are districts appropriate for higher volume arterial and collector streets where access to the site accommodates both vehicle trips and pedestrian access. The CMU2 district specifically outlines larger, deeper parcels along the corridors and accommodation for larger-scale commercial and warehouse-style buildings. The parcel's shallow depth and proximity to a large public park, Rose Park, does not fit the intent of the CMU2 district. Additionally, the CMU2 district is not intended to be closer to neighborhood zones, including adjacent or across an alley from residences. While either zone would prohibit casinos or bars due to the parcel's proximity to Rose Park, it is the other allowed uses, such as, large format retail, car washes, outdoor sales lot, RV and trailer sales/service, taxi service yard, auto sales, and animal shelters that do not fit with the shallow lots and proximity to residential development and parks.

**APPLICATION DATA**

**OWNER:** Enterprise Investments, LLC., Paul Beck, Sole member

**AGENT:** Miles Ryan, Owner of Ryan Auto

**LEGAL DESCRIPTION:** West 22 feet of Lot 3 and all of Lots 4-9, Block 1 of Grand Vista Sub. S35, T01 N, R25 E

**ADDRESS:** 2135 Grand Ave

**CURRENT ZONING:** CMU1

**EXISTING LAND USE:** Multi-purpose, Retail, multi-occupancy (Formerly Montana Flooring)

**PROPOSED USE:** Used Auto Sales

**SIZE OF PARCEL:** 1.228 Acres

**CONCURRENT APPLICATIONS**

None

## **SURROUNDING LAND USE & ZONING**

NORTH: Zoning: P1

Land Use: Rose Park

SOUTH: Zoning: CMU1

Land Use: Commercial multi-purpose retail, Bar/Casino, Offices

EAST: Zoning: CMU1

Land Use: Commercial multi-purpose retail

WEST: Zoning: CMU1

Land Use: Commercial multi-purpose retail

## **STAKEHOLDERS**

The applicant conducted a pre-application meeting at the subject property on September 17, 2024. There were no surrounding property owners or interested parties that attended the pre-application meeting. The pre-application information and notes are attached to the report. Planning staff posted the property, mailed notices to owners within the required radius of the subject property, and published a legal ad in the newspaper. The planning staff also posted the application on our "Current Zoning Applications" web page. Planning staff received no comments or emails on the application prior to the writing of this report.

The Zoning Commission conducted a public hearing on November 6, 2024. Staff provided a brief presentation summarizing its recommendation. The applicant's representative, Justin Harkins, reviewed staff's criteria findings and explained why they believe the CMU2 zoning would benefit Billings at this location. They highlighted that Ryan Auto, as a small auto sales business, fits the scale of CMU1, but auto sales are not permitted under CMU1 zoning. The agent further detailed their proposal, expressing confidence that CMU2 zoning would align with their plans for the auto dealership at this location.

The Zoning Commissioners reviewed the findings related to the criteria and considered the recommendation for denial. They discussed that while the CMU2 zoning might not be suitable for this property, the small-scale auto sales operation itself would likely not negatively impact the area, although some other uses permitted under the CMU2 zone could pose concerns.

The Zoning Commission ultimately voted 3-1 to forward a recommendation of denial, based on the staff's determinations.

## **ALTERNATIVES**

The City Council may:

- Approve the Zone Change and adopt different findings of the ten review criteria for Zone Change 1058; or,
- Deny the Zone Change and adopt the findings of the ten review criteria for Zone Change 1058 as recommended by the Zoning Commission; 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 at this time.

## **FISCAL EFFECTS**

Approval or denial of the proposed zone change should not have an effect on the Planning Division budget.

## **SUMMARY**

Prior to making a decision, the City Council shall consider the following 10 statutory review criteria:

### ***1. Is the new zoning designed in accordance with the Growth Policy?***

The proposed zone change is not consistent with the following guidelines of the 2016 Growth Policy:

*Strong Neighborhoods: Neighborhoods that are safe and attractive and provide essential services are much desired.*

Discourage random zone changes within the neighborhood that would conflict with the character of the neighborhood. The CMU2 zone district does not align with the subject property. The CMU2 district is meant to accommodate larger-scale commercial, warehouse-style buildings, and other uses in multiple buildings on larger, deeper parcels along

transportation corridors. The subject property does not fit the CMU2 design for larger scale commercial "warehouse style" buildings and more intense uses. Approval of the zone change would have negative effects on the neighborhood public health, safety and welfare given the existing conditions and site development.

*Prosperity (promoting equal opportunity and economic advancement):*

- A diversity of available jobs can ensure a strong Billings' economy.

- Retaining and supporting existing businesses helps sustain a healthy economy.

The proposed zoning would allow an existing automobile sales operation to relocate its operations. Ryan Auto currently employs one employee, according to their City of Billings Business License. One job does not create a diversity of jobs. While the Growth Policy does advocate for supporting and retaining existing businesses for a healthy economy, the parcel is inappropriately sized and its proximity to the park and neighborhood create an impact to the community due to the larger scale uses that are allowable within CMU2. These uses are large format retail, vehicle sales and rental, RV and trailer sales, vehicle maintenance and repair, bus or taxi and parking, large format (over 50,000 sqft) amusement. While the proposed use is Ryan Auto and the existing building would remain the same, the rezoning must be evaluated based on all allowable uses.

## **2. Is the new zoning designed to secure from fire and other dangers?**

The new zoning (CMU2) requires minimum setbacks, open and landscaped areas and building separations, which creates security from fire and other dangers. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. Any new structures would comply with the building code and other development codes in Billings intended to keep places safe. The existing structure will be required to submit a change of use building application. The use will be evaluated for compliance with any differences in building code and parking requirements as well as site requirements. The parcel has access to municipal water which allows for fire protection. There is an existing fire hydrant adjacent to Grand Avenue on the east side of the parcel.

## **3. Whether the new zoning will promote public health, public safety and general welfare?**

Public health, public safety and general welfare are not promoted by the proposed zoning. This parcel's size and proximity to residential neighborhoods and Rose Park do not protect public health, public safety or general welfare. The parcel is not a larger or deeper parcel that is designed for a "warehouse style" building. The uses allowed in CMU2 such as large format retail, vehicle sales and rental, RV and trailer sales, vehicle maintenance and repair, bus or taxi and parking, large format (over 50,000 sqft) amusement are not compatible to the neighborhood.

## **4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirement?**

*Transportation:* CMU2 allowance of larger scale warehouses and commercial uses could create more traffic for the site and area. Grand Avenue is classified as a principal arterial. The proposed used car lot will create issues of loading and unloading cars, vehicle transporter, tow trucks, etc. The intersection of 22nd Street West and Grand Ave is not a fully controlled intersection. There is a stop sign on 22nd Street at Grand Avenue. Parking of vehicles for sale would be prohibited in clear vision areas. The parcel sizing is not adequate for larger scale uses and will contribute to issues and disruption on the adjacent streets for the uses allowable in CMU2.

*Water and Sewer:* The City provides water and sewer to the property.

*Schools and Parks:* This is a commercial development, therefore there are no identified concerns for schools. The parcel's proximity to a park and the associated community use is of concern. Rose Park is one of the larger City of Billings parks. The associated traffic through use of the park and additional possible traffic through allowable uses in CMU2, including the alley that runs behind the subject property and adjacent to the park increases safety concerns in the area.

*Fire and Police:* The subject property is served by city public safety services. The Police and Fire Departments had no concerns about the zone change. As mentioned in Criteria 2 there is a fire hydrant on the east side of the parcel adjacent to Grand Avenue.

## **5. Will the new zoning provide adequate light and air?**

The proposed CMU2 zoning includes minimum setback requirements to ensure adequate separation between structures, as well as sufficient light and airflow. The proposed zoning provides appropriate setbacks to meet these needs. The subject property in this case is already established with a completed building and surface parking. The new use will be required to submit a change of use application to the Building Division. The existing infrastructure will be evaluated to ensure adequate parking, site and building code requirements are met.

## **6. Will the new zoning affect motorized and non-motorized transportation?**

CMU2 allowance of larger scale warehouses and commercial uses could create more traffic for the site and area.

Grand Avenue is classified as a principal arterial. The proposed used car lot will create issues of loading and unloading cars, vehicle transporter, tow trucks, etc. The intersection of 22nd Street West and Grand Ave is not a fully

controlled intersection with a stop sign on 22nd Street at the Grand Avenue intersection. Parking of vehicles for sale will be prohibited in clear vision areas. The parcel sizing is not adequate for larger scale uses and will contribute to issues and disruption on the adjacent streets for the uses allowable in CMU2. The current site also has a shortage of parking.

#### Off-Street Parking at 2135 Grand Avenue

- Current Requirements:
  - (13,638sqft) Retail Use: Requires 49 off-street parking spaces
  - (3,870sqft) Warehouse Use: Requires 4 off-street parking spaces
  - Total Required: 53 off-street spaces

Currently, 20 of the existing 58 off-street spaces are within the arterial setback (40 feet from the centerline of Grand Avenue) so they cannot be counted toward the overall required parking. This means the current requirements for the existing space are short parking spaces with no change in use.

- Proposed Use Requirements:
  - 1 parking space per 1,000 sq. ft. of sales floor area, plus parking for at least 4 vehicles for sale.

Parking requirements are listed per Section 27-1300 (BMCC). Parking requirements for the proposed used auto car lot will be evaluated in the change of use application.

#### ***7. Will the new zoning promote compatible urban growth?***

The proposed zoning is not compatible with the adjacent zoning and existing urban growth in the vicinity. Existing CMU1 zones are located to the south, east and west. The subject property will be separated from residential uses by a street width and is directly adjacent to a large public park. The CMU2 district is meant to accommodate larger-scale commercial, warehouse-style buildings, and other uses in multiple buildings on larger, deeper parcels along corridors. The subject property does not fit the CMU2 design for larger scale commercial "warehouse style" buildings or the more intense uses CMU2 allows. Approval of the zone change would have negative effects on public health, safety and welfare given the existing conditions and site development.

#### ***8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?***

The proposed zoning of CMU2 will allow an existing auto sales business to relocate. CMU2 differs from CMU1 as it is meant to accommodate larger-scale commercial, warehouse-style buildings, and other uses in multiple buildings on larger, deeper parcels along corridors. The subject property does not fit the desired description of the CMU2, as it is meant to accommodate larger-scale commercial, warehouse-style buildings on deeper lots with multiple buildings. While the current proposed use is Ryan Automotive, a small-scale used car sales lot, all allowable uses in CMU2 must be evaluated. These uses include large format retail, vehicle sales and rental, RV and trailer sales, vehicle maintenance and repair, bus or taxi and parking, large format (over 50,000 sqft) amusement, and animal shelters. These uses would not be considered suitable for this location and do not fit the character of the district.

#### ***9. Will the new zoning conserve the value of buildings?***

Since no building improvements are planned it is likely that surrounding building values will not be affected. Livability would diminish as any new use that is totally vehicle oriented will impact the adjacent neighborhood streets. The closest signalized intersection is two blocks to the east. Safe left turns could require people to drive through the neighborhood to get to 19th Street West to make those turns.

#### ***10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?***

The property does not align with the specific intent of CMU2 zone specification, which is designed for larger-scale commercial, warehouse-style buildings, and multiple structures on larger, deeper parcels along major corridors. Additionally, the allowable uses such as large format retail, vehicle sales and rental, RV and trailer sales, vehicle maintenance and repair, bus or taxi and parking, large format (over 50,000 sqft) amusement, and animal shelters. These uses would not be considered suitable for this location and do not fit the character of the district.


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### Attachments

Zoning Map & Site Photos  
Application & Applicant Letter  
History

# Zoning Map & Site Photos



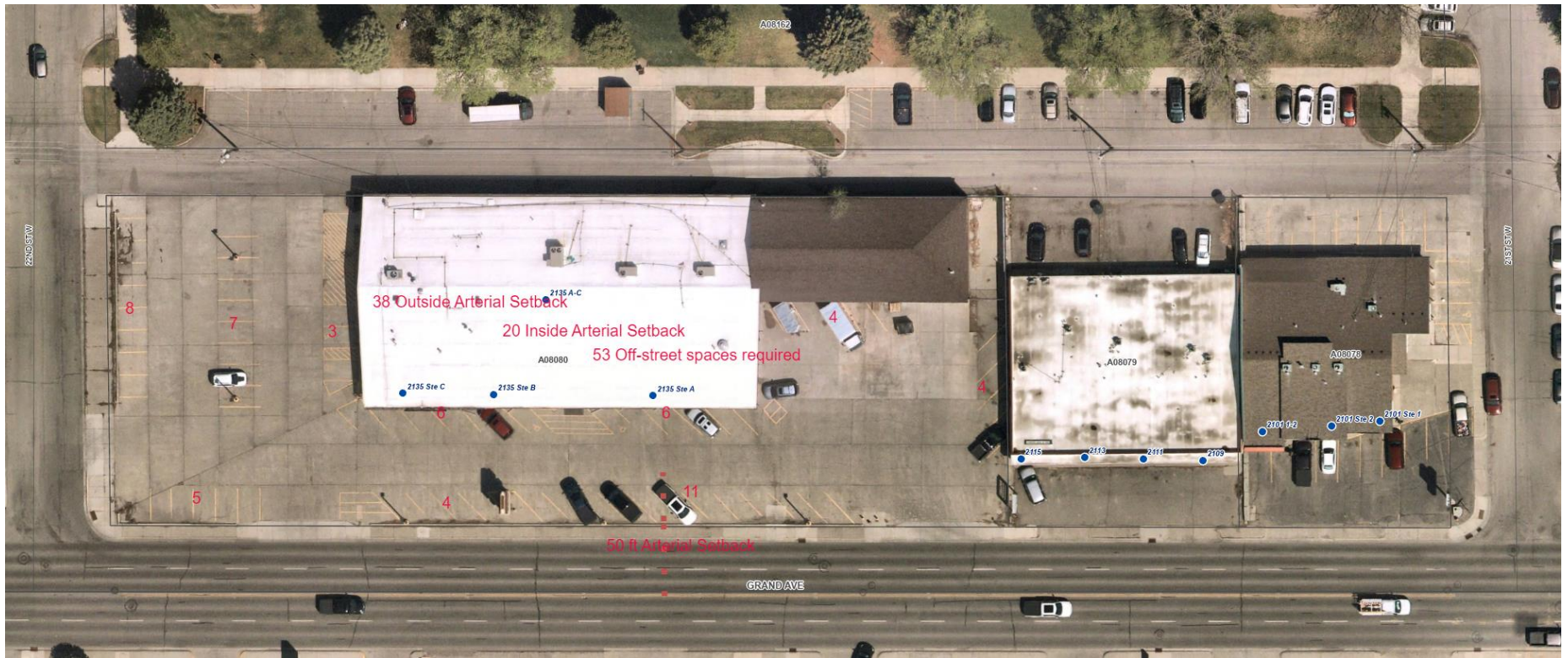
 Subject Property



2135 Grand Avenue – view northeast



2135 Grand Avenue view northwest



### Off Street Parking at 2135 Grand Avenue - Existing Uses

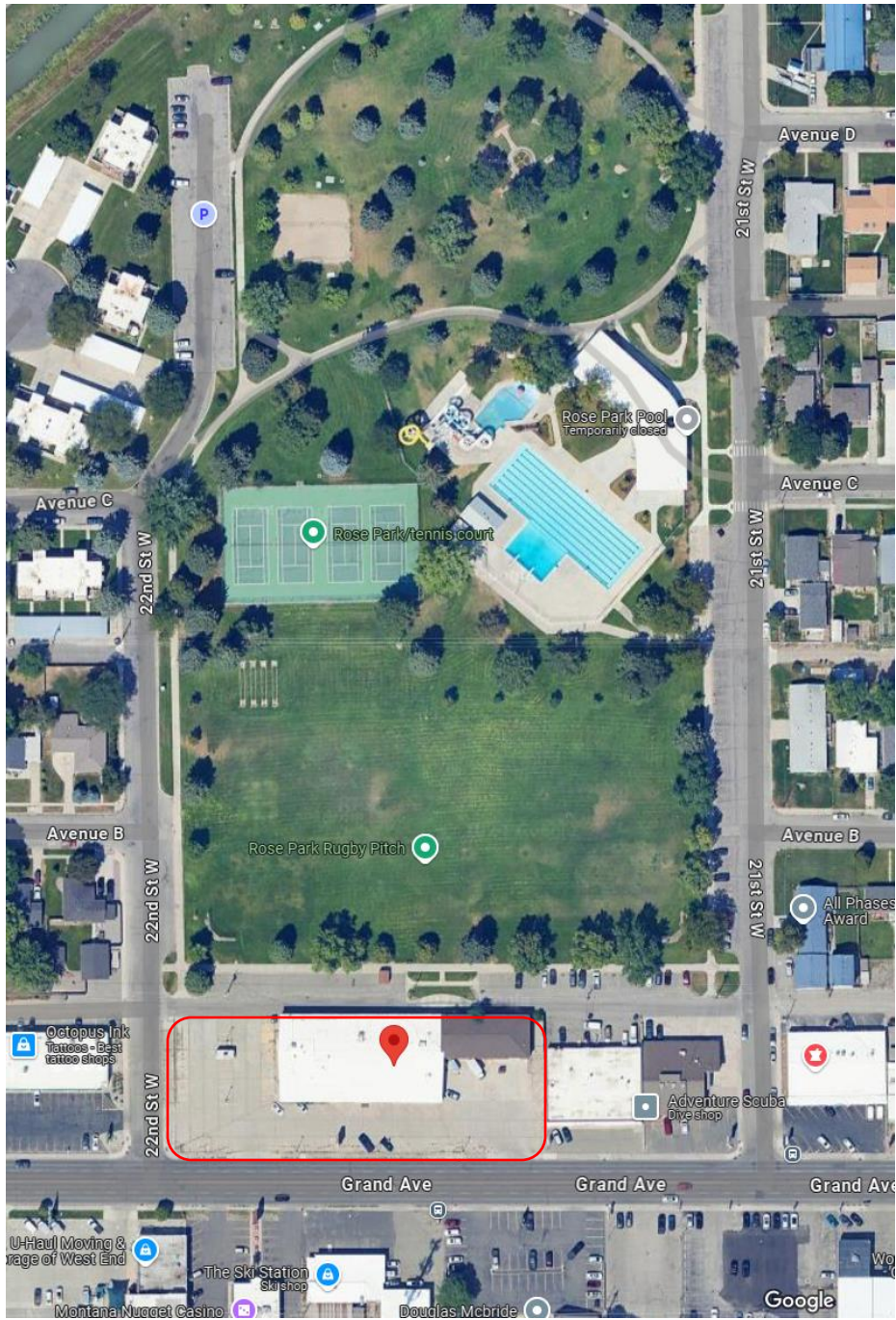
Existing Use Retail requires 49 off-street spaces

Existing Use Warehouse requires 4 off-street spaces

53 off-street spaces required

20 of the existing 58 off street spaces are within the arterial setback (40 ft of centerline of Grand Ave)

Proposed Use requires 1 per 1,000 sf of sales floor + parking for vehicles for sale (4+)



2135 Grand Avenue – Subject Property

**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 MIXED COMMERCIAL USE 1

Proposed Zoning: MIXED COMMERCIAL USE 2

PARCEL TAX ID# A08080 CITY ELECTION WARD WARD 5

Legal Description of Property: GRAND VISTA SUBD, S35, T21N, R25E, BLOCK 1, LOT 3, L22 PT LT3 & ALL LT4-9

Address or General Location (If unknown, contact City Engineering): 2135 GRAND AVE, STE B  
Billings, MT 59102

Size of Parcel (Area square feet or acres): 1.228 acres

Present Land-Use: Empty Building Connected to Flooring Company

Proposed Land-Use: USED CAR SALES

\*\*\* Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s) MUS RYAN

(Record Owner)

2910 Palm Dr. Billings, MT 59102

(Address)

406 671 4224

(Phone Number)

MUS@RYANAUTOMT.COM

(email)

Agent(s): MUS RYAN

(Name)

2910 Palm Dr. Billings, MT 59102

(Address)

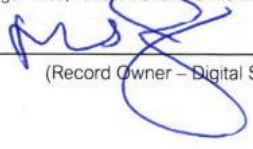
406 671 4224

(Phone Number)

(Email)

MUS@RYANAUTOMT.COM

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: 9.24.24  
(Record Owner - Digital Signature Allowed)

## 10 Statutory Criteria's

1. Yes, with the zone change, after reading through the growth policy, Ryan Automotive will continue to follow and play its part in what Billings stands for and has planned for the future
2. This zone change will not require any construction so the fire plan will remain the same
3. Within this zone change, Ryan Automotive will be adding exterior security cameras around the building, so it should create a safer environment for the surrounding businesses and residents in the area.
4. The zoning for this location will not change any of the current transportation, water, sewer or public requirements. Ryan Automotive will continue to enforce all city rules.
5. This location will not change any of the current policies/rules and will continue to provide adequate light and air.
6. This zone change will not change the current motorized and nonmotorized transportation. All exits and entrances will remain the same.
7. This zone change for this location will promote growth for the area. Ryan Automotive will be connected to other businesses and I believe it will help all the other businesses gain customers.
8. This zone change will follow along with a couple of the other businesses on this street. Dana Motors and Uhaul. Ryan Automotive will have the same reputation that we have had for the past 7 years in the location we have been working out of.
9. This zone will not affect the building or any infrastructure as all will remain the same.
10. This zone change will help create and bring new business into the area. Ryan Automotive will promote the location and with the traffic from our customers, it should allow other businesses to grow along side of this lot.

This zone change will fit in with all the updating we are seeing within the city. A new business on a busy street will create traffic, excitement, and will help create jobs and bring money in the community. The Ryan Family has been in the car industry in Billings for the last 70 years when my grandfather started Ryan Oldsmobile back in the 50's. Our reputation as car dealers has continued to remain the same and will continue as long as I am in business. I am only looking to create a professional, fun, safe, new business on Grand Ave and am committed to follow all rules and regulations that I have been down on 6<sup>th</sup> Ave N for the past 7 years. With all the crime downtown, I allowed the Police Department to use my security cameras any time they needed to rewind and watch footage. Multiple times, I will going down there 10Pm- 1 am to allow them inside the car lot to watch footage. I am really looking forward to keeping that same relationship with the PD that I have had for the last several years.

**Growth Policy, Neighborhood Plans, and other applicable city development policies.**

The location we are currently looking to have the zoning changed, 2135 Grand Ave, Billings, MT, 59102, the exterior building and the parking lot will not be changed at all. We will continue to keep the location exactly how we found it; clean, professional, and will follow all city codes. We will be adding security cameras to the exterior of the building which we believe will help create a safer environment for the surrounding businesses/homes.

At our location, we would try our best to create a safe location for customers, our neighbors, and the community. We believe in keeping Billings attractive, safe, all while creating more options for residents to shop and bring in customers from other cities as well.

We do not look to change anything on the building or create any waste. We will be bringing a fresh "face" to Grand Ave which we hope will create excitement and create more business on the street.

08/22/24

To whom it may concern:

My name is Miles Ryan with Ryan Automotive here in Billings. Since 1951 the Ryan family has been selling cars to the Billings community starting out as Ryan Oldsmobile, later becoming Ryan Automotive on 6<sup>th</sup> Ave N. We have loved our downtown location and serving our community, but it has been our dream to move our location to Grand Ave; specifically, 2135 Grand Ave, Suite, B.

I am writing you to let you know we are looking at the community and the City of Billings, to allow us to change the current zoning back, which it has been for many previous years, from a Mixed Use 1 to a Mixed Use 2 to allow us to move our dealership to this new location. Changing the zoning to a "Mixed 2", will change nothing other than allowing us to move into this location and continue serving Billings and the surrounding areas we have enjoyed over the last 70 years.

I would like to invite you to stop by 2135 Grand Ave, Suite B, on September 17, 2024 at 5:30 PM for a meet and greet. I will be there to answer any questions you have on our business or to simply say "Hello".

Sincerely,

Miles Ryan

When: September 17, 2024 at 5:30PM.

We are simply looking to have the current commercial zoning changed back as it has previously been from a Mixed Use 1 to a Mixed Use 2.

Legal description of location: GRAND VISTA SUBD, S35, T01 N, R25 E, BLOCK 1, LOT 3, W22 FT LT 3 & ALL LT 4-9. Owner: Enterprise Investments, LLC, Paul Beck 406-425-2310

| <b>SUBJECT PROPERTY</b>                             | <b>Zone Change #</b> | <b>DATE</b> | <b>FOR</b>        | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>     |
|-----------------------------------------------------|----------------------|-------------|-------------------|-----------------------|----------------------------|
|                                                     |                      |             |                   |                       |                            |
|                                                     |                      |             |                   |                       |                            |
| <b>SURROUNDING PROPERTY</b>                         | <b>Zone Change #</b> | <b>DATE</b> | <b>FOR</b>        | <b>APPROVED (Y/N)</b> | <b>ADDITIONAL DATA</b>     |
| Zimmerman Home Place                                | 1038                 | 10/3/2023   | NX1 to NX2 & Nx3  | Y                     |                            |
| Michelloti Sawyer                                   | 1020                 | 10/24/2022  | A to NX1 and NX3  | Yes                   | Steward Land townhomes     |
| ZHP 3 <sup>rd</sup> Filing Zimmerman Trail frontage | 1019                 | 1/9/2023    | NO to CMU1        | Withdrawn             |                            |
| Cardwell Ranch PD                                   | 986                  | 10/26/2020  | Update to PD      | Y                     |                            |
| 733 S 31 <sup>st</sup> St. W                        | 999                  | 10/25/2021  | CMU1 to CMU2      | Y                     |                            |
| E.D. King Sub                                       | 782                  | 7/10/2006   | A-1 to CC         | Y                     | Country Meadow Apts 1997   |
| 1501 Zimmerman Trail                                | 807                  | 7/9/2007    | R-60-R to CC & RP | Y                     | Ace Hardware & Offices     |
| 3737 Grand Ave                                      | 779                  | 6/26/2006   | RP to NC          | Y                     | Multi-tenant office/retail |
| 1500 Golden Blvd                                    | 572                  | 2/28/1994   | A-1 to RMF        | Y                     | Carriage Homes 1997        |
| 3155 Avenue C                                       | 413                  | 10/25/1983  | R-96 to RMF-R     | Y                     | Aspen Meadows 2005         |
| 2291 Avenue C                                       | 68                   | 8/26/1974   | PD to R-60        | Y                     | Rosepark Plaza Apts 1981   |
|                                                     |                      |             |                   |                       |                            |

**City Council Regular**

**Date:** 11/25/2024  
**Title:** EBURD Safety Pilot Program - District and Business Partnership  
**Presented by:** Wyeth Friday  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** NA

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**RECOMMENDATION**

The BIRD Board recommends \$30,000 be allocated from TIF funds to pilot a security program in the EBURD in cooperation with private property and business owners. The program would be piloted for 90 days during the remainder of FY2025 with the District contributing \$30,000 toward private security measures and property owners and business owners that are already utilizing private security also participating. The goal is for the program to become independent with property and business contributions after the pilot program is complete.

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

The program would begin as a 3-month pilot starting as soon as funding is authorized. Sundown Security will provide patrol services, with detailed reports to assess security needs and effectiveness. Evening and nighttime patrols (critical hours based on crime patterns) will be conducted. Patrols will monitor business areas, parking lots, and alleyways, addressing trespassing, loitering, vandalism, and other incidents. Guards will provide a visible deterrent to crime and create a safer environment for business owners, employees, and customers. The guard presence will address legitimate safety incidents and contact law enforcement to address true criminal activity.

Present local crime data has emphasized the rise in vandalism, trespassing, theft, and public safety concerns affecting businesses in the EBURD. Safety concerns from current businesses and residents appears to be leading to less foot traffic, reduced business confidence, and slower development. Crime negatively affects business operations, drives away potential customers, and discourages investment in the EBURD. Creating a safer environment will increase economic activity and attract more businesses, residents, and visitors to the district.

According to data collection, the Montana Avenue Property Owners Group hired private security to help them in the same way along the Montana Avenue Corridor. Analysis of 6 months prior to security presence on Montana Avenue, 190 calls were made to law enforcement, 56% of those calls were considered preventable. During the first 6 months of security presence on Montana Avenue, 165 calls were made to law enforcement, and only 40% of those calls were considered preventable. The data showed that there was a 15% overall call decrease and a 3% trespass call decrease.

The EBURD will initially fund the program to demonstrate the program's effectiveness. Already signed-up EBURD Sundown Security clients will receive security services and provide feedback. As the program moves ahead, further business outreach and recruitment will occur based on the program success. Meetings will be held with key stakeholders to explain the program, benefits, and options. Initial crime reduction reports and feedback from businesses that benefit from the program will be shared. The ultimate goal is to transition from EBURD funded security to member-funded services to ensure long-term sustainability. Overall, pooling resources enables businesses to access professional security services at a fraction of the cost of hiring individual guards or agencies

After 3 months, BIRD and Sundown will deliver a comprehensive report to the City Council, BIRD board, and participating members. The report will highlight the program's effectiveness, including crime reduction statistics and feedback from participants. This information will help determine a path forward for the program.

**STAKEHOLDERS**

Private property owners, business owners and the public all would benefit from added security measures in the EBURD to encourage businesses to stay, bring in new businesses and have visitors to the District to feel safer in the area during the day, but more importantly at night. This pilot is a first step before the District considers a Business Improvement District or other means to support hiring a Police Officer or other security measures for the area if needed.

**ALTERNATIVES**

City Council may:

- Approve \$30,000 be allocated from EBURD TIF funds to pilot a security program in the EBURD in cooperation with private property and business owners; or,
- Not Approve \$30,000 be allocated from EBURD TIF funds to pilot a security program in the EBURD in cooperation with private property and business owners.

#### **FISCAL EFFECTS**

The FY 2025 EBURD Budget has adequate funds for this \$30,000 allocation for this pilot safety program. If the program is successful and moves forward it should be privately supported and funded for the long term. If it does not work as intended, the program will be re-evaluated and additional funding and renewing the program will be discussed as part of the FY 2026 budget process in early 2025.

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#### **Attachments**

EBURD Safety Program Information Document



# EBURD SECURITY PILOT PROGRAM

Partner: Sundown Security



M. Harkins

Objective: Launch a three-month pilot security program to improve safety in the EBURD, reduce crime, and create a sustainable security model funded by EBURD businesses and property owners.

## WHY THIS PROGRAM IS NEEDED??



### Crime and Safety in Billings:

- Present local crime data to emphasize the rise in vandalism, trespassing, theft, and public safety concerns affecting businesses in the EBURD.
- Safety concerns from current businesses and residents lead to less foot traffic, reduced business confidence, and slower development.

### Impact on Community:

- Crime negatively affects business operations, drives away potential customers, and discourages investment in the EBURD.
- Creating a safer environment will increase economic activity and attract more businesses, residents, and visitors to the district.

## HOW THE SECURITY PROGRAM WORKS

### Pilot Duration:

3-month pilot starting immediately, funded by the BIRD.

### Sundown Security:

Sundown Security will provide patrol services, with detailed reports to assess security needs and effectiveness.

### Patrols and Response:

Evening and nighttime patrols  
(critical hours based on crime patterns).

Patrols will monitor business areas, parking lots, and alleyways, addressing trespassing, loitering, vandalism, and other incidents.

Guards will provide a visible deterrent to crime and create a safer environment for business owners, employees, and customers.



## CURRENT PARTNERSHIP AND PAST SUCCESS

### Private Solution Supporting Public Safety:

Effective change of perception resulting in an increase in community trust. The data collected supports a change in experience for business owners and their customers and staff.

### Crime Mapping Calls Preventable by Security and/or Law Enforcement Presence:

Area check, disturbance, intoxicated subject, noise complaint, prowler, suspicious activity, threats/harassment, trespass, vandalism.

### Businesses and Law Enforcement Support:

Addressing and decreasing perceived and legitimate safety incidents, advocating for the business owner and contacting law enforcement to address true criminal activity.

**4% DECREASE IN PREVENTABLE CALLS IMPACTED BY SECURITY AND/OR LAW ENFORCEMENT PRESENCE** \*HMAA case study

## CURRENT PARTNERSHIP AND PAST SUCCESS

### Correlating Success:

This current service schedule with HMAA continues to show a significant decrease in security reported incidents (less required guard reports), and guards receive verbal acknowledgement from business owners and their customers of appreciation of continued service. We believe that there will be a similar result in the EBURD with the model we will roll out there.

### Collected Numbers and Results:

According to data collection, the 6 month prior to security presence on Montana Ave, 190 calls were made to law enforcement, 56% of those calls were considered preventable. During the first 6 months of security presence, 165 calls were made to law enforcement, and only 40% of those calls were considered preventable.

**15% CALL DECREASE**

**1% DISTURBANCE CALL DECREASE**

**3% TRESPASS CALL DECREASE**

## MEMBERSHIP AND OUTREACH PLAN

### Phase 1: Pilot Funded by BIRD (Months 1-3):

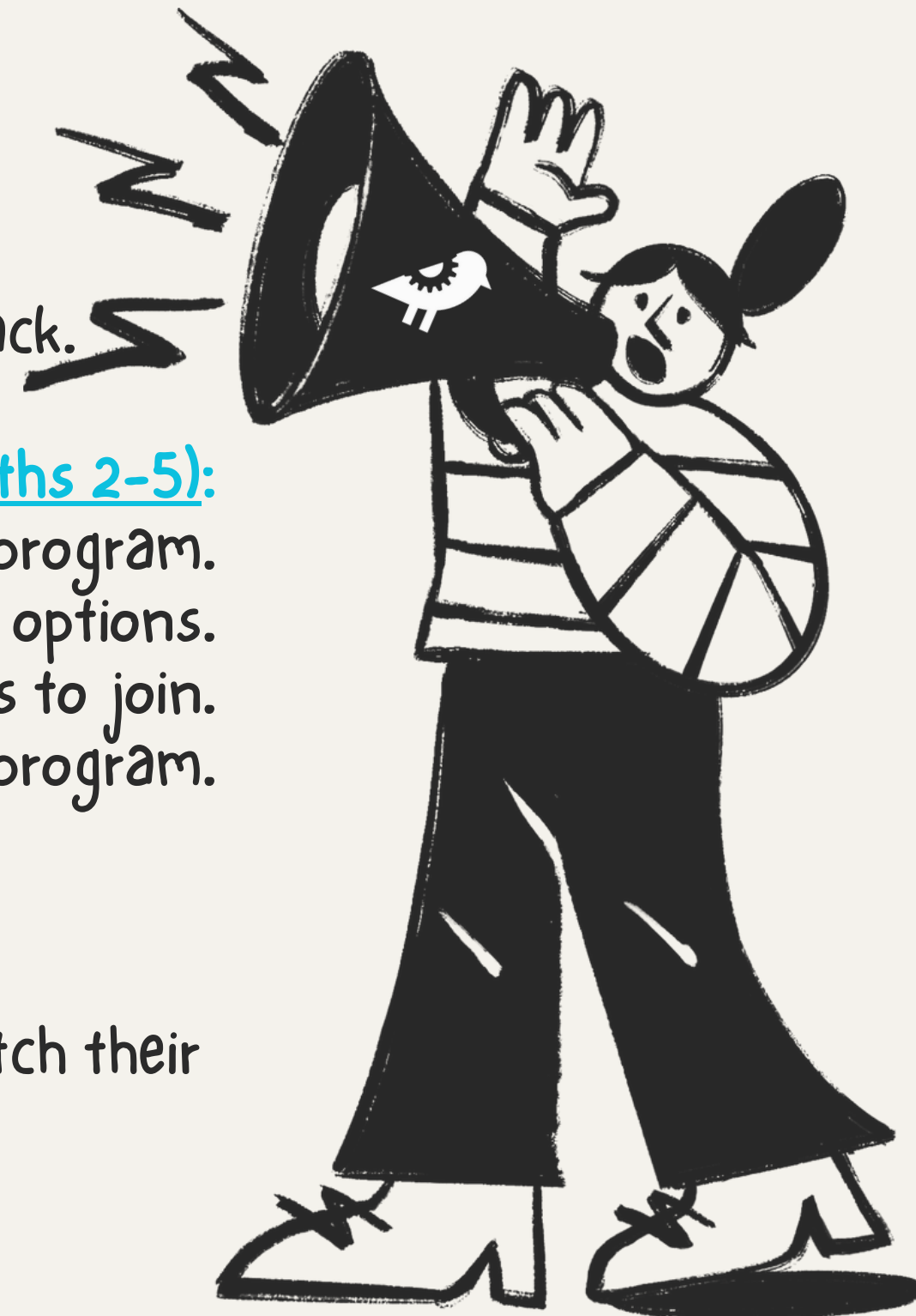
BIRD will initially fund the program to demonstrate the program's effectiveness. Already signed-up EBURD Sundown clients will receive security services and provide feedback.

### Phase 2: Business Outreach & Recruitment (Months 2-5):

- Engage w/ businesses in EBURD to join the program.
- Hold meetings with key stakeholders to explain the program, benefits, and options.
- Flyers, newsletters, and social posts highlighting the program and inviting businesses to join.
- Share initial crime reduction reports and feedback from businesses that benefit from program.

### Phase 3: Expansion & Sustainability (Post-Pilot):

- The goal is to transition from BIRD-funded security to member-funded services
- Businesses and property owners will be encouraged to sign up for program tiers that match their security needs, ensuring long-term sustainability.



# EBURD Security Pilot Program

## MEMBERSHIP TIERS + SERVICES

### Low Frequency Subscription:

- 1 patrol per day, no door checks.
- Ideal for businesses w/ minimal concerns but want to contribute to safety program
- Cost: \$XX/month.

### Medium Frequency Subscription:

- 3 patrols per day with randomized door checks.
- Suited for businesses that want a security presence and checks of their premises.
- Cost: \$XX/month.

### High Frequency Subscription:

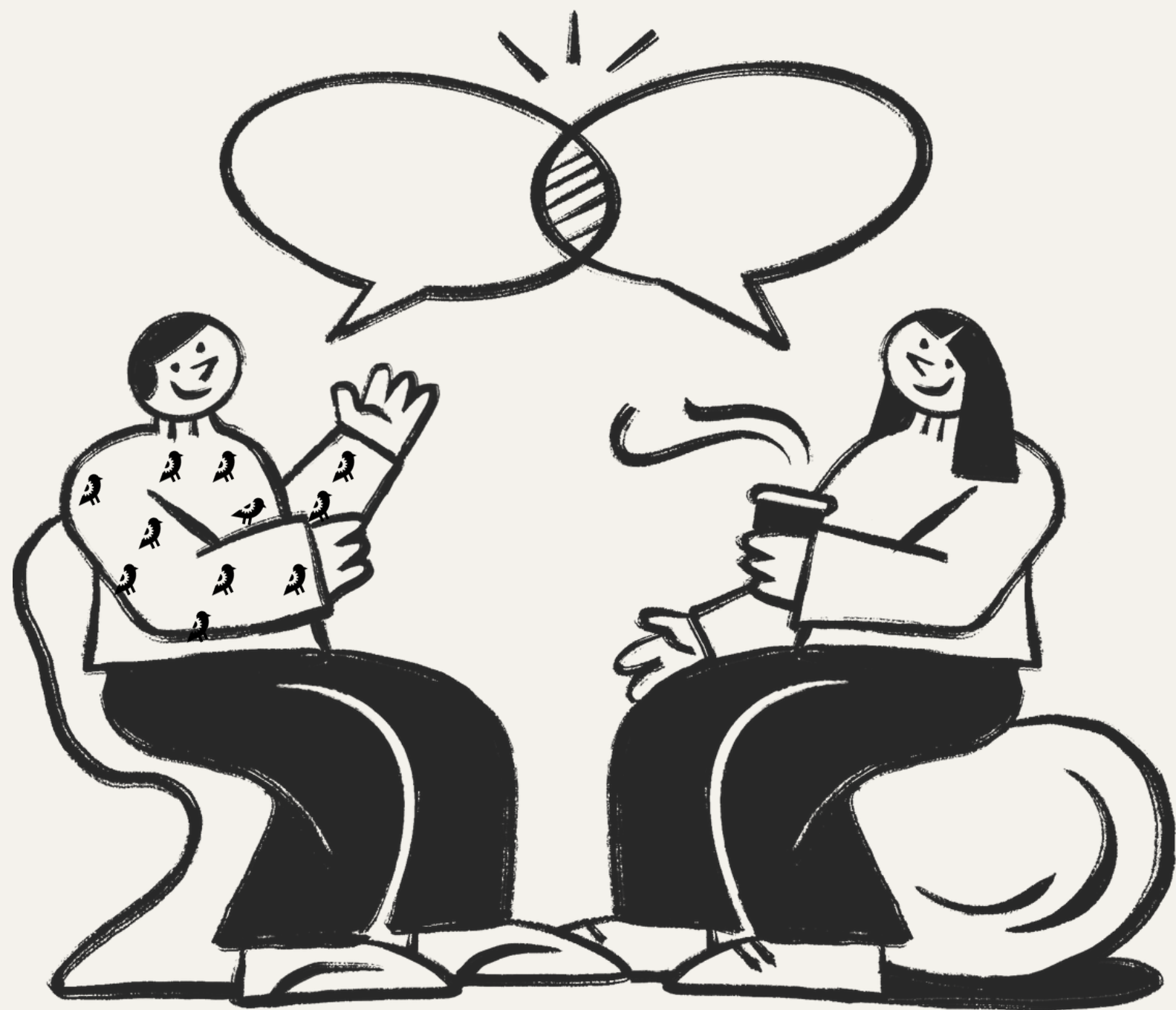
- 5 patrols per day, including 2 daily door checks.
- Best for businesses with higher security concerns or located in impacted areas.
- Cost: \$XX/month.

### All Tiers Include:

- Daily security reports.
- On-call security assistance during designated hours.
- Incident reporting and security escort services.
- Identification and reporting of preventative property recommendations (see CPTED).



## BENEFITS TO MEMBERS



### Increased Security Presence:

Regular patrols create a strong deterrent to crime, protecting properties and creating a safer environment.

### Customized Services:

Tailored patrol schedules based on member preferences and district needs.

### Reduced Crime:

Active security presence will help reduce instances of theft, vandalism, and trespassing.

### Community Confidence:

A safer EBURD will attract more customers, residents, and new businesses, creating a positive feedback loop for the local economy.

### Cost-Effective:

By pooling resources, businesses can access professional security services at a fraction of the cost of hiring individual guards or agencies.

## HOW WE WILL MEASURE SUCCESS



### DATA COLLECTION

Sundown Security will provide daily patrol reports, including details of incidents, patrol frequency, and guard performance.



### KEY METRICS

- Reduction in crime and safety incidents in the EBURD.
- Member satisfaction and feedback from businesses and property owners.
- Number of businesses enrolled in the program by the end of the 3-month pilot.



### PROGRESS REPORT

- After 3 months, BIRD and Sundown will deliver a comprehensive report to the City Council, EBURD board, and participating members.
  - The report will highlight the program's effectiveness, including crime reduction statistics and feedback from participants.

# LONG-TERM VISION

## Self-Sustaining Model:

As more businesses join the membership program, the costs will shift from BIRD funding to member contributions, making the program self-sustaining.

## Continued Partnership with Sundown:

As the program grows, additional patrol services can be added, including increased patrol frequency and advanced security measures (e.g., surveillance systems, increased on-call support).

## Ongoing Expansion:

Over time, expand the security program to cover more areas of the EBURD and potentially surrounding districts.



# EBURD Security Pilot Program

## TIMELINE

### MONTH 1:

- Launch the pilot funded by BIRD.
- Begin outreach to additional businesses in EBURD.



### MONTH 2:

- Initial report on security improvements.
- Continue business outreach



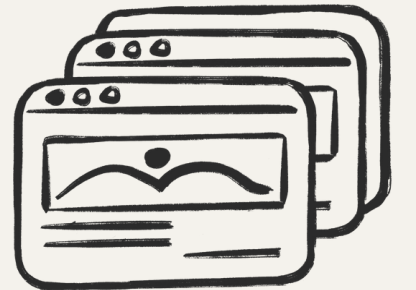
### MONTH 3:

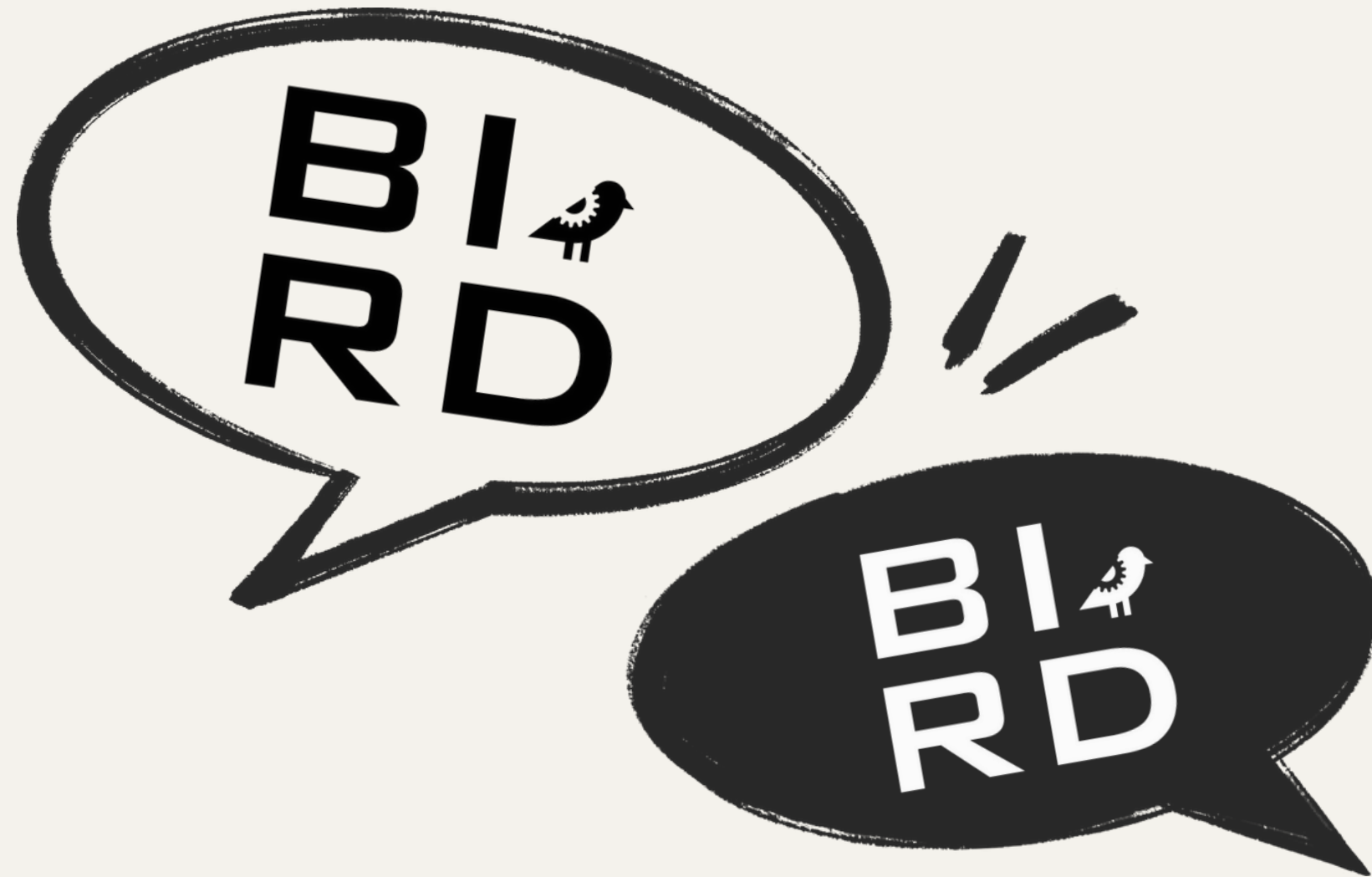
- Review and adjust patrol schedules based on early feedback.
- Present progress report to City Council and BIRD board.



### MONTH 4+:

- Transition to member-funded security services.
- Continue expanding membership and security coverage.





## CALL TO ACTION

### For Current Members:

- Provide feedback to help us fine-tune the security services during the pilot phase.

### For Potential Members:

- Join the security program to protect your property, support community safety, and help build a safer EBURD.

### For the City Council & BIRD Board:

- Continue supporting this initiative to ensure it becomes a self-sustaining solution that enhances the quality of life and economic development in the EBURD.



THANK YOU FOR  
LISTENING!

BIRD

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Financial Assistance for Babcock Theatre  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

I recommend Council grant up to \$300,000 in tax increment financing for repairs to the Babcock Theater.

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

**Babcock Theater** - The city signed a 15-year lease with the Art House Management LLC, a nonprofit limited liability Co. for the Babcock Theater in 2018. The lease may be extended 15 years through three, five year extensions. Section 6 Funding of Repairs and Renovations - City shall not be required to make any improvements, replacements of any kind or character to the leased premises except as provided below... City shall provide Lessee funds as approved through the budget process by the Mayor and Council for improvements to the premises. Lessee shall make recommendations to the City regarding improvements, however, City shall make final determination and approval of improvements." The city is not obligated under the lease to maintain the Babcock, however the partnership that was created in 2018 to secure the theater anticipated both private and public investments to bring the property into a functional state of repair.

In 2017 an Ad Hoc committee was created to review and make recommendations to Council regarding the Babcock Theater. A January 22, 2018 memo to Council recommends Council approve the Art House Cinema & Pub proposal and to negotiate a lease. Under the Financial Impact section of the memo, the following was stated. The Council approved \$500,000 in the FY 2018 budget for the capital replacement/improvements and discussed budgeting the same amount in FY 2019 for the Babcock. No money was appropriated in the FY 2019 budget for the Babcock.

John Caterino, Facilities Manager has been working with the Babcock to assess the facility's condition and offers the following: There are a substantial number of rehabilitation and repairs that are needed at the Babcock Theater. The major and immediate items that have been identified by City Staff are the following:

- Sidewalk vault repairs -- this project was completed by Art House with the aid of a Historic Preservation Grant.
- Exterior marquee rehabilitation -- estimated repair costs at \$250,000
- Boiler stack masonry repairs -- estimated repair costs at \$30,000
- Projection booth repair -- estimated engineering service costs TBD

Visible deterioration, water infiltration, and drainage issues of the marquee give cause for concern about the overall integrity of the structure. Thus, City Facilities Division secured services from Cushing Terrell in December 2023 to conduct a condition audit and provide a written report summarizing findings and providing repair methodology. The report recommends various degrees of repair, from general maintenance to replacement of components and systems as most of the components are in fair to poor condition. For more detailed information on the marquee or to see the engineers report, reference item 3 from the March 18, 2024 Council work session. Estimated cost to repair is \$250,000.

The original steam boiler exhaust stack is experiencing masonry bond failure, brick deterioration, and delamination of cementitious coating. To avoid further degradation and to ensure historic integrity of the element, Staff recommends repair by method of tuckpointing all good and serviceable mortar beds, replacement of failed masonry and mortar, and skim coat application. Estimated cost to repair is \$30,000.

Babcock Theater had a projection booth added at some point in time after the building was constructed. It is still in use today to house the motion picture projector equipment which projects the movie onto the screen. The projection booth element is pulling away from the building and if not repaired it could cause a larger structural failure. No measurement tools have been placed on the element to observe the amount of movement but if left unaddressed it could become a liability. Since City staff is unaware of any drawings of the projection booth it is difficult to pinpoint the type of structural failure or the repair methodology. Therefore, Staff recommends securing a licensed professional structural engineer to perform an analysis. Estimated engineering cost is \$4,000.

Therefore, with all of the above information in mind and the information included in the enclosed power-point presentation from the Art House, we need to decide how to move forward. We believe \$300,000 is needed in addition to the \$299,891 Art House has secured for the sidewalk vault, stairs support/mop closet projects.

As requested by the Council during their October work session, we discussed the impact of using the revolving loan fund to help pay for these improvements. Because there are several more critical projects to be considered in upcoming years, staff and the Art House see a loan as making it more difficult to fund raise for future projects.

The final attachment is a letter from the Downtown Partnership Board recommending against using TIF dollars to fund capital projects for these city assets.

#### **ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

#### **FISCAL EFFECTS**

Babcock Theater - \$300,000 is recommended by staff to renovate the Marquee, repair the brick boiler stack/chimney and to investigate the projection booth repair. The cash flow projection spreadsheet is attached and anticipates positive year-end balances going forward.

\* A TIF reimbursement agreement totaling over \$600,000 for the Stone building project is no longer a liability for the TIF budget. This grant has been revoked because the project did not meet its timelines in spite of two extensions.

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#### **Attachments**

Downtown TIF Cash Flow  
Babcock Art House Presentation  
Babcock Lease Agreement

**DT TIF**  
**FY25 Cash Forecast**  
**as of 10.28.24**

| OPEN PO                                                          | FY25 BUDGE       | Estimated                                            | FY25 Updated     |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
|------------------------------------------------------------------|------------------|------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|                                                                  |                  | Cash flow<br>for Jul-Oct<br>FY25 - As of<br>10.28.24 | 10.28.24         | FY26             | FY27             | FY28             | FY29             | FY30             | FY31             | FY32             | FY33             | FY34             | FY35             |
| <b>Beginning Cash Balance</b>                                    | <b>672,745</b>   |                                                      | <b>933,485</b>   | <b>1,807,817</b> | <b>2,120,470</b> | <b>1,682,877</b> | <b>1,445,004</b> | <b>1,218,614</b> | <b>979,312</b>   | <b>852,374</b>   | <b>2,108,113</b> | <b>3,338,868</b> | <b>4,567,834</b> |
| <b>Revenues:</b>                                                 |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Tax Revenue EXPECTED                                             | 2,435,229        | 152,526                                              | 2,282,703        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        |
| Interest                                                         | 5,400            | 11,689                                               | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           |
| Entitlements                                                     | 330,801          | -                                                    | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          |
| Bonding Two Way Conversion                                       | 4,035,000        | 4,173,225                                            | 4,173,225        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Bonding 25th Street Bridge                                       |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Tax Revenue Rockman Project                                      |                  |                                                      |                  | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          |
| Tax Revenue Old Town Flats                                       |                  |                                                      |                  | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          |
| <b>Estimated Total Revenue</b>                                   | <b>6,806,430</b> |                                                      | <b>6,798,418</b> | <b>2,895,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> |
| <b>Operating Expenditures</b>                                    |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Debt Service (Empire Garage, 2-Way Conv. #1)                     | 1,249,550        | 1,249,550                                            | 1,249,550        | 1,248,368        | 1,272,255        | 1,270,835        | 1,297,300        | 1,297,800        | 1,321,650        | 1,321,700        | 1,344,800        | 1,344,650        | 1,342,300        |
| <b>25-000035</b> DBP Operating Agreement                         | 316,607          | 79,152                                               | 237,455          | 326,105          | 335,888          | 345,965          | 356,344          | 367,034          | 378,045          | 378,045          | 378,045          | 378,045          | 378,045          |
| Cost Allocation - Planning                                       | 26,893           | 13,447                                               | 13,447           | 13,850           | 14,265           | 14,693           | 15,134           | 15,588           | 16,056           | 16,537           | 17,034           | 17,545           | 18,071           |
| Cost Allocation - CA Plan                                        | 46,803           | 12,522                                               | 37,563           | 38,690           | 39,851           | 41,046           | 42,277           | 43,546           | 44,852           | 46,198           | 47,584           | 49,011           | 50,482           |
| Downtown Cooperative Safety                                      | 62,500           | -                                                    | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           |
| Transfer to Parking                                              | 100,000          | 100,000                                              | -                | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,001          | 100,002          | 100,003          |
| <b>Total Oper EXP</b>                                            | <b>1,802,353</b> |                                                      | <b>1,600,515</b> | <b>1,789,513</b> | <b>1,824,759</b> | <b>1,835,039</b> | <b>1,873,556</b> | <b>1,886,468</b> | <b>1,923,103</b> | <b>1,924,981</b> | <b>1,949,964</b> | <b>1,951,753</b> | <b>1,951,401</b> |
| <b>Prior Year Development Incentives Approved</b>                |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Rockman                                                          |                  |                                                      |                  |                  | 1,000,000        | 1,000,000        | 1,000,000        | 1,000,000        | 1,000,000        |                  |                  |                  |                  |
| Babcock Theatre                                                  | -                |                                                      | 300,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Depot                                                            | -                |                                                      | 75,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>23-000881</b> Kibler & Kirch PO 23-000881                     | 79,940           | -                                                    | 79,940           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>22-000031</b> Sign Program 2022 PO 22-000031                  | 874              | -                                                    | 874              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>25-000137</b> Sign Program FY25                               | 30,000           | -                                                    | 30,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Holiday Parking                                                  | 39,542           | -                                                    | 39,542           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>22-000030</b> CPTED Program 2022 PO 22-000030                 | 11,030           | -                                                    | 11,030           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>No PO Yet</b> CPTED Program FY25                              | 30,000           | -                                                    | 30,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000425</b> M/Shanks LLC PO 24-000425 - PAID                | 110,200          | 110,200                                              | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000806</b> Skypoint Phase II - OS PO's                     | 40,000           | 40,000                                               | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000200</b> Skypoint Panels - OS Pos                        | 24,402           | 24,402                                               | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Montana Rescue Mission                                           | -                | -                                                    | -                | 210,000          | 210,000          |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>I25-004784</b> Battle of the Plans                            | 75,000           | 75,000                                               | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Misc Projects                                                    | 300,000          | -                                                    | 300,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Old Town Flats                                                   | 0                |                                                      | -                | 384,553          | 384,553          | 384,553          | 384,553          | 384,553          | 384,553          |                  |                  |                  |                  |
| <b>No PO Yet</b> Lincoln Apartments                              | 50,000           | -                                                    | 50,000           | 50,000           | 50,000           | 50,000           |                  |                  |                  |                  |                  |                  |                  |
| Old Billings Hardware                                            | 0                |                                                      | -                | 149,000          | 149,000          | 149,000          | 149,000          | 149,000          |                  |                  |                  |                  |                  |
| <b>23-000354</b> CIP 2 way conversion (Design) PO 23-000354      | 17,546           |                                                      | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000871</b> CIP 2 way conversion Construction               | 2,899,235        |                                                      | 2,870,242        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>23-000354</b> CIP 2 way conversion Construction Admin         | 440,000          | 717,834                                              | 399,705          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| CIP 2 way conversion Construction PW Engineering E               | 100,000          |                                                      | 100,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>23-000433</b> CIP 5th Avenue Corridor PO 23- 000433 / WO 2309 | 17,296           | 9,051                                                | 8,245            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Total Approved Incentives</b>                                 | <b>4,265,065</b> |                                                      | <b>4,294,578</b> | <b>793,553</b>   | <b>1,793,553</b> | <b>1,583,553</b> | <b>1,533,553</b> | <b>1,533,553</b> | <b>1,384,553</b> | -                | -                | -                | -                |
| <b>24-000872</b> Retainage not paid yet - As of 10.28.24         | 35,877           |                                                      | 28,992           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Estimated Available Cash For Projects</b>                     | <b>1,411,756</b> | -                                                    | <b>1,807,817</b> | <b>2,120,470</b> | <b>1,682,877</b> | <b>1,445,004</b> | <b>1,218,614</b> | <b>979,312</b>   | <b>852,374</b>   | <b>2,108,113</b> | <b>3,338,868</b> | <b>4,567,834</b> | <b>5,797,152</b> |

# Revitalizing the Babcock Theatre: A Partnership for the Future



Investments and the Need for Additional Funding  
October 2024

CASEY DONAHEW



**Art House has been working in partnership with the City of Billings to preserve and revitalize the theatre for future generations.**

**This presentation outlines the updates made and the remaining funding needs.**

# Timeline of Key Events

**Sept 2018:** Initial Walkthrough and Identification of Key Issues

**Nov 2023:** Meeting with Babcock Committee to Discuss Work

**Mar 2024:** Presentation to City Council & Request for Funds

**Aug 2024:** Request Through TIF to City Council, Postponed for further discussion

CASEY DONAHEW



Revitalizing the Babcock Theatre:

# Completed and In-progress work



As of October 16th, 2024

## Babcock Building Updates: Completed and In-progress

### INITIAL ASSESSMENT AND TOP PRIORITIES

These projects were to evaluate all areas of improvement and then to address immediate safety concerns

#### Architecture/Engineer Review

Art House Funds: \$5,000

Status: Complete

#### Mop Closet/Stairs Support

Art House Funds: \$26,000

Status: Complete

#### Sidewalk Vault Project

Art House Funds: \$268,891

Status: In-progress

**Babcock Building Updates: Completed and In-progress**

# **Sidewalk/Vault Project Cost Increases**

**Original Estimate**

**Date: Fall 2021**

**\$184,000**

**Final Cost**

**Date: Spring 2024**

**\$268,891**

**CASEY DONAHEW**

# Babcock Building Updates: Completed and In-progress



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# Sidewalk



## Babcock Building Updates: Completed and In-progress

Total Art House contribution for these projects:

**\$299,891**

Our funding is tied up in keeping the Babcock safe and operational, leaving no room to fulfill our mission of enriching Billings with film, art and culture. Without support, our ability to offer meaningful programs is at risk.



Revitalizing the Babcock Theatre:  
**Projects awaiting funding**



As of October 16th, 2024

## Babcock Building Updates: Projects awaiting funding

### **SAFETY CONCERNS**

These projects are of critical importance and are liabilities.

**Balcony Safety/Railing**  
Estimated Cost: \$50,000

**Brick Stack Demo/Rebuild**  
Estimated Cost: \$30,000

**TOTAL FUNDS NEEDED:**

**\$80,000**

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## Babcock Building Updates: Projects awaiting funding

### REVITALIZATION

These projects are of critical importance and are meant to revitalize an aging marquee.

#### Marquee

|                            |          |
|----------------------------|----------|
| Steel Cabling Repairs:     | \$4,000  |
| Roof Abatement:            | \$5,500  |
| Roof Replacement:          | \$35,000 |
| Interior Paneling:         | \$15,000 |
| Electrical Components:     | \$30,000 |
| Soffit Repair:             | \$2,500  |
| Lead Paint Analysis:       | \$1,500  |
| 25% Inflation (Estimated): | \$23,375 |

#### TOTAL FUNDS NEEDED:

**\$116,875**

## Babcock Building Updates: Projects awaiting funding

### REVITALIZATION

These projects are meant to revitalize an aging marquee and aid in day-to-day operation as well as improve safety of staff.

### Marquee (Ancillary Needs)

|                        |          |
|------------------------|----------|
| *Marquee Letters:      | \$10,000 |
| *Lift for Maintenance: | \$15,000 |

### TOTAL FUNDS NEEDED:

**\$25,000**

**Art House will independently  
fundraise for this.**

## Babcock Building Updates: Projects awaiting funding

### ENHANCING EFFICIENCY AND IMPROVING LIFE SAFETY

These projects are to increase the efficiency and safety of the building

#### Entry Doors

Estimated Cost: \$50,000

#### Alley Exit Doors

Estimated Cost: \$20,000

#### Outside Entry Floor

Estimated Cost: \$10,000

**TOTAL FUNDS NEEDED:**

**\$80,000**

## Babcock Building Updates: Projects awaiting funding

### **SAFETY:**

**Balcony Safety/Railing**  
Estimated Cost: \$50,000

**Brick Stack Demo/Rebuild**  
Estimated Cost: \$30,000

### **REVITALIZATION:**

**Marquee Repair**  
Estimated Cost: \$116,875

### **EFFICIENCY/SAFETY**

**Entry Doors**  
Estimated Cost: \$50,000

**Alley Exit Doors**  
Estimated Cost: \$20,000

**Outside Entry Floors**  
Estimated Cost: \$10,000

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**TOTAL FUNDS NEEDED:**  
**\$80,000**

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**TOTAL FUNDS NEEDED:**  
**\$116,875**

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**TOTAL FUNDS NEEDED:**  
**\$80,000**

## Babcock Building Updates: Projects awaiting funding

**TOTAL FUNDS NEEDED:**

**\$276,875**

We've already redirected critical funds to cover essential repairs that weren't originally funded. Now, with the next phase of projects looming, we simply can't move forward without additional financial support.

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# Funding Sources

## Current Funding:

- **MT Historic Preservation Grant:**  
Stage Door, Sidewalk, Entry Floor, Marquee
- **Member and Community Donations**

## Potential Funding:

- **City Funds:** What can be allocated annually?

# Funding Sources

**MT Historic Preservation Grant: \$236,000**

Minimum of \$5,000 must be spent on all four projects to satisfy the grant

**Exterior Doors**

Funds Spent:  
\$5,000

**Sidewalk**

Funds Spent:  
\$268,891

**Floor**

Funds Spent:  
\$0

**Marquee**

Funds Spent:  
\$0

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# Additional Projects not Estimated

## SAFETY CONCERNS

City of Billings Facility Manager recommends projection booth repair in order to not cause a larger structural failure. If left unaddressed it could become a liability.

**Engineering Analysis**  
Estimated Cost: \$4,000

**Projection Booth Repair**  
Estimated Cost: TBD

**TOTAL FUNDS NEEDED:**

**TBD**

# TIF Funds Proposal

Developed in partnership with the DBA in response to the work completed by Art House and remaining need. - Oct 16th, 2024

| Eligible Expense                 | MT Historical Preservation Grant | Art House Billings Match | Tax Increment Financing | Eligibility - MCA 7-15-4288 | Project Total       |
|----------------------------------|----------------------------------|--------------------------|-------------------------|-----------------------------|---------------------|
| Vaulted Sidewalks                | \$146,000.00                     | \$38,000.00              | \$84,891.00             | MCA 7-15-4288               | \$268,891.00        |
| Marquee Structural Repairs       | \$40,000.00                      | \$10,000.00              | \$43,500.00             | MCA 7-15-4288               | \$93,500.00         |
| Brick Boiler Stack/Chimney       |                                  |                          | \$30,000.00             | MCA 7-15-4288               | \$30,000.00         |
| Balcony Safety Railings          |                                  |                          | \$50,000.00             | MCA 7-15-4288               | \$50,000.00         |
| Exterior Doors/Storefront/Floors | \$40,500.00                      | \$11,000.00              | \$0                     | MCA 7-15-4288               | \$51,500.00         |
| Stair Support/Plumbing Leak      |                                  |                          | \$26,000.00             | MCA 7-15-4288               | \$26,000.00         |
| Professional Services/Permits    | \$9,500.00                       | \$6,000.00               |                         | MCA 7-15-4233               | \$15,500.00         |
| Subtotal                         | \$236,000.00                     | \$65,000.00              | \$234,391.00            |                             | \$535,391.00        |
| Contingency (25%)                |                                  |                          | \$66,625.00             |                             |                     |
| <b>Total Project Allocation</b>  | <b>\$236,000.00</b>              | <b>\$65,000.00</b>       | <b>\$301,016.00</b>     |                             | <b>\$535,391.00</b> |

**Art House and the City's partnership is key to ensuring the sustained success of the Babcock Theatre and the overall vitality of Downtown Billings.**

**Art House has contributed significant funds and effort to restore the Babcock Theatre and we are asking the City to allocate additional funds to complete the remaining repairs and preserve this historic site.**

CASEY DONAHEW



City of Billings

## BABCOCK THEATER LEASE AGREEMENT

THIS BABCOCK THEATER LEASE AGREEMENT (this "Lease" or this "Agreement") is made effective the 1<sup>st</sup> day of November 2018, by and between THE CITY OF BILLINGS, MONTANA of 210 N. 27<sup>th</sup> Street, Billings, MT 59101 ("City"), and ART HOUSE MANAGEMENT LLC, A MONTANA NONPROFIT LIMITED LIABILITY COMPANY, of 109 North 30<sup>th</sup> Street, Billings, MT 59101 ("Lessee").

### WITNESSETH

#### 1. Description of Leased Premises and Uses.

Effective November 1, 2018, City leases to Lessee and Lessee leases from City, for the purpose of establishing and operating a performing arts center dedicated to the presentation and development of all of the performing arts for the benefit of the public, certain land, improvements, structures, and appurtenances more particularly described as follows (the "premises"):

Real property commonly known as the Babcock Theatre, located at 2810 ½ 2nd Avenue North, in Billings, Montana, more accurately described as:

Unit 1A together with an undivided 41 percent interest in the general common elements and limited common, if any, elements of HISTORIC BABCOCK BUILDING, Billings Original Townsite, a condominium project located on all of Lots 7-12 and a fractional portion of Lot 6 all in Block 93, according to the official plat on file in the Yellowstone County, Montana, Clerk and Recorder under Document No. 16312, as the unit boundaries and general and limited common elements are established, defined and identified in the Declaration of Unit Ownership for the Historic Babcock Building recorded June 25, 2010, under document No. 3553865, and the First Amendment to Declaration of Unit Ownership for Historic Babcock Building recorded on May 29, 2018, under Document No. 3850322, in the Yellowstone County, Montana Clerk and Recorder office.

As used herein, the "premises" refers to the portion of building, and any and all improvements located, constructed or established upon the property described above, whether made prior to the commencement of the term of this Lease, during the term of this Lease, or during the renewal term thereof.

Lessee understands that the premises includes: the theater area including main level, balcony, second floor concession areas and green room. The use of the Arcade Area shall be in accordance with the Historic Babcock Property Owner's Association's (HBPOA) Condo Bylaws and any amendments made to Bylaws thereafter, which are attached to this Lease Agreement as Attachment A.



City of Billings

**2. Term and Possession of Premises.**

Upon execution of this lease, the term of this lease shall be fifteen (15) years, with options to renew pursuant to Paragraph 27 of this Agreement. Notwithstanding the foregoing sentence, City and Lessee acknowledge that Lessee has been operating the Premises since August 1, 2018. It is understood that Lessee is responsible for all expenses related to the Babcock Theatre, and also retains net revenues for said property.

City acknowledges and agrees that (a) alcoholic beverages may be sold at the premises from time to time, (b) Cine Billings, a Montana nonprofit corporation doing business as Art House ("Art House"), is the sole member of Lessee, and (c) Art House owns a nonprofit arts on-premises beer and wine license and Lessee is authorized to sublease the premises to Art House solely for the purpose of alcoholic beverage sales, provided that Art House first completes the insurance requirements of Paragraph 16 of this Lease.

**3. Rent.**

The City recognizes the value to the City of Billings and its citizens of the development, continued use, and improvement of the premises as a performing arts center. In consideration of the above and the covenants and conditions of this Lease Agreement, Lessee agrees to pay the City rent for the premises in the amount of \$1.00 each year, payable on the date of this Lease Agreement and yearly on the anniversary of that date, for the full term of this Lease.

**4. Signage.**

Lessee shall have the right, at its expense, to select, install and maintain any signage so long as it fits within the original design and historic intent of the Premises and any HBPOA rules and/or policies, as well as in accordance with State or City of Billings ordinances.

**5. Covenants of Use.**

Lessee covenants and agrees to use the premises for general theater use to include, but not be limited to, movies, concerts, non-profit events, musical concerts, public speaking events and other special events mimicking the spirit of the previously listed activities. Intended use is outlined in the Proposal (Attachment B).

**6. Funding of Repairs and Renovations.**

City shall not be required to make any improvements, replacements of any kind or character to the leased premises except as provided below. Lessee shall not be obligated to make any renovations or improvements to the premises which are not authorized by the City and the HBPOA and mutually agreed to by Lessee.



## City of Billings

City shall provide Lessee funds as approved through the budget process by the Mayor and Council for improvements to the premises. Lessee shall make recommendations to City regarding improvements, however, City shall make final determination and approval of improvements.

Normal repairs within the Theater which do not exceed \$9,999.99, within the calendar year, in the aggregate, will be undertaken by the Lessee as soon after discovery as can reasonably be arranged. Competition for the procurement of goods and services shall be competed through the normal City process for improvements/repairs/equipment which exceed \$9,999.99. Any single expenditure exceeding \$79,999.99 must receive prior approval from the City Council. The time or date when such renovations and improvements shall be made and shall be coordinated with the City, the Lessee and the HBPOA. Lessee shall provide City with such reasonable information as Lessee has developed concerning such renovations and improvements as may be requested by City.

The Parties have created and will maintain a committee of at least five (5) interested parties as an advisory group known as the "Babcock Improvements Committee," who shall meet as needed, but at least annually, to review and approve all repairs and improvements to the Theater. To the extent possible, the Parties and Committee shall identify the desired projects for each year. The Parties acknowledge that such priorities may change on an as-needed basis.

The City's purchasing procedures shall not apply to any renovations and improvements made by Lessee at their own expense, without payment or reimbursement by the City; however, all renovations and improvements of \$500 or more shall be approved by the Babcock Improvements Committee and through the normal donation acceptance process by the City Council.

All renovations and improvements made by Lessee shall conform to applicable codes, ordinances, laws and regulations of the City of Billings and any other governmental authority or agency, and in accordance with HBPOA bylaws, and shall be owned solely by the City and remain with the property.

### **7. Warranties of Title and Quiet Possession.**

City covenants that City has a right to occupy the premises and has the full right to make this Lease and that Lessee shall have quiet possession of the premises during the term hereof.

### **8. Use Prohibited.**

Lessee shall not use, or permit the demised premises, or any part thereof, to be used, for any unlawful or illegal purpose or purposes that violate Federal, State or City of Billings ordinances or resolutions.



City of Billings

**9. HBPOA Non-Compete Clause.**

No uses shall be allowed that are in direct competition with the existing businesses of the Babcock Building, as a main source of income by the Lessee. For purposes of clarification, the sale of alcoholic beverages and concessions and occasional displays of works of art shall not be considered direct competition with existing businesses of the Babcock Building.

**10. Waste and Nuisance Prohibited.**

During the term of this Lease, Lessee shall comply with all applicable laws affecting the premises, the breach of which might result in any penalty to City or forfeiture of City's title to the premises. Lessee shall not commit or suffer to be committed any waste on the premises, or any nuisance.

**11. Abandonment of Premises.**

Lessee shall not vacate or abandon the demised premises at any time during the term hereof. If Lessee shall abandon, vacate, or surrender the demised premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the demised premises shall, at the option of the City, be deemed to be abandoned unless appropriate arrangements for removal have been agreed to by City and Lessee.

**12. Notices.**

All notices, demands or other writings in this Lease provided to be given or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To City:                   The City of Billings  
                                  ATTN: City Administrator  
                                  210 North 27th Street  
                                  Billings, MT 59101

To Lessee:                 Art House Management LLC  
                                  ATTN: Matt Blakeslee  
                                  109 North 30<sup>th</sup> Street  
                                  Billings, MT 59101

With copy to:             City Attorney's Office  
                                  P.O. Box 1178  
                                  Billings, MT 59103-1178



City of Billings

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

**13. Taxes and Assessments.**

- a) From and after November 1, 2018, it is agreed that the premises shall be subject to, and Lessee shall pay and discharge as they become due, such taxes, assessments, rates, charges, license fees, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, only to the extent such charges are imposed on other buildings owned by City.
- b) From and after November 1, 2018, it is agreed that the premises shall be subject to, and Lessee shall pay and discharge as they fall due during the term of this Lease, such special assessments, levies or charges, made by any municipal or political subdivision for local improvements only to the extent that such charges are imposed on other buildings owned by City.
- c) The City shall render payment for all items above and provide invoice(s) to Lessee for payment of such within 30 days of invoice date.

**14. Utilities.**

Effective November 1, 2018, Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, pro-rata share of HBPOA common expenses, and other public utilities of every kind furnished to the demised premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the demised premises and all activities conducted thereon, and City shall have no responsibility of any kind for any thereof.

The City shall render payment for all separately metered utilities and those assessed by the HBPOA and provide invoice(s) to Lessee for payment of such within 30 days of invoice date.

**15. Fees.**

Lessee shall solely be responsible for obtaining and paying for any and necessary licenses and/or royalties required by law. Lessee solely shall be responsible for making any necessary payments to any union, guild or artists associations. The City assumes no responsibility for these fees. Lessee represents and warrants to the City that nothing contained in the performances, the merchandizing or anything else connected with the Lessee's performance pursuant to this Agreement shall violate or infringe on any patent, copyright, trademark, right of privacy or other statutory or common law right of any person, firm, corporation or other entity. Lessee warrants



City of Billings

that it shall obtain all licenses necessary in connection with the performances and/or sale of merchandise and agrees to supply copies thereof to the City (if requested) not less than five (5) days prior to the event date. The Lessee warrants that it has paid or will pay when due all necessary royalties due or license fees due Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), the Society of European State Authors and Composers (SEASAC), and any other similar organization.

**16. Insurance.**

- a) Insurance Coverage of Demised Premises. Except as otherwise provided herein, Lessee shall at all times during the full term of this Lease and at Lessee's sole expense insure the demised premises with fire and extended coverage insurance in an amount equal to the replacement cost of the demised premises (which City and Lessee agree is presently \$845,000.00) with loss payable to City, Lessee, and the holder of any mortgage as their interests. City agrees that the premises may be so insured under any such insurance policy maintained by or in the name of the City, but the applicable portion of any premium paid by the City which relates to the premises shall be paid by the Lessee within thirty (30) days after notice to Lessee that City has made such payment. The City reserves the right to increase the minimum limits of coverage during the term of the agreement. The Responder shall provide a certificate of insurance in force and providing City shall be notified at least thirty (30) days before any cancellation or termination of said policy.
  
- b) Liability Insurance. Lessee shall maintain in effect throughout the term of this Lease liability insurance covering the demised premises, appurtenances, sidewalks, and parking lots (if applicable) abutting thereon in the minimum amount of Two Million Dollars, (\$2,000,000.00), combined single limits of liability for each occurrence for bodily injury or property damage regardless of the number of persons or organizations who sustain bodily injury or property damage or the number of claims made, or suits brought, on account of bodily injury or property damage.

Such insurance shall specifically insure Lessee against all liability assumed by them hereunder, as well as liability imposed by law and shall insure both City and Lessee. City and HBPOA shall be endorsed on any policies as a primary, additional named insured.

In addition, said policy or policies shall contain a provision that no cancellation thereof shall be effective by the insurer without thirty (30) days written notice to the City.

Lessee agrees that the premises may be so insured under any such insurance policy maintained by the City, but the applicable portion of any premium paid by the City which relates to the premises shall be paid by the Lessee within thirty (30) days after notice to Lessee that City has made such payment.



## City of Billings

Unless the above insurance coverages are provided under policies maintained by the City, at least twenty (20) days prior to the date of expiration of any of the insurance policies above mentioned, the Lessee shall deliver to the City a certificate of renewal of such policy indicating payment of the premiums therefore. All insurance policies carried by either party covering the property or the demised leased premises shall expressly waive any right, including subrogation, on the part of either party against the other. All policies shall require the insurance companies to notify the City in writing prior to any cancellation of the insurance.

- c) Lessee shall maintain in effect throughout the term of this Lease Liquor liability insurance in the minimum limit of \$1,000,000 each occurrence, naming the City as an additional insured.
- d) The City shall pay for and maintain property insurance and provide invoice(s) to Lessee for payment of such within 30 days of invoice date.

### **17. Indemnification of City and Lessee.**

Lessee agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all claims, demands, losses, damages, liabilities, judgments, litigation costs and expenses including reasonable attorney fees occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission by Lessee or its agents, subcontractors or employees.

City agrees to indemnify, defend and save Lessee, its agents, subcontractors and employees harmless from any and all claims, demands, losses, damages, liabilities, judgments, litigation costs and expenses including reasonable attorney fees occasioned by, growing out of or in any way arising or resulting from any intentional or negligent act or omission by City, its agents or employees.

### **18. Default.**

In the event Lessee shall be in default of any covenant, agreement or condition provided for in this Agreement, or abandon or vacate the demised premises, or become a voluntary or involuntary bankrupt, or make an assignment for the benefit of creditors, or, in the event of a receiver or trustee being appointed for Lessee, then upon the occurrence of any one or more of such defaults, and after Lessee has been given notice by certified mail of such default, Lessee shall have thirty (30) days from the mailing of such notice within which to correct such default or defaults, and if no such corrections are made, City, in addition to any other rights or remedies it may have shall have the immediate right of re-entry and may remove all persons and property from the premises and may terminate this Lease, or at the option of the City, the City may proceed against the Lessee for all rentals to accrue under this Lease, or extension thereof. Either party may seek any legal or equitable remedy.



City of Billings

**19. Waiver.**

The failure of City to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that City may have regarding that specific instance only, and shall not be deemed a waiver of (1) City's right to insist on strict performance of the same or any other of the terms and conditions of this Agreement at any time subsequent thereto or (2) City's rights or remedies for any other subsequent breach or default in any terms or conditions.

**20. Mortgages.**

With the exception of the hiring of contractors who may have the right to record a notice of right to claim lien or a construction lien, Lessee shall have no right to place mortgages or have liens placed on the premises in connection with any renovations or improvement, without the written approval of City. Lessee shall promptly pay any such contractors. City shall have no right to place mortgages or have liens placed on the premises without the written approval of Lessee.

**21. Repairs and Destruction of Improvements.**

- a) Maintenance of Improvements. Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to City, keep and maintain the demised premises and all appurtenances thereto, including sidewalks, and parking lots adjacent thereto, in good, sanitary, and neat order, condition and repair, and shall, subject to the conditions described in subparagraph (b) below, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever, to the demised premises or any building, or improvements thereon except to the extent that insurance proceeds are available in accordance with subparagraph (b) below. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the demised premises, the improvements thereon or any activity or condition on or in such premises.
- b) Damage and Destruction of Improvements. Except as stated herein, the damage, destruction or partial destruction of any part of the premises shall not release Lessee or City from any obligation hereunder. If insurance is maintained in the name of City pursuant to paragraph 15(a), it is agreed that any proceeds covering damage or destruction of the premises shall be made available to Lessee for such repair or restoration. If the premises are partially damaged but remain usable for their intended purpose with little or no interruption to Lessee for repairs, Lessee shall use all available insurance proceeds to, so far as such proceeds allow, promptly repair and restore the same. If the premises are substantially damaged or destroyed and thereby rendered completely unusable for their intended purpose, or their repair or reconstruction would



City of Billings

substantially interrupt the operations of Lessee, the parties shall mutually agree on how insurance proceeds resulting from the loss shall be used for the repair, rebuilding, new construction, and/or relocation of a performing arts center or facilities supportive of a performing arts center.

**22. Right to Sublease.**

Lessee shall not have the right to sublease or assign the demised premises in whole or in part except as allowed by Paragraph 2 or upon the express written consent of the City. Nothing in this paragraph shall limit or restrict Lessee's ability to rent, license, let, or otherwise contract the premises in whole or in part for short-term use by performance groups and other users in a manner typical of a theater or performing arts center.

**23. Surrender.**

Upon the expiration or other termination of this Lease and any renewal thereof, Lessee shall quit and surrender to City the demised premises broom clean, in good order and condition, ordinary wear and damage by elements excepted.

**24. Parties Bound.**

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the successors, assigns, or trustees of the parties hereto.

**25. Net Lease.**

It is the intention of the parties hereto that this should be a net lease and City shall have no obligation whatsoever, except as herein specified, to make any expenditures for any reason whatsoever in connection with the leased premises, other than what is outlined herein.

**26. All Rights and Remedies To Be Cumulative.**

In the event of a breach of this Agreement, and unless expressly limited or supplemented herein, the parties shall have all remedies normally available to them whether by terms of contract, statute, or common law. In addition to any remedies for default given to City pursuant to paragraph 18 above, or by law, City and Lessee, in the event of a breach or a threatened breach by Lessee or City of any of the terms or conditions hereof, shall have the right of injunction to restrain the other party and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.

The rights and remedies given to the parties in this Lease are distinct, separate, and cumulative, and no one of them, whether or not exercised by a particular party, shall be deemed to be in exclusion of any of the others herein, or by law or equity provided. Either party may



City of Billings

seek any legal or equitable relief to cure, correct or remedy any default, to recover any damages for any default or to obtain any other remedy consistent with the purpose of this Lease Agreement.

**27. Renewal of Lease.**

If Lessee is not in material default under the terms and covenants of this Agreement, then Lessee may renew this Agreement at the expiration of the term described in paragraph 2 for three (3) additional five (5) year terms on the same terms and conditions, subject to the renewal procedures described herein. Lessee shall provide City with written notice of its intent to renew at least ninety (90) days before the applicable term of the Agreement expires. Rent for all renewal terms shall be \$1.00, annually, with the same payment schedule as described for the original term.

**28. Miscellaneous.**

Notwithstanding anything to the contrary herein contained, the successful party in any litigation resulting from the dispute between the parties in connection with this Lease shall be entitled to reasonable attorney's fees.

**29. Inspection of Premises.**

City shall have free access to the demised premises at all reasonable times for the purpose of examining or inspecting the conditions thereof or in order to exercise any right or power granted by law or reserved to City under the terms and provisions of this Lease Agreement.

**30. Time of Essence.**

Time is of the essence in all provisions of this Lease.

**31. Governing Law and Venue.**

It is agreed by and between the parties hereto that 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.

**32. Relationship of Parties.**

It is understood and agreed that the relationship of the parties hereto is strictly that of landlord and tenant and that this Lease shall not be construed as a joint venture or partnership. Lessee is not and shall not be deemed to be agent or representative of City.



City of Billings

**33. Amendments in Writing**

Any addenda or amendments to this Lease, including but not limited to any extensions of the initial term of this Lease shall be valid only if in writing and signed by the parties.

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

**CITY OF BILLINGS, MONTANA**

**ART HOUSE MANAGEMENT LLC,  
LESSEE**

By William A Cole  
WILLIAM A. COLE, MAYOR

By MAR  
MATT BLAKESLEE  
MANAGER

**APPROVED AS TO FORM:**

By Brent Brooks  
BRENT BROOKS, CITY ATTORNEY



City of Billings

## **ATTACHMENT A**

# **HBPOA CONDO BYLAWS AND FIRST AMENDMENT TO DECLARATION OF UNIT OWNERSHIP**



City of Billings

## **ATTACHMENT B**

# **CINE BILLINGS (DBA ART HOUSE) PROPOSAL DOCUMENT**

# CERTIFICATE OF LIABILITY INSURANCE

Date: September 5, 2018

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

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

|                                                                                                         |                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>PayneWest Insurance, Inc. - Select<br><br>PO Box 4388<br><br>Missoula, MT 59806-4388 | <b>CONTACT NAME:</b><br>PHONE (A/C, No. Ext):<br>FAX (A/C, No.):<br>E-MAIL:<br>ADDRESS:<br>INSURER(S) AFFORDING COVERAGE: NAIC #<br>INSURER A: Admiral Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**  
 THESE 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 WHICH MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR. LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                   | ADDL. NSD | SUBR. YWV | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                 |                            |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|-----------------|-------------------------|-------------------------|--------------------------------------------------------|----------------------------|
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | DESCRIPTION                                            | AMOUNT                     |
| A         | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE<br><br>GEN AGG LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION |           |           | CA-000031850-01 | 8/29/2018               | 8/29/2019               | EACH OCCURRENCE                                        | \$1,000,000                |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea Occurrence)              | \$100,000                  |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | MED EXP (any cov portion)                              | \$5,000                    |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | PERSONAL & ADV INJURY                                  | \$1,000,000                |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | GENERAL AGGREGATE                                      | \$2,000,000                |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | PRODUCTS/COMP OPS AGG                                  | \$2,000,000                |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         |                                                        |                            |
| A         | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE<br><br>GEN AGG LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION                       |           |           |                 |                         |                         | EACH OCCURRENCE                                        |                            |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | DAMAGE TO RENTED PREMISES                              |                            |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | MED PAY                                                |                            |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | GENERAL AGGREGATE                                      |                            |
| A         | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/><br>CLAIMS MADE<br><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                  |           |           | GX-000001596-01 | 8/29/18                 | 8/29/19                 | EACH OCCURRENCE                                        | 1,000,000                  |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | GEN AGGREGATE                                          | 2,000,000                  |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | PROD. COMP OPS PERSONAL & ADV. INJURY                  | 2,000,000<br>\$1,000,000   |
| A         | WORKER'S COMPENSATION AND EMPLOYERS LIABILITY<br><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> YES (Mandatory in MT)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                  |           | N/A       |                 |                         |                         | REG. STATUTORY LIMITS<br>- OTHER                       | 1,000,000                  |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | E.L. EACH ACCIDENT                                     |                            |
|           |                                                                                                                                                                                                                                                                                                                                     |           |           |                 |                         |                         | E.L. DISEASE-CA. EMPLOYEE<br>E.L. DISEASE POLICY LIMIT |                            |
| A         | Excess-Liquor Liability                                                                                                                                                                                                                                                                                                             |           |           | GX-000001596-01 | 8/29/18                 | 8/29/19                 | EACH COMMON CAUSE AGGREGATE LIMIT                      | \$1,000,000<br>\$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, A Additional Remarks Schedule, if more space is required)**  
 The certificate holder is listed as an additional insured

|                                                                                          |                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER:</b><br><br>City of Billings<br>390 N 23rd St<br>Billings MT 59101 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE: COCHRANE & COMPANY, A DIVISION OF COCHRANE AGENCY INC.<br><br> |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**MOLD DISCLOSURE  
STATEMENT**

In connection with the lease of **THE BABCOCK THEATER, 2810 ½ 2<sup>nd</sup> Ave. North, Billings, Montana** (the "Building"), which space constitutes inhabitable real property under the Montana Mold Disclosure Act (the "Act"), the **City of Billings, Montana, 210 N. 27<sup>th</sup> Street, Billings, Montana 59101**, hereinafter referred to as "Landlord," hereby provides the following disclosure:

1. **Statutory Mold Disclosure.** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

2. **Knowledge of Mold.** By checking the box next to the applicable statement, the Landlord makes the following disclosure:

- The Landlord has no knowledge of the presence of mold in the Building.
- The Landlord has knowledge that mold is present in the Building and hereby makes the disclosure of such mold to the Tenant.

Based on the report from ASAP Property Inspections, LLC, dated July 18, 2017, the presence of mold in the Premises has not been reported.

3. Testing of Building. By checking the box next to the applicable statement, the Landlord makes the following disclosure:

- The Landlord has no knowledge that the Building has been tested for mold.
- The Building has been tested for mold. The Landlord has provided the Tenant with (i) a copy of all results of the testing that are available to Landlord, and (ii) a copy of documents or evidence of any subsequent mitigation or treatment. The Tenant hereby acknowledges receipt of said copies.

It is expressly provided that the furnishing of any test results and evidence of mitigation or treatment is not and shall not be construed as a promise, warranty, or representation of any sort by the Landlord, or by Landlord's officers, employees, agents or property managers.

If the Tenant contracts for testing of the Building for mold, then Tenant agrees to provide a copy of the results of the test, if available, to Landlord.

4. Acknowledgment of Disclosures. The Tenant, by signing a copy of this statement, expressly acknowledges receipt of this Disclosure Statement and acknowledges the specific disclosures set forth herein. Neither the Landlord nor its officers, employees, agents or property managers shall be liable in any action based on the presence of or propensity for mold in the Building that is subject to any rental or lease agreement.

DATED this 13<sup>th</sup> day of November, 2018.

CITY OF BILLINGS

By: William A. Cole  
Its: Mayor  
"Landlord"

ART HOUSE MANAGEMENT, LLC

By: [Signature]  
Its: Executive Director  
"Tenant"

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Financial Assistance for Billings Depot  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

I recommend the Council approve, up to \$75,000 in downtown tax increment financing to the Billings Depot to match their historic preservation grant.

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

**Billings Depot** -- The most recent amended sublease between the city and Billings Depot, Inc. was signed in 2018 and expires December 31, 2034. Page 3 paragraph 10 make it clear that the city is not responsible for utilities, maintenance or repairs of "any kind". That being said, nothing in the lease precludes the Depot from asking for assistance. The Depot is asking the city to reconsider it's TIF grant application under two premises. First, it wasn't made clear during the past discussion that the Depot pays property taxes. Therefore, there is a financial return on investment case that can be made to support TIF funding their projects. Secondly, they have raised funds and have lowered their request to \$75,000 from their original \$95,000 request.

The following information has been provided by the Depot:

*Contrary to some of the concerns expressed by some regarding private businesses seeking money from the City for deferred maintenance, the Depot has never requested TIF funds to address deferred maintenance. Rather, the Depot has obtained a \$414,000 grant but risk losing it if the matching funds cannot be raised. For that reason, the Depot, a multi-use property, requested \$75,000 to secure the grant slated to be used on projects that would significantly increase the property value, thereby generating additional property taxes. As a property-tax-paying-entity, this investment would be recouped by the City in less than four years in the property taxes paid by the Depot. Absent matching funds, these improvements will not occur.*

*To be clear, the improvements to be undertaken are not deferred maintenance. The Depot has always, and will continue, to manage its maintenance obligations, as well as taking efforts to better the space in a manner that honors the historical importance of this space and our partnership with the City.*

*The following are examples of work done by the Depot that supports the statements above:*

- *Every year, the Depot takes on at least 1 significant capital improvement project to maintain the campus. We understand the City has no obligation to support these improvements and have never asked for city assistance. In 2023, we spent \$40k to upgrade our fire suppression system. In 2022, we repainted exteriors. In 2021, we upgraded all our internet and technology. 2020 saw an upgrade to gutters and new signage.*
- *In 2019, a new grant opportunity, valued at up to \$500k, was released by DOC to assist with capital improvements and historic preservation. The Depot identified projects which met grant requirements for improving public safety, energy efficiency, restoration of historic assets, and economic development. The projects we included in our application are:*
  - *Floor refinishing*
  - *Cement walkway repairs*
  - *Roof updates on all four buildings*
  - *Restoration of the historic mail building*
  - *Refinishing & weather stripping all doors in main building and mail building*
- *The Depot was awarded the grant in 2023 in the amount of \$414,000 with a 20% match requirement.*
- *Since the time the application was submitted to the time it was awarded, inflation caused a significant increase in project costs and the total project cost increased to \$528,100.*

- *The Depot has been fundraising to reach our required match amount AND the remaining costs of the project. To date, we've secured the following:*
  - - *Billings Community Foundation grant: \$5,000*
    - *A&E in kind design: \$7,500*
    - *Misc. Private Business Donors: \$14,000*
    - *Board donations: \$11,000*
- *In 2024, the Depot campus was struck by a series of unforeseen but significant repairs, totaling over \$80k and depleting our savings. These included:*
  - *Security alarm panel replacement*
  - *HVAC control system replacement*
  - *AC Chiller repair*
  - *Fire sprinkler air compressor replacement*
  - *Gas leak repair and pipe replacement*
  - *Roof leak (office building)*
  - *Boiler replacement x2 (office building)*
  - *Water heater replacement (office building)*
  - *Water damage repair (office building)*
  - *HVAC water testing (office building)*
- *While the Depot is a 501(c)3 nonprofit, we do pay property taxes on the improvements which generate business (2 tenant buildings, 2 parking lots) contributing back to the tax base.*
- *Our initial ask to TIF was \$95k. Due to fundraising efforts, this ask would now be reduced to \$75k. These dollars would allow us to secure contracts with vendors to complete the capital improvement projects identified within the historic grant application. Delays in contracting with vendors and starting improvements would incur additional project costs or losing the grant in its entirety.*
- *The Depot has only utilized TIF funding on three other occasions in our 27 year history. Outside of these instances, the Depot has been maintained entirely using Depot-generated funds:*
  - *1997: \$200k for restoration of the Depot campus*
  - *2020: \$3,000 matching funds for signage grant & \$3,000 for CPTED grant*

The downtown tax increment finance district recently revoked a grant reimbursement for the Stone Building project for failure to perform after two grant extensions. This opens up over \$600,000 in previously allocated funding for consideration.

During the October 2024 council work session, Council asked and our staff discussed the option of using the revolving loan fund to pay for some or all of the grant request. Under the circumstances, neither the Depot nor staff believe it is a good option. I don't advise lowering the interest rate for city-owned properties. If we do, I suspect all future applicants will request the same treatment. Also, under the circumstances of our weak commercial lease market downtown, the Depot wants to protect its ability to borrow funds in the future.

The final attachment is a letter from the Downtown Partnership Board recommending against using TIF dollars to fund capital projects for these city assets.

## ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

## FISCAL EFFECTS

Billings Depot - \$75,000 requested and recommended through the downtown TIF budget. See enclosed cash flow spreadsheet showing that this grant can be paid within the current and anticipated cash balances.

\* A TIF reimbursement agreement totaling over \$600,000 for the Stone building project is no longer a liability for the TIF budget. This grant has been revoked because the project did not meet its timelines in spite of two extensions.

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### **Attachments**

Downtown TIF Cash Flow

Billings Depot Data

**DT TIF**  
**FY25 Cash Forecast**  
**as of 10.28.24**

| OPEN PO                                                          | FY25 BUDGE       | Estimated                                            | FY25 Updated     |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
|------------------------------------------------------------------|------------------|------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|                                                                  |                  | Cash flow<br>for Jul-Oct<br>FY25 - As of<br>10.28.24 | 10.28.24         | FY26             | FY27             | FY28             | FY29             | FY30             | FY31             | FY32             | FY33             | FY34             | FY35             |
| <b>Beginning Cash Balance</b>                                    | <b>672,745</b>   |                                                      | <b>933,485</b>   | <b>1,807,817</b> | <b>2,120,470</b> | <b>1,682,877</b> | <b>1,445,004</b> | <b>1,218,614</b> | <b>979,312</b>   | <b>852,374</b>   | <b>2,108,113</b> | <b>3,338,868</b> | <b>4,567,834</b> |
| <b>Revenues:</b>                                                 |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Tax Revenue EXPECTED                                             | 2,435,229        | 152,526                                              | 2,282,703        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        | 2,435,229        |
| Interest                                                         | 5,400            | 11,689                                               | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           | 11,689           |
| Entitlements                                                     | 330,801          | -                                                    | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          | 330,801          |
| Bonding Two Way Conversion                                       | 4,035,000        | 4,173,225                                            | 4,173,225        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Bonding 25th Street Bridge                                       |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Tax Revenue Rockman Project                                      |                  |                                                      |                  | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          | 285,000          |
| Tax Revenue Old Town Flats                                       |                  |                                                      |                  | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          | 118,000          |
| <b>Estimated Total Revenue</b>                                   | <b>6,806,430</b> |                                                      | <b>6,798,418</b> | <b>2,895,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> | <b>3,180,719</b> |
| <b>Operating Expenditures</b>                                    |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Debt Service (Empire Garage, 2-Way Conv. #1)                     | 1,249,550        | 1,249,550                                            | 1,249,550        | 1,248,368        | 1,272,255        | 1,270,835        | 1,297,300        | 1,297,800        | 1,321,650        | 1,321,700        | 1,344,800        | 1,344,650        | 1,342,300        |
| <b>25-000035</b> DBP Operating Agreement                         | 316,607          | 79,152                                               | 237,455          | 326,105          | 335,888          | 345,965          | 356,344          | 367,034          | 378,045          | 378,045          | 378,045          | 378,045          | 378,045          |
| Cost Allocation - Planning                                       | 26,893           | 13,447                                               | 13,447           | 13,850           | 14,265           | 14,693           | 15,134           | 15,588           | 16,056           | 16,537           | 17,034           | 17,545           | 18,071           |
| Cost Allocation - CA Plan                                        | 46,803           | 12,522                                               | 37,563           | 38,690           | 39,851           | 41,046           | 42,277           | 43,546           | 44,852           | 46,198           | 47,584           | 49,011           | 50,482           |
| Downtown Cooperative Safety                                      | 62,500           | -                                                    | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           | 62,500           |
| Transfer to Parking                                              | 100,000          | 100,000                                              | -                | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,000          | 100,001          | 100,002          | 100,003          |
| <b>Total Oper EXP</b>                                            | <b>1,802,353</b> |                                                      | <b>1,600,515</b> | <b>1,789,513</b> | <b>1,824,759</b> | <b>1,835,039</b> | <b>1,873,556</b> | <b>1,886,468</b> | <b>1,923,103</b> | <b>1,924,981</b> | <b>1,949,964</b> | <b>1,951,753</b> | <b>1,951,401</b> |
| <b>Prior Year Development Incentives Approved</b>                |                  |                                                      |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Rockman                                                          |                  |                                                      |                  |                  | 1,000,000        | 1,000,000        | 1,000,000        | 1,000,000        | 1,000,000        |                  |                  |                  |                  |
| Babcock Theatre                                                  | -                |                                                      | 300,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Depot                                                            | -                |                                                      | 75,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>23-000881</b> Kibler & Kirch PO 23-000881                     | 79,940           | -                                                    | 79,940           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>22-000031</b> Sign Program 2022 PO 22-000031                  | 874              | -                                                    | 874              |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>25-000137</b> Sign Program FY25                               | 30,000           | -                                                    | 30,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Holiday Parking                                                  | 39,542           | -                                                    | 39,542           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>22-000030</b> CPTED Program 2022 PO 22-000030                 | 11,030           | -                                                    | 11,030           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>No PO Yet</b> CPTED Program FY25                              | 30,000           | -                                                    | 30,000           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000425</b> MShanks LLC PO 24-000425 - PAID                 | 110,200          | 110,200                                              | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000806</b> Skypoint Phase II - OS PO's                     | 40,000           | 40,000                                               | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000200</b> Skypoint Panels - OS Pos                        | 24,402           | 24,402                                               | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Montana Rescue Mission                                           | -                | -                                                    | -                | 210,000          | 210,000          |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>I25-004784</b> Battle of the Plans                            | 75,000           | 75,000                                               | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Misc Projects                                                    | 300,000          | -                                                    | 300,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Old Town Flats                                                   | 0                |                                                      | -                | 384,553          | 384,553          | 384,553          | 384,553          | 384,553          | 384,553          |                  |                  |                  |                  |
| <b>No PO Yet</b> Lincoln Apartments                              | 50,000           | -                                                    | 50,000           | 50,000           | 50,000           | 50,000           |                  |                  |                  |                  |                  |                  |                  |
| Old Billings Hardware                                            | 0                |                                                      | -                | 149,000          | 149,000          | 149,000          | 149,000          | 149,000          |                  |                  |                  |                  |                  |
| <b>23-000354</b> CIP 2 way conversion (Design) PO 23-000354      | 17,546           |                                                      | -                |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>24-000871</b> CIP 2 way conversion Construction               | 2,899,235        |                                                      | 2,870,242        |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>23-000354</b> CIP 2 way conversion Construction Admin         | 440,000          | 717,834                                              | 399,705          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| CIP 2 way conversion Construction PW Engineering E               | 100,000          |                                                      | 100,000          |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>23-000433</b> CIP 5th Avenue Corridor PO 23- 000433 / WO 2309 | 17,296           | 9,051                                                | 8,245            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Total Approved Incentives</b>                                 | <b>4,265,065</b> |                                                      | <b>4,294,578</b> | <b>793,553</b>   | <b>1,793,553</b> | <b>1,583,553</b> | <b>1,533,553</b> | <b>1,533,553</b> | <b>1,384,553</b> | -                | -                | -                | -                |
| <b>24-000872</b> Retainage not paid yet - As of 10.28.24         | 35,877           |                                                      | 28,992           |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Estimated Available Cash For Projects</b>                     | <b>1,411,756</b> | -                                                    | <b>1,807,817</b> | <b>2,120,470</b> | <b>1,682,877</b> | <b>1,445,004</b> | <b>1,218,614</b> | <b>979,312</b>   | <b>852,374</b>   | <b>2,108,113</b> | <b>3,338,868</b> | <b>4,567,834</b> | <b>5,797,152</b> |

## Signature Events

- TASTE OF BILLINGS
- REVEL
- POLAR EXPRESS
- NATIONAL TRAIN DAY



## Partner Collaborations

- SYMPHONY AT THE DEPOT
- STEAMFEST  
WISE WONDERS, GIRL SCOUTS OF AMERICA, STEM YELLOWSTONE, BETTER OFF IN BILLINGS, BILLINGS PUBLIC LIBRARY
- BUILT WITH BEEF  
MONTANA BEEF COUNCIL, BOYS & GIRLS CLUBS OF YC



Historic WEDDING AND EVENTS VENUE

BILLINGSDEPOT.ORG

PARTNERING WITH THE COMMUNITY TO SUPPORT

# Tourism, Workforce and Economic Development



BILLINGS DEPOT

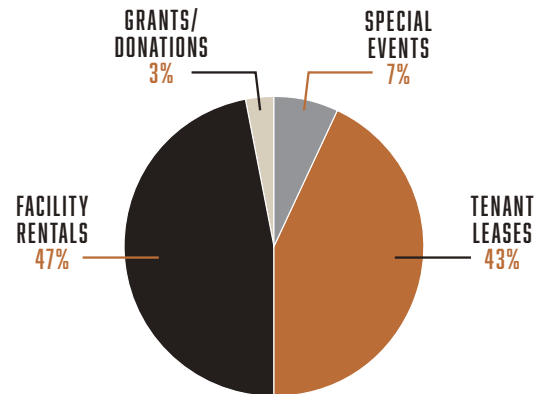
COMMUNITY PROGRAMS • WEDDINGS • BUSINESS EVENTS • POSSIBILITY OF PASSENGER RAIL SERVICE

## Upcoming Opportunities

- CABOOSE RESTORATION
- AMTRAK PASSENGER RAIL SERVICE



## Income



## Private Events

2018 TO 2023

| TOTAL # EVENTS: | TOTAL # OF GUESTS: | # OF EVENTS FROM OUT OF STATE RESIDENTS: | ESTIMATED # OF OUT OF TOWN GUESTS: |
|-----------------|--------------------|------------------------------------------|------------------------------------|
| 580             | 75,245             | 107                                      | 26,335                             |

PROJECTED 2024 - 2026

| TOTAL # EVENTS: | TOTAL # OF GUESTS: | # OF EVENTS FROM OUT OF STATE RESIDENTS: | ESTIMATED # OF OUT OF TOWN GUESTS: |
|-----------------|--------------------|------------------------------------------|------------------------------------|
| 464             | 49,815             | 60                                       | 17,435                             |

## Operating Principles

### WHEELHOUSE EFFECT

As consumers' experiences become more routine and predictable, they'll unconsciously become more interested in and motivated by surprise. The Depot is committed to adding surprise & delight to all processes, experiences, and interactions.

### THE HEDGEHOG

Doing what you're good at will only make you good but focusing on what you can potentially do better than any other organization is the only path to greatness.

### RADICAL HOSPITALITY

Radical hospitality requires intentional invitation and welcome. It goes beyond greeters and handshakes to welcome every person as an honored guest making them feel not just welcome but part of the Depot family.

### EXPERIENTIAL RELATIONSHIPS

Showing customers and the community the Depot wants to be a part of their lives. We do this by creating and using experiences to generate long-term relationships and contributing to initiatives that impact more than just the Depot.

## Trafalgar Tours

TRAFALGAR

2021 - 2024

166 TOURS  
5,810 WORLDWIDE PASSENGERS

2025 & 2026: 2 NEW TOURS ADDED

138 TOURS SCHEDULED  
4,830 ESTIMATED WORLDWIDE PASSENGERS

NONRESIDENT INTERACTIVE RESEARCH: 2018 TO 2023

11,934,000 ESTIMATED VISITORS (ANNUAL MEAN)

Based on the current report selection(s) 100.0% of the average annual nonresident visitors are represented.

REASON FOR TRIP

PRIMARY REASON ALL REASONS

| Reason for Trip                              | Primary Reason (%) | All Reasons (%) |
|----------------------------------------------|--------------------|-----------------|
| VACATION, RECREATIONS, PLEASURE...           | 40%                | 47%             |
| VISIT FRIENDS/RELATIVES, ATTEND FAMILY EVENT | 19%                | 23%             |
| JUST PASSING THROUGH                         | 26%                | 29%             |
| BUSINESS, CONVENTIONS, MEETINGS....          | 11%                | 12%             |

ITRR Research: <https://www.umt.edu/tourism-recreation-research/interactive-data/>

**BILLINGS DEPOT**  
Historic WEDDING AND EVENTS VENUE

WATCH THE LATEST UPDATES ON THE CAMPUS RENOVATION PROJECT!





# Timeline of Achievements

**2018**

- ESTD 1909
- BILLINGS DEPOT
- LOGO REDESIGN
- CELEBRATING DEPOT HISTORY
- NATIONAL TRAIN DAY
- STEAM EDUCATION EVENT
- STEAMFEST

**2019**

- POCKET PARK
- REVEL - 1ST FULLY EXPERIENTIAL EVENT IN BILLINGS
- THE POST - 1ST RETAIL POPSHOP FOR DOWNTOWN BILLINGS
- THE POST

**2020**

- COVID
- TECHNOLOGY UPGRADES FOR SECURITY, VIDEO STREAMING, AND INFRARED COVID CHECKS
- GOV. BULLOCK COVID RECOGNITION
- ICCA
- CPTED CAMPUS UPDATES
- BILLINGS SYMPHONY
- SYMPHONY AT THE DEPOT
- GOLDEN BROOM AWARD
- LAUNCHED HISTORIC MONTANA AVENUE ASSOCIATION
- HMAA
- VIRTUAL REALITY TOUR

**2021**

- BUSINESS AT THE DEPOT
- 1909 SOCIETY
- BUILT WITH BEEF
- LAUNCHED EMPLOYEE BENEFITS FOR STAFF
- WEDDING SAVINGS ACCOUNT
- ZERO ALCOHOL BEVERAGE SERVICE
- FIRE SYSTEM UPGRADE (SCARITY)

**2022**

- CERTIFIED AUTISM CENTER
- CPTED & NEW CROSSWALK FOR MONTANA AVENUE
- PADDLES & WHEELS - 1ST RENTAL POPSHOP FOR DOWNTOWN BILLINGS
- ATTENDED 2 CONFERENCES TO PROMOTE BILLINGS & DEPOT TO WORLDWIDE TOUR AND MEETING PLANNERS
- RESTORATION WORK BEGINS
- MAKING YOUR MOVE
- HAUNTING AT THE DEPOT

**2023-24**

- TRAFALGAR
- SECURED 2 NEW TRAFALGAR TOURS FOR 2025 & 2026
- CABOOSE RESTORATION
- MONTANA HISTORIC PRESERVATION GRANT
- JOINED VISIT SE MONTANA BOARD OF DIRECTORS TO SUPPORT TOURISM EFFORTS

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Adoption of City's Goals and Objectives  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

City Council adopt the enclosed DRAFT 2025-2030 strategic plan.

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

The enclosed draft strategic plan includes council and staff feedback discussed during the March 15 and 16 retreat and at the Council's September 3 and October 7 work sessions. There are three attachments:

- 1) The adopted goals and priorities from May 2022.
- 2) The DRAFT Strategic Plan for 2025-2030.

**ALTERNATIVES**

City Council may:

- Adopt the enclosed strategic plan; or
- Make changes to the proposed document and then adopt; or
- Provide other direction.

**FISCAL EFFECTS**

There is no direct fiscal effect to adopting the Strategic Plan. However, it greatly assists the organization to focus resources in alignment with the City Council's priorities. By adopting priorities in the fall, we can use them in developing the FY 2026 budget.

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**Attachments**

2022 Adopted Priorities  
Proposed Strategic Plan

# Adopted 2022/2023 City Council Strategies and Priorities

May 9, 2022

**Vision:** The Magic City - A diverse welcoming community where people prosper, and business succeeds.

**Core Values:**

- ❖ Collaboration: We commit to provide opportunities to achieve common goals through positive communications and interaction with individuals, and with public and private organizations.
- ❖ Integrity: Through accessibility and transparency, we earn the trust of the community to which we are responsible.
- ❖ Service: We deliver services with courtesy and respect while meeting our customers' needs.
- ❖ Stewardship: We plan and manage resources effectively, responsibly, and efficiently.

**Mission:** To deliver cost effective public services that enhance our community's quality of life.

- **Improve the safety of Billings.**

- Complete implementation of the Center for Public Safety Management (CPSM) police and fire operations analysis recommendations. 2022.
- Implement code enforcement, legal, municipal court, mental health and substance abuse strategies as described during the 2021 public safety levy. 2022/2023.
- Report data measuring the effectiveness of the 2021 public safety mill levy and the criminal justice system at the city, county, and state levels. 2022/2023
- Collect data and pursue legislation and local regulations to limit the number, and improve the effectiveness of, sober living housing and their impacts on neighborhoods. (Green - council approved initiatives) 2022/2023
- Collect data and pursue legislation and work with the Department of Corrections (DOC) to limit the number of probationers, parolees released into Billings and the number of inmates held in the jail. 2022/2023

- **Invest in core infrastructure.**

- Complete airport terminal reconstruction project, building Montana's greatest airport. 2023
- Complete City Hall/Law and Justice Center project to include a COVID 19 memorial. 2023
- Break ground and complete construction of inner-belt loop and Skyline trail projects. 2022/2023
- Break ground on water treatment plant and reservoir projects and determine funding for the park components of the reservoir. 2022/2024
- Analyze and determine land use and infrastructure policies to serve the inner beltloop and new interchange areas. 2022 (funding does not exist beyond the corridor studies ~\$100k)
- Determine 21<sup>st</sup> Street underpass upgrades to improve downtown transportation system. 2023

- **Increase parks, trails, recreation, and cultural investments.**

- Determine level of capital investment to be proposed to voters in 2023 for the multi-generational recreation center and a corresponding strategy for executing on those capital investments.
- Determine level of capital investment to be proposed to voters in 2023 for additional park and trail development and a corresponding strategy for executing on those capital investments.
- Determine level of maintenance and operation expenses for parks, trails, and recreation facilities to be proposed to voters in 2023 to meet the needs of our community long term.

- **Improve the built environment through quality design.**

- Develop strategies to stimulate infill and redevelopment throughout the city's business and residential districts. 2022/2023

- Implement the downtown transportation plan/one way street conversions and road diets. 2022/2023
- Develop a housing strategy in partnership with HomeFront and facilitate 1,000 housing units being added to the city's core. 2022/2023
- Complete a review of the 2016 growth policy. 2022
- Update 1 neighborhood plan annually updating all 8 plans over the next decade.
- Update subdivision regulations. 2022/2023
- **Build a high-performance organization (HPO) principled in our core values.**
  - Complete organizational review of the city's vision, mission, and core values. 2022
  - Complete staff analysis of how to determine the scope and cost to conduct cost of services studies to better understand cost of delivering police, fire, parks, recreation, trails, storm water, water, wastewater and transportation services and infrastructure to make more informed decisions. 2022
  - Adopt legislative priorities for the 2023 session focused on improving the safety and economic stability of Billings.
  - Create Council sub-committees to focus attention on state legislation and improve collaboration with Yellowstone County. 2022
  - Improve the effectiveness of council work sessions, policy implementation and communications. 2022
  - Digitize all essential records for proper storage and access by citizens and staff. 2022/2023
  - Improve public engagement.
  - Systematize a regular review of all ordinances by each department, on a schedule to be determined by administration. 2023
  - Establish a City Charter Review Committee. 2022



CITY OF  
**Billings**

# 2025-2030 STRATEGIC PLAN

**Citizen  
Safety**

**Infrastructure**

**Economic  
Vibrancy**

**Amenities**

**High Performing  
Government**



# Goal #1: Improve the safety of Billings for all citizens

## Objectives

### Reduce:

- Violent crime
- Escalation of domestic violence
- Repeat victimization by the same or different offender
- Property crime
- Number of kids in juvenile justice system through legislative action
- Gaps in mental health services for victims/children through legislative action

### Reduce/ Eliminate:

- Victim self-harm, suicide, and overdoses
- Intimate partner homicide

### Maintain:

- Code enforcement compliance rate of 90% or higher

### Enhance:

- Downtown safety
- Traffic safety, increase traffic law compliance, and reduce traffic accidents

### Improve:

- Quality and resilience of medical response services



# Goal #2: Sustain and Upgrade Critical Infrastructure

## Objectives

### Expand:

- Capacity and improve resiliency of water system
- 

### Increase:

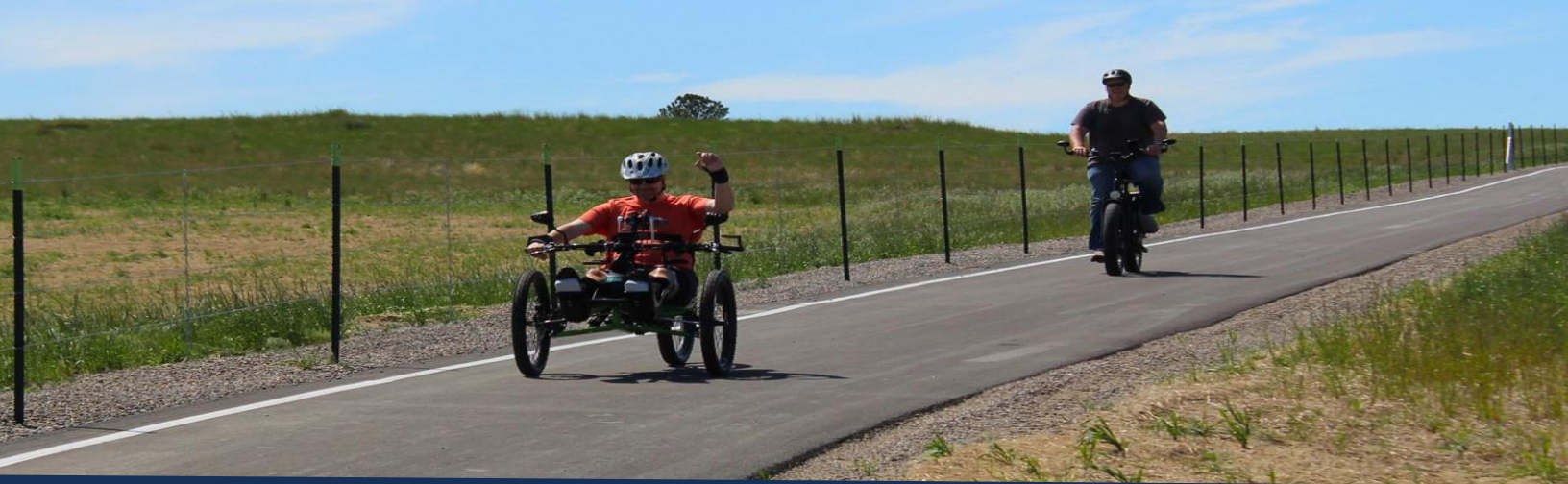
- Number of airport passengers
  - BIL's air cargo nationwide position
- 

### Optimize:

- Efficiency of the transportation system
- 

### Build/ Upgrade:

- Effective storm sewer system



## Goal #3: Foster Economic Vibrancy through Quality Designed Neighborhoods and Business Districts

### Objectives

#### Stimulate:

- Infill and redevelopment
- 

#### Improve:

- Multi-modal transportation system
- 

#### Update:

- Subdivision regulations
  - Neighborhood plans
- 

#### Develop:

- New land use plan and future land use map of Billings
  - Housing strategies to address strengthening and stabilizing neighborhoods
- 

#### Determine:

- Application of Cost of Service study findings
- Econ. Dev, Land use & infrastructure to serve Skyway Drive and the Billings bypass



## Goal #4: Provide Exceptional Educational, Recreational, and Cultural Services and Amenities

### Objectives

#### Activate:

- Parks and public spaces
- 

#### Maximize:

- Useful life of parks, recreation, and trail assets
  - Neighborhood plans
- 

#### Increase:

- Trail network
  - Rec participation
- 

#### Create:

- 5-year growth plan for Billings Public Library



## Goal #5: Cultivate a High-Performance Organization

### Objectives

#### Refine:

- City's vision, mission, core values
- 

#### Strengthen:

- Citizen trust through effective communication and transparency
- 

#### Digitize:

- Essential records for proper storage, organization, and retrieval
- 

#### Increase:

- City general fund reserves to 33% of GF expenditures, less capital.

**City Council Regular**

**Date:** 11/25/2024  
**Title:** Professional Service Contracts Review / Update (CM Aspenlieder's Initiative)  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

See attachment.

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

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

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**Attachments**

Councilmember Aspenlieder's Initiative

**COUNCIL INITIATIVE PROPOSAL FORM**

**City Code Sec. 2-214(14).** *Council Initiatives. This section of the agenda is reserved for individual councilmember requests for future legislative or staff action. These shall be limited to giving direction to staff to assist in formulating policies, work plans, etc. for future consideration of the city council. An initiative moves forward by majority vote of the city council.*

**City Charter Sec. 3.08.** *Interference with Administration. Except for the purposes of inquiries and investigations, the Council, its members and the Mayor shall deal with the City officers and employees who are subject to the direction and supervision of the City Administrator solely through the City Administrator.*

COUNCIL MEMBER PROPOSING INITIATIVE: SCOTT ASPENLIEDER

SHORT NAME OF INITIATIVE: PROFESSIONAL SERVICES CONTRACTING REVIEW/UPDATE

TERMS OF MOTION PROPOSING LEGISLATIVE OR STAFF ACTION: Move to complete a comprehensive review of contracting processes for all departments as it relates to professional services as defined by MCA 18.8.204 with staff presenting recommendations to create consistency across City government.

CITY STAFF OR DEPARTMENT POTENTIALLY IMPACTED BY INITIATIVE: Library, Parks, Airport/Transit, Public Works, Facilities, Planning

HAS COUNCIL MEMBER COMMUNICATED WITH CITY ADMINISTRATOR ABOUT THE INITIATIVE?  
YES  NO

ESTIMATE OF APPROXIMATE STAFF AND COUNCIL TIME REQUIRED: .1-2 Council Work Sessions and 1 Council Regular Business. Staff time to provide existing contracting processes for each department as it relates to Architects, Engineers, and Surveyors (MCA 18.8.204) and propose consistent process used uniformly across City.

APPROXIMATE TIMELINE FOR STAFF/DEPARTMENT ACTION:  
GIVEN THE LIABILITY RISK ASSOCIATED WITH NOT FOLLOWING MCA 18.8.204 IT SHOULD HAPPEN WITHIN 4-6 MONTHS AND BE COMPLETED BY THE END OF FY25.

COSTS OTHER THAN STAFF TIME, IF ANY: None

PRIORITY RELATIVE TO EXISTING INITIATIVES (SEE LIST AVAILABLE FROM CITY ADMINISTRATOR): Given liability and exposure I would hope sooner rather than later.

ADDITIONAL INFORMATION OR COMMENTS:

GIVEN THE RECENT CONTRACTING QUESTIONS ARISING FROM PARKS ACTIONS WITH THE AMEND RECREATIONAL COMPLEX IT WAS CONCERNING TO FIND THAT WE DO NOT USE CONSISTENT CONTRACTING OR SOLICITATION PROCESSES ACROSS CITY DEPARTMENTS AS IT RELATES TO MCA 18.8.204. AT A MINIMUM WE'RE OPEN TO LIABILITY WITH OUR CURRENT PROCESSES AND SHOULD BE USING AND FOLLOWING THE PROCESS THAT THE PROFESSIONALS IN AIRPORT/TRANSIT AND PUBLIC WORKS IMPLEMENT AS OPPOSED TO THE QUESTIONABLE PROCESS JUST USED THROUGH PARKS. CREATING A CONSISTENT PROCESS THAT IS FULLY COMPLIANT WITH MCA 18.8.204 IS THE GOAL AND SHOULD BE EASILY ATTAINABLE GIVEN AIRPORT/TRANSIT AND PUBLIC WORKS

ALREADY HAVE IT IN PLACE AND USE IT SEAMLESSLY. DISCUSSION SHOULD BE HAD AS TO WHETHER AGENCIES OUTSIDE OF THOSE TWO SHOULD BE TASKED WITH MANAGING PROFESSIONAL SERVICES SOLICITATION AND CONTRACTS GIVEN THE LACK OF TRAINING AND UNDERSTANDING OF THE PROCESS. THIS COULD LEAD TO A DISCUSSION OF CONSOLIDATION OF CONTRACTING IN THE CITY OR AT A MINIMUM DISCUSSION OF WHO'S CAPABLE OF MANAGING SIGNIFICANT PUBLIC INFRASTRUCTURE AND BUILDING PROJECTS IN THE BEST INTEREST OF THE CITY AND TAXPAYERS. IT'S QUESTIONABLE WHETHER WE HIT THE MARK WITH OUR PROCESS ON THE AMEND RECREATIONAL COMPLEX AND AT A MINIMUM WE OWE IT TO THE TAXPAYER AND PROFESSIONAL SERVICE PROVIDERS IN OUR COMMUNITY TO ASSURE THAT WE HAVE A CONSISTENT AND FAIR PROCESS.