

****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, fifth floor of City Hall, 316 N. 26th 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.

- Mail: City Clerk, P.O. Box 1178, Billings, MT 59103
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VISION STATEMENT:
"The Magic City: A diverse,
welcoming community
where people prosper and
business succeeds."

**CITY COUNCIL
REGULAR BUSINESS MEETING**

AGENDA

FEBRUARY 24, 2025

5:30 P.M.

NEW COUNCIL CHAMBERS
316 N. 26th St., 5th Floor

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Neese

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

MINUTES: February 10, 2025

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

1. CONSENT AGENDA -- Separations:

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

	Name	Board/Commission	Term	
			Begins	Ends
1	No Applications	Animal Control Board	02/26/25	12/31/25
2		Billings Parking Board*	02/26/25	12/31/25
3	Adam Toland	Community Development Board	02/26/25	12/31/29

*2 Unexpired term of Mark Kary

B. Bid Awards:

- 1. W.O. 24-15: WRF Chemical Room Repair.** (Opened 2/4/25) Recommend Dick Anderson Construction.
- 2. W.O. 25-16: 2025 Annual Street Reconstruction.** (Opened 1/21/25) Recommend Askin Construction.

- C. **Amendment 24** with Morrison-Maierle, Inc. for Engineering Services to rehabilitate Overlook Drive Road.
- D. **Professional Engineering Services Contract** with HDR Engineering, Inc. for W.O. 24-37: Stagecoach Trail.
- E. **Consultant Contract** with Kittleson and Associates to complete 21st Street Underpass Improvement Study.
- F. **Consultant Contract** with Applied Research Associates, Inc. for W.O. 25-09: City Pavement Condition Survey and Assessment.
- G. **Memorandum of Understanding (MOU)** with NRPA and acceptance of grant funds from Billings Skate Park Committee for recreational programming for the Skate Park.
- H. **Contract Renewal of 1-Year** with Mimecast email protection services.
- I. **Donation** to Parks, Recreation and Public Lands Department from Lockwood Pre-cast of a bench honoring military veterans for Veterans Park.
- J. **Donation** of trail design funds from Billings TrailNet.
- K. **Updated Easement** for Rose Park Trail.
- L. **Transit 2025 Human Services Transportation Coordination Plan.**
- M. **Transit 2025 Public Transit Agency Safety Plan Update.**
- N. **Transit 2025 Disadvantaged Business Enterprises Program Update.**
- O. **Preliminary Minor Plat** for Zeiler Subdivision, Amended plat of Block 1, Lot 2A. ***Quasi-Judicial**
- P. **Preliminary Plat** for High Sierra Subdivision, 22nd Filing. ***Quasi-Judicial**
- Q. **Resolution of Intent** to annex Wilson Park (Annexation 25-01) and set a public hearing date for March 24, 2025.
- R. **Resolution** authorizing the filing and acceptance of Transit Grant Funds.
- S. **Bills for the Weeks of:**
 - 1. January 21, 2025
 - 2. January 28, 2025

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 RESOLUTION** assessing nuisance property abatements. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing nuisance property abatements, as recommended by staff.
- 3. **PUBLIC HEARING AND RESOLUTION** assessing weed abatements. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution assessing weed abatements, as recommended by staff.
- 4. **ANNAFELD SUBDIVISION, 6TH FILING**
 - a. **PUBLIC HEARING AND RESOLUTION APPROVING ANNEXATION 24-05:** an area known as Annafeld Subdivision, 6th Filing. Staff recommends conditional approval. ***Quasi-Judicial**

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution conditionally approving Annexation 24-05, as recommended by staff.

- b. **PRELIMINARY PLAT** for Annafeld Subdivision, 6th Filing. ***Quasi-Judicial** Staff recommends approval.

Recommended Motion: I move to approve the preliminary plat for Annafeld Subdivision, 6th Filing, as recommended by staff.

- c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward III to include recently annexed property in Annexation 24-05: Annafeld Subdivision, 6th Filing. Staff recommends approval.

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

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

COUNCIL INITIATIVES:

1. Resolution establishing reporting of performance metrics for major projects and projects of significant public interest. (CM Owen)

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:** 02/24/2025  
**Title:** Boards & Commissions Appointments  
**Presented by:** Chris Kukulski, City Administrator  
**Department:** City Hall Administration  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

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

|   | Name            | Board/Commission            | Term     |          |
|---|-----------------|-----------------------------|----------|----------|
|   |                 |                             | Begins   | Ends     |
| 1 | No Applications | Animal Control Board        | 02/26/25 | 12/31/25 |
| 2 |                 | Billings Parking Board*     | 02/26/25 | 12/31/25 |
| 3 | Adam Toland     | Community Development Board | 02/26/25 | 12/31/29 |

\*2 Unexpired term of Mark Kary

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

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

**STAKEHOLDERS**

N/A

**ALTERNATIVES**

Council may:

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

**FISCAL EFFECTS**

The proposed action has no financial impact.

**Date:** 02/24/2025  
**Title:** W.O. 24-15: WRF Chemical Room Repair, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

## RECOMMENDATION

Staff recommends the City Council award a contract for W.O. 24-15: WRF Chemical Room Repair, to Dick Anderson Construction in the amount of \$995,000, including Additive Alternate A. This bid award is contingent on the City receiving insurance approval of the bid and final funds for the project.

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

W.O. 24-15: WRF Chemical Room Repair, is intended to perform repairs to the chemical room. In March 2023, there was a chemical explosion that caused damage to the chemical room in the Solids Process Building. The explosion damaged equipment and piping located in the room, and a chemical reaction that generated fumes and chemical exposure to materials and equipment within the room, as well as equipment in some of the adjacent areas.

The repairs to the chemical room include piping, materials, and equipment located within the chemical room; the electrical equipment located on the floor directly above the chemical room; and doors and painting that were damaged during the explosion. This work will be funded through an insurance claim filed after the explosion occurred and Wastewater O&M funds. The insurance provider has acknowledged receipt of the bids and their review of the bids is forthcoming. The City bid award is contingent on the City receiving insurance approval of the bid and final funds for the project.

Additive Alternate A consists of piping modifications to the chemical piping in a portion of the system that was not damaged, but where modifications improve the functionality of the system. Because it is not related to the explosion, it will not be part of the insurance claim and will utilize Wastewater O&M funds.

The project was advertised on January 10th, 17th, 24th, and 31st, in the Yellowstone County News and on the City's website. Bids were opened on February 4th and two bids were received. Dick Anderson Construction submitted the lowest, responsible bid.

## ALTERNATIVES

City Council may:

- Award W.O. 24-15: WRF Chemical Room Repair, to Dick Anderson Construction in the amount of \$995,000 including Additive Alternate A; or
- Not award a contract and reject all bids. If the project is not awarded, the chemical room will not be restored to its pre-damaged condition and insurance funds from the damage will not be utilized.

## FISCAL EFFECTS

The following bids were received:

| Contractor                 | Base Bid       | Add Alt A--<br>Chem<br>Piping | Total Bid      |
|----------------------------|----------------|-------------------------------|----------------|
| Dick Anderson Construction | \$991,500.00   | \$3,500.00                    | \$995,000.00   |
| TW Ridley                  | \$1,095,000.00 | \$3,000.00                    | \$1,098,000.00 |

The project will be funded with \$745,000 of insurance claim funds and \$250,000 of Wastewater O&M funds. A budget adjustment will need to be approved by Council at a future meeting. There are adequate funds to award the contract, pending insurance company approval.

**City Council Regular**

**Date:** 02/24/2025  
**Title:** W.O. 25-16: 2025 Annual Street Reconstruction, Bid Award  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

**RECOMMENDATION**

Staff recommends that City Council award a construction contract to Askin Construction for W.O. 25-16 - 2025 Annual Street Reconstruction in the amount of \$816,769.

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

W.O. 25-16 - 2025 Annual Street Reconstruction will reconstruct 9th Avenue South from South 31st Street to South 27th Street, and 10th Avenue South from South 30th Street to South 28th Street. As previously communicated to Council, these streets were prioritized for the non-maintainable streets program in FY25. The street improvements associated with W.O. 25-16 include maintenance of curb and gutter; full-depth reconstruction of the existing asphalt street section which has deteriorated beyond the capabilities of typical pavement preservation programs; replacement of non-compliant accessible ramps and installation of missing accessible ramps; and minor storm drain infrastructure improvements. This project finishes the reconstruction of 9th Avenue South and 10th Avenue South started in 2024.

The project was publicly advertised on December 20, and 27, 2024, and January 3, 10, and 17, 2025, in the Yellowstone County News and on the City's website. Bids were opened on January 21, 2025. Seven bids were received. Askin Construction submitted the lowest, responsible bid.

**ALTERNATIVES**

City Council may:

- Award W.O. 25-16 - 2025 Annual Street Reconstruction to Askin Construction in the amount of \$816,769; or,
- Do not award and reject all bids. If the Contract is not awarded, the streets will continue to degrade and the street improvements will not be constructed.

**FISCAL EFFECTS**

The following bids were received:

| CONTRACTOR               | BID            |
|--------------------------|----------------|
| Askin Construction       | \$816,769.00   |
| Weave Construction       | \$974,762.00   |
| K2 Civil                 | \$978,735.00   |
| Knife River Construction | \$989,725.00   |
| Rimrock Dirtworks        | \$1,008,232.60 |
| Earth Movers Excavation  | \$1,076,710.00 |
| Millennium Construction  | \$1,165,102.54 |

The project was budgeted in FY25 using Gas Tax, and Street Maintenance District 2 Funds in the amount of \$1,400,000. There is an adequate budget to award this contract. Remaining funds will be used for any change orders, construction observation, and materials testing, as well as additional street reconstruction to be determined.

## City Council Regular

**Date:** 02/24/2025  
**Title:** Approval of Amendment 24 with Morrison-Maierle, Inc. for Engineering Services to Rehabilitate Overlook Drive Road  
**Presented by:** Shane Ketterling, Assistant Director of Aviation and Transit  
**Department:** Airport  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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### RECOMMENDATION

Staff recommends that the City Council approve Amendment 24 with Morrison-Maierle, Inc. for the engineering services associated with the rehabilitation of the Overlook Drive Road Project in the amount of \$123,815.

### 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 24 for \$123,815 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 rehab an existing service road at the Airport.

This project includes the pavement rehabilitation of an existing service road on the west end of the Airport that is 3,600 feet long, has approximately 100,000 square feet of asphalt and is used by tenants and Airport staff to access the airfield through three security access control gates. Overlook Drive is also the primary road for all emergency vehicles, including fire, ambulance, and police to access the west end of the Airport, which includes the Airport Operations Center, Beacon Air Group, large and small aircraft hangars, and the car wash and fueling facilities for all on-airport rental car companies. A contractor will mill 2 inches of the existing asphalt surface off and replace it with a new 2-inch asphalt overlay. The existing road is at the end of its useful life, over 20 years old and needs to be replaced. The work will take 30 days to complete, and the construction estimate is approximately \$800,000.

The scope of work and associated fees for these services have been reviewed by Ardurra Engineering from Cody, WY and negotiated by staff and subsequently approved by the Federal Aviation Administration (FAA). The FAA requires that all Airport 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 fees with M-M.

### ALTERNATIVES

City Council may:

- Approve Amendment 24 for the engineering fees with M-M; or,
- Not Approve Amendment 24 with M-M, delay the project and advise staff on how to proceed

### FISCAL EFFECTS

The total cost of the engineering services in Amendment 24 are \$123,815. These fees will be funded 95% with Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) grant funds and 5% with local match funds. The FAA's grant funding will be \$117,624 and the Airport's local match will be \$6,191. The local match funds are budgeted and available in the Airport's Capital Account.

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### Attachments

Amendment 24- Overlook Road

**AMENDMENT NO. TWENTY-FOUR (24)**  
**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-FOUR (24) for Overlook Road Rehabilitation.

The general scope of work is to prepare plans, specifications, provide bidding assistance and construction administration/observation to rehabilitate the existing Overlook Road.

**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.)
- 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.)
- Phase VI Project Closeout (Master Agreement Section 2.01 B.)

**A2.02 Basic Services**

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

- Prepare the scope of work (SOW) for design and construction administration, including coordination with Sponsor and FAA. Provide blank manhour sheet for independent fee review with SOW and preliminary exhibits.
- FAA items include CATEX, Airspace, Design Report, Grant Application for BIL funding, Certification documents, preliminary plans and specifications for review.
- Prepare Construction Estimates.
- Design Survey, pavement design, pavement marking, and traffic control plan. The road is 25 feet wide by 3,600 long.
- Prepare final Plans & Specifications for bidding.
- Provide bidding phase services including conducting a prebid meeting, answering bidder questions, issuing addenda if required, attend the bid opening, tabulate bids, prepare recommendations of award to Owner and FAA, Contract Documents, and review Buy American / DBE documents.
- Provide 21 calendar days of construction phase services to include full time construction observation, payment applications, weekly observation reports, review shop drawings and submittals, construction survey, and project closeout items.

### **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                                                                    | December 2024            |
| Phase II – Preliminary Design Engineering                                                                          | January 2025             |
| Phase III –Final Design Engineering                                                                                | February 2025            |
| Phase IV – Bidding Assistance <ul style="list-style-type: none"> <li>• Advertise</li> <li>• Bid Opening</li> </ul> | March 2025<br>March 2025 |
| Phase V - Construction Phase Services                                                                              | June-August 2025         |
| Phase VI – Project Closeout Services                                                                               | January 2026             |

### **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 \$ 123,815 based on the following assumed distribution:

| Phase                                         | Method of Payment                |          | Compensation |
|-----------------------------------------------|----------------------------------|----------|--------------|
| Phase I – Programming & Pre-Design Activities | Lump Sum                         |          | \$ 6,040     |
| Phase II – Preliminary Design Services        | Lump Sum                         |          | \$ 36,770    |
| Phase III – Final Design Services             | Lump Sum                         |          | \$ 20,890    |
| Phase IV – Assistance in the Bidding Process  | Cost Plus Fixed Fee              |          |              |
|                                               | Direct Labor, Payroll & Overhead | \$5,626  |              |
|                                               | Reimbursable Expenses            | \$0      |              |
|                                               | Subconsultant Costs              | \$0      |              |
|                                               | Estimated Total Cost             | \$5,626  |              |
|                                               | Fixed Fee                        | \$844    |              |
|                                               | Total Estimated Compensation     |          | \$ 6,470     |
| Phase V - Construction Phase Services         | Cost Plus Fixed Fee              |          |              |
|                                               | Direct Labor, Payroll & Overhead | \$35,526 |              |
|                                               | Reimbursable Expenses            | \$1,355  |              |
|                                               | Subconsultant Costs              | \$5,000  |              |
|                                               | Estimated Total Cost             | \$41,881 |              |
|                                               | Fixed Fee                        | \$5,329  |              |
|                                               | Total Estimated Compensation     |          | \$ 47,210    |
| Phase VI – Project Closeout Services          | Lump Sum                         |          | \$ 6,435     |
| TOTAL COMPENSATION THIS TASK AMENDMENT        |                                  |          | \$ 123,815   |

**Section A6 - CONSULTANTS:**

Rimrock Engineering for Geotechnical Investigation – Preliminary Design Phase.  
Rimrock Engineering for Geotechnical Construction Phase Acceptance testing.

**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 December 1, 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-FOUR (24) on

\_\_\_\_\_.

CONSULTANT

**Morrison-Maierle, Inc.**

BY: Jill Cook

DATE: 1/22/2025

OWNER

**City of Billings**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Exhibit A

TABLE 1A

### Amendment 24 DESIGN ENGINEERING BUDGET

| Engineering Services      | Total<br>Man-hours | Labor Rate | Total    |
|---------------------------|--------------------|------------|----------|
| Professional Services for | 302                | \$148.50   | \$44,846 |

#### Expenses

|                                     |                                |
|-------------------------------------|--------------------------------|
| Vehicle (Company)                   | \$65                           |
| Vehicle (Rental)                    | \$0                            |
| Air Travel (Commercial)             | \$0                            |
| Air Travel (Charter)                | \$0                            |
| Meals                               | \$0                            |
| Lodging                             | \$0                            |
| Survey Supplies                     | \$1,000                        |
| Survey Equipment                    | \$240                          |
| Printing                            | \$40                           |
| Full Size ALP Printing +<br>Postage | \$0                            |
| <b>Total Expenses</b>               | <b>\$1,345</b>                 |
| <b>Professional Charges</b>         | <b>\$10,780</b> subconsultants |

|                                        |                 |
|----------------------------------------|-----------------|
| Total MU Labor                         | \$44,846        |
| Total Direct Expenses                  | \$1,345         |
| Total Fixed Fee                        | <u>\$6,729</u>  |
| Total MU Labor & Expenses & Fixed Fee  | \$52,920        |
| Professional Expenses                  | \$10,780        |
| <b>Total Lump Sum for Design Phase</b> | <b>\$63,700</b> |

TABLE 2A

**Amendment 24  
ENGINEERING BUDGET  
CONSTRUCTION ADMINISTRATION**

| <b>Engineering Services</b>                             |         | Total          |                        |
|---------------------------------------------------------|---------|----------------|------------------------|
|                                                         |         | Man-hours      | Labor Rate             |
| Professional Services                                   |         | 334            | \$139.95               |
|                                                         |         |                | \$46,745               |
| <b>Expenses</b>                                         |         |                |                        |
| Vehicle (Company)                                       | \$288   |                |                        |
| Vehicle (per Hour)                                      | \$830   |                |                        |
| Vehicle (Rental)                                        | \$0     |                |                        |
| Air Travel (Commercial)                                 | \$0     |                |                        |
| Air Travel (Charter)                                    | \$0     |                |                        |
| Meals                                                   | \$0     |                |                        |
| Lodging                                                 | \$0     |                |                        |
| Survey Supplies                                         | \$0     |                |                        |
| Survey Equipment                                        | \$240   |                |                        |
| Printing                                                | \$0     |                |                        |
| Full Size ALP Printing +<br>Postage                     | \$0     |                |                        |
| Total Expenses                                          | \$1,358 |                |                        |
| Professional Charges                                    | \$5,000 | subconsultants |                        |
| <hr/>                                                   |         |                |                        |
| Total MU Labor                                          |         |                | \$46,745               |
| Total Direct Expenses                                   |         |                | <u>\$1,358</u>         |
| Total MU Labor & Expenses                               |         |                | \$48,103               |
| Fixed Fee                                               |         |                | \$7,012                |
| Professional Expenses                                   |         |                | <u>\$5,000</u>         |
| <b>Total Cost Plus Fixed Fee for Construction Phase</b> |         |                | <b><u>\$60,115</u></b> |

## Exhibit B

| Summary of Agreements for Professional Engineering Services                      |          |                  |                 |                  |
|----------------------------------------------------------------------------------|----------|------------------|-----------------|------------------|
| 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>  |

| Summary of Agreements for Professional Engineering Services (Cont.) |          |                  |                 |                  |
|---------------------------------------------------------------------|----------|------------------|-----------------|------------------|
| Description                                                         |          | Labor & Expenses | Fixed Fee       | Total            |
| <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>  |

| Summary of Agreements for Professional Engineering Services (Cont.)          |          |                  |                |                  |
|------------------------------------------------------------------------------|----------|------------------|----------------|------------------|
| Description                                                                  |          | Labor & Expenses | Fixed Fee      | Total            |
| <b>Amendment No. 19</b> West Sewer and Water Expansion                       |          |                  |                |                  |
| 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> MET Bus Wash                                         |          |                  |                |                  |
| 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> MET Transit Camera System and Sidewalk Modifications |          |                  |                |                  |
| PHASE I - DESIGN                                                             | TABLE 1A | \$25,200         |                | \$25,200         |
| PHASE II - CONSTRUCTION                                                      | TABLE 2A | \$9,317          | \$1,383        | \$10,700         |
| <b>TOTAL Amendment No. 21</b>                                                |          | <b>\$34,517</b>  | <b>\$1,383</b> | <b>\$35,900</b>  |
| <b>Amendment No. 22</b> Runway 7/25 Extension and Reconstruction             |          |                  |                |                  |
| 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> |
| <b>Amendment No. 23</b> Pavement Condition Index Study                       |          |                  |                |                  |
| PHASE I - DESIGN                                                             | TABLE 1A | \$72,330         |                | \$72,330         |
| PHASE II - CONSTRUCTION                                                      | TABLE 2A |                  |                | \$0              |
| <b>TOTAL Amendment No. 23</b>                                                |          | <b>\$72,330</b>  | <b>\$0</b>     | <b>\$72,330</b>  |
| <b>Amendment No. 24</b> Overlook Road Rehabilitation                         |          |                  |                |                  |
| PHASE I - DESIGN                                                             | TABLE 1A | \$63,700         |                | \$63,700         |
| PHASE II - CONSTRUCTION                                                      | TABLE 2A | \$53,103         | \$7,012        | \$60,115         |
| <b>TOTAL Amendment No. 24</b>                                                |          | <b>\$116,803</b> | <b>\$7,012</b> | <b>\$123,815</b> |

## City Council Regular

**Date:** 02/24/2025  
**Title:** W.O. 24-37: Stagecoach Trail, Contract for Professional Engineering Services  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

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### RECOMMENDATION

Staff recommends that City Council award a Contract for Professional Engineering Services to HDR Engineering, Inc., in the amount of \$788,773.

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

Council is asked to consider authorizing and executing a Contract for Professional Engineering Services with HDR Engineering, Inc. for design services for a shared-use path along Zimmerman Trail known as the Stagecoach Trail. The contract will provide services for preliminary and final design through bidding services. A contract for construction contract administration and construction observation may be requested after the construction duration is determined and final design is approved by MDT. The cost of design services is appropriate for this type of project, given the site conditions and design elements required to complete the project.

The City was awarded a Transportation Alternatives (TA) Grant to design and construct the shared-use path along Zimmerman Trail to connect the Skyline Trail to Rimrock Road. A LAG Agreement between the City and MDT was signed on February 28, 2024. The shared-use path will provide a connector from Highway 3 and the Billings Heights Area to the West End of Billings. The shared-use path is a part of the marathon loop and is a Billings TrailNet Priority.

The City publicly advertised a Request for Proposal in the Yellowstone County news and on the City website on August 9, 16, 23, 30 and September 6, 2024. One proposal was received from HDR Engineering, Inc. HDR Engineering, Inc. was selected based on City staff review of their proposal that demonstrated experience in shared-use path design, drainage design, geotechnical design, and working with MDT. No other firms submitted proposals on the project. Other consultants declined to propose on the project due to the complexity of the geotechnical elements and storm drainage challenges with the project. The selection was based on firm experience, project engineer, key project staff and subconsultants, available resources and consultant location, and project methodology and approach, as required by State law.

### ALTERNATIVES

City Council may:

- Approve a Contract for Professional Engineering Services with HDR Engineering, Inc. in the amount of 788,773; or,
- Not approve a Contract for Professional Engineering Services with HDR Engineering, Inc. If the contract is not approved, the design for Stagecoach Trail cannot be completed.

### FISCAL EFFECTS

The project was budgeted in FY25 in the amount of \$5,543,062, comprised of Transportation Alternative Grant Funds (\$4,799,183), Billings Trailnet Grant Funds (\$100,000), Trails Stewardship Grant Funds (\$100,000), and City Parks and Recreation Operating Funds (\$543,875) used for the City grant fund match. There are adequate funds to award this contract. Remaining funds in the amount of \$4,754,289 will be used for construction and construction contract administration of the project.

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### Attachments

Contract



## Contract for Professional Architectural and Engineering Services

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### **Project: W.O. 24-37 Stagecoach Trail**

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

- Part I, consisting of 15 Sections of Special Provisions;
- Part II, consisting of 11 Sections of General Provisions;
- Appendix A consisting of 19 pages (Basic Services of Contractor);
- Appendix B consisting of 2 pages (Methods and Times of Payment);
- Appendix C consisting of 1 pages (Additional Services of Contractor);
- Appendix D consisting of 4 pages (Schedule of Professional Fees);
- Appendix E consisting of 1 pages (Project Schedule);
- Appendix F consisting of 1 pages (Certificate(s) of Insurance); and

### **PART I SPECIAL PROVISIONS**

#### Section 1. Definitions.

In this Contract:

- A. "Administrator" means the City Administrator or his designee.
- B. "Billings" means the City of Billings.
- C. "Contractor" means HDR Engineering, Inc..

#### Section 2. Scope of Services.

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

- B. Billings shall pay the Contractor in accordance with the Schedule of Professional Fees attached as Appendix D and incorporated herein by reference for services actually performed under this Contract.
- C. Billings shall not allow any claim for services other than those described in this Section. However, the Contractor may provide, at its own expense, any other services that are consistent with this Contract.
- D. The Engineer shall provide as-built drawings and data as approved by the City of Billings, to the Administrator within 30 days after the project completion date. Final payment will be withheld until the as-built drawings and data are received by the City of Billings. Requirements for submitting as constructed documents and data of completed Private Contracts, Work Orders, Special Improvement Districts and Site plans involving any City of Billings infrastructure: features such as, but not limited to Sanitary Sewer Manholes, Storm Drain Manholes, Water Valves, Water Bends, Signals, Street Light, etc.

Additional project documentation and data requirements reflecting as-built condition of City assets are as follows:

**Digital Delivery Formats:**

- **PDF Files:** One half size paper copy to scale, one full size paper copy to scale. Inclusion of manufacturer drawings and material lists.
- **Survey Point Files:** Required file formats: Comma delimited (asc, .txt, csv)
- **CADD Files:** AutoCAD DWG files, Version 2016, or equivalent. Required file formats: Drawing File (.dwg)
- **Geographic Information System (GIS) Files:** All spatial data provided to the City of Billings will be delivered in a format suitable for integration into the City's GIS System of Record including lines, points, and polygons digitally representing as-built assets. Required file formats:
  - File Geodatabase (.gdb)
  - Shapefiles (including, at a minimum .shp, .shx, .prj, .dbf, .xml)
- **CCTV Videos and Reports:** If post construction pipe inspection video was documented by contractor it will be provided along with corresponding reports at the time of as-built drawing and data submittal.

**Metadata:** Additional information to be included with deliverable.

- Date Captured and Delivered
- Data Description (e.g., unit of measure, abbreviations, code descriptions)
- Methods (e.g., technology and hardware used to generate data, field methods)
- Originator (e.g., contractor name, contact information)

**Location Accuracy:** Horizontal and vertical accuracy standards of spatial data deliverable.



- **Horizontal:** Data provided will be spatially accurate to within 1 Meter, with 95% probability.
- **Vertical:** Data provided will be spatially accurate to within 0.3048 Meter, with 95% probability.

**Coordinate System and Unit of Measurement:** Spatial data provided will be Montana State Plane, Zone 2500 using NAD83(2011), Horizontal and NAVD88 Vertical, Horizontal units and Vertical units will be international feet, GEOID18. Northing and easting coordinates will be in the grid distance system with precision to the nearest tenth of a foot, elevations to the nearest hundredth of a foot.

**Attribute/Object Data:** All noted delivery formats will include the following attributes or object data. *A supporting data dictionary file may be requested from the City that includes all noted fields below along with desired naming conventions and pick asset lists.*

- Point number or ID
- Northing, Easting, Elevation
- Feature Type (e.g., Manhole, Valve, Bend, Streetlight, etc.)
- Feature Description:
  - Size (e.g., Pipe Diameter, Manhole Cover Diameter)
  - Material
  - Measurement (e.g., Invert)
  - Manufacturer
  - Installation Date
- GPS Unit Make and Model
- Date and Timestamp
- Data Originator (e.g., contractor name)

**Delivery Methods:** Project documentation and data to be delivered as otherwise noted in the contract or utilizing one of the following methods.

- Secured Cloud-based Platform (e.g., Sharepoint, OneDrive, Box, etc.)
- External Hard Drive
- CD's or DVD's

~~E. The Contractor shall provide certified construction payrolls to the Administrator stating in writing that the payrolls have been reviewed and are acceptable.~~

### Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Billings.

- B. The Contractor shall commence performance of the Work described in Section 2 on receipt of written Notice to Proceed and complete that performance in accordance with the schedule set forth in Appendix E.
- C. This Contract shall terminate at midnight on July 31<sup>st</sup> 2026. The parties may extend this agreement, by mutual concurrence, for an agreed amount, in writing prior to its termination.

Section 4. Compensation; Method of Payment.

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

Section 5. Termination of the Contractor's Services.

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

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

Section 6. Duties Upon Termination

- A. If Billings terminates the Contractor's services for convenience, Billings shall pay the Contractor for its actual costs reasonably incurred in performing before termination and Billings shall pay for services rendered prior to termination. Payment under this Subsection shall never exceed the total compensation allowable under Section 4 of this Part. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Billings.
- B. If the Contractor's services are terminated for cause, Billings shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to Billings because of the Contractor's failure to perform satisfactorily. The reasonable value of the

services rendered shall never exceed ninety percent (90%) of the total compensation allowable under Section 4 of this Part. Any finished or unfinished documents or materials prepared by the Contractor under this Contract shall become the property of Billings at its option.

- C. If the Contractor receives payments exceeding the amount to which it is entitled under Subsections A or B of this Section, he shall remit the excess to the Administrator within 30 days of receiving notice to do so.
- D. The Contractor shall not be entitled to any compensation under this Section until the Contractor has delivered to the Administrator all documents, records, Work product, materials and equipment owned by Billings and requested by the Administrator.
- E. If the Contractor's services are terminated for whatever reason the Contractor shall not claim any compensation under this Contract, other than that allowed under this Section.
- F. If a final audit has not been performed before the Contractor's services are terminated, Billings may recover any payments for costs disallowed as a result of the final audit.
- G. Except as provided in this Section, termination of the Contractor's services under Section 5 of this Part does not affect any other right or obligation of a party under this Contract.

#### Section 7. Insurance.

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

## Section 8. Assignments.

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

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

- A. Except as otherwise provided herein, all data, documents and materials produced by the Contractor under this Contract shall be the property of Billings, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents, or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Contractor shall retain rights to pre-existing proprietary property including but not limited to interactive models. The Contractor shall have the right to include photographic or artistic representations of the design and construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include Billings' confidential or proprietary information regardless of whether Billings has previously advised the Contractor in writing of the specific information considered by Billings to be confidential and proprietary.
- B. Equipment purchased by the Contractor with Contract funds: See Appendix A, Section 3. Scope of Work.
- C. Should Billings elect to reuse Work products provided under this Contract for other than the original project and/or purpose, Billings will indemnify and hold harmless the Contractor from any and all claims, demands and causes of action of any kind or character arising as a result of reusing the documents developed under this contract. Additionally, any reuse of design drawings or specifications provided under this Contract must be limited to conceptual or preliminary use for adaptation, and the original Contractor's or subcontractor's signature, professional seals and dates removed. Such reuse of drawings and specifications, which require professional seals and dates removed, will be signed, sealed, and dated by the professional who is in direct supervisory control and responsible for adaptation.

## Section 10. Notices.

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

Billings: Ken Ard, PE  
City of Billings  
Public Works - Engineering  
316 N. 26<sup>th</sup> Street, Billings, MT 59101  
Billings, Montana 59101

FAX: (406) 237-6291

Contractor: Bryant Johnson, PE  
HDR Engineering, Inc.  
970 S 29<sup>th</sup> St W  
Billings, MT 59102

FAX: (406) 652-2758

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

Section 11. Contract Budget.

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

Section 12. Force Majeure.

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

Section 13. Financial Management System.

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

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the Contract;
- B. Maintains separate accounts by source of funds for all revenues and expenditures and identifies the source and application of funds for the Contractor's performance under this Contract, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Effectively controls and accounts for all municipal funds and Contract property;
- D. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- E. Allocates administrative costs to direct service delivery units;

- F. Minimizes the time between receipt of funds from Billings and their disbursement by the Contractor;
- G. Provides accounting records supported by source documentation; and,
- H. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 14. Funding Requirements.

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

Section 15. Subcontracts.

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

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

## **PART II GENERAL CONTRACT PROVISIONS**

### Section 1. Relationship of Parties.

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

### Section 2. Nondiscrimination.

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

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

### Section 3. Permits, Laws, and Taxes.

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

### Section 4. Nonwaiver.

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

### Section 5. Amendment.

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

Contractor: Lisa Fischer, Tim Erickson, or Authorized Signatory  
(title of position)

Billings: City Council or Authorized Designee

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

### Section 6. Jurisdiction; Choice of Law.

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



## Section 7. Severability.

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

## Section 8. Integration.

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

## Section 9. Liability.

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

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

## Section 10. Inspection and Retention of Records.

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

Section 11. Availability of Funds.

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

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

**CITY OF BILLINGS, MONTANA**

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

\_\_\_\_\_  
**CHRIS A. KUKULSKI,  
CITY ADMINISTRATOR  
(or change to WILLIAM A. COLE, MAYOR)**

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

**APPROVED AS TO FORM:**

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

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

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

**ATTEST:**

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

STATE OF MONTANA                    )  
                                                  :ss.  
COUNTY OF YELLOWSTONE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument on behalf of said corporation having first been authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Billings, Montana  
My Commission Expires:\_\_\_\_\_

**Note:**           **Final contract documents will require the Contractor's signature to be notarized if Federal funds are used. If no Federal funds are involved, please remove the notary section before signing.**

## Appendix A

### Basic Services of Engineer

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

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

by the Engineer. Reports will be submitted in a timely manner to permit prompt resolution of problems.

- J. Contract administration duties will include review of contractor certified payrolls for wage rate compliance. Discrepancies in certified payrolls will be resolved with the Contractor. A signed Engineer's Payroll Check Sheet (included in the Standard Modifications to MPWSS) will be submitted as proof of this review with one copy of each payroll.
- K. Name a Task Director who shall be the liaison between Billings and the Engineer. For this project the Task Director designated for the Engineer is Bryant Johnson, PE working under the Principal-in-Charge, Nick Pavia, PE.

Section 2. Billings Rights and Duties.

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

Section 3. Scope of Work.

## W.O. 24-37 – Stagecoach Trail

### General Project Information

The City of Billings (City) was awarded a TA Grant to design and construct a shared-use path near Zimmerman Trail to connect the Billings West End with the Skyline Trail. Construction will be accomplished through the Uniform Project Number 1043200, Federal-Aid Project Number TA 1001(8);TA 1001(9), titled Stagecoach Trail – Billings. The project will be delivered in accordance to the terms set forth in the *Funding, Maintenance, Construction and Local Agency Guidelines (LAG) Agreement* as signed by the City and State, as well as the *Local Agency Guidelines Manual*.

HDR has teamed with IMEG to perform professional services, as shown below, in connection with the W.O. 24-37 project.

- HDR Scope of work
  - Overall project management and coordination
  - Path Design
  - Geotechnical Design
  - Storm drain
  - Utility Coordination
  - R/W Coordination
  - Plan preparation
  - Assistance during bidding

- IMEG Scope of work
  - Engineering survey
  - Utilities Mapping
  - Cadastral survey
  - Construction staking

## Project Assumptions

The following are assumptions associated with the scope of services for this project:

- The goal of the project is to bid after July 2026 and constructed at a time that meets project goals, and stakeholder needs. If project development exceeds this expectation, the project will be bid when both the City and HDR agree that the design is complete and ready for construction. The final schedule will be developed in collaboration with the City of Billings.
- Fees will be based on an average rate for 2025-2026. If the project extends beyond 2026, an amendment shall be necessary to define updated rates.
- Project does not include landscape architecture services.
- Scope of work does not include professional services during construction including, but not limited to, construction administration, construction observation/inspection, or record drawings.
- Development of plats or right of way acquisition is not included in this scope of services. HDR will coordinate temporary construction easements as necessary. The City will perform right of way acquisition based on design information provided by HDR. It is the City's intent not to obtain ROW at the project's onset.
- Engineering plan sets will not be developed as part of the 30% design submittal. CAD files will be developed for 30% design review.
- Up to three alignment alternatives will be developed with preliminary construction cost estimates as part of the 30% design and presented to the City. The City will provide, in writing, the selection of the preferred alternative.
- The path will connect to Skyline Trail to the north and Rimrock Road to the south.
- Parking or permanent vehicle access will not be included as part of the design.
- Project budget will be broken up into individual scope tasks that may roll up into a scope series. Subtasks will not be monitored separately as part of the budget and are presented in the scope for informational purposes. Individual tasks will not be restricted by a Guaranteed Max Price but will be presented separately for informational purposes.
- Drainage infrastructure improvements will meet the City of Billings Stormwater Management Manual and the local MS4 requirements as feasible. HDR will document improvements that do not meet these requirements with the City of Billings throughout design.
- Intersection improvements at the corner of Rimrock Road and Zimmerman Trail is not included in this scope.
- Scope does not include obtaining permits required for the project except as indicated explicitly in the Scope of Work document.

- Contractor will obtain their own SWPPP and as part of the Final Design package. HDR will provide blank erosion control sheets for contractors use for SWPPP permitting.
- Milestone submittals will be issued for comment as stated in scope of work. Separate submittals will not be issued for MDT. Comment resolution will be tracked with a single comment resolution document.
- PIH/FPR reports will not be developed.

## **Task 100 - Project Scoping**

**Description of Work:** Attend scoping meetings, develop the project scope, fee and schedule.

### **Subtasks:**

100.01 – Project Management and Coordination of Work. Coordinate with MDT, City, HDR Staff, and subconsultants to prepare the scope of services. This task also includes project setup and workplan development.

100.02 – Prepare Scope of Services. Attend scoping meetings. Prepare the project Scope of Services, schedule and engineering fee estimate.

## **Series 200 – Project Management**

As part of this task, the Project Manager will lead coordination of the design team with the City, as well as manage the design team and subconsultants. Project Manager and Accountant will monitor project status, maintain project schedule, and prepare monthly invoices with progress reports.

### **Task 201 – Project Coordination, Invoicing, Progress Reports, Maintaining Project Schedule, Etc.**

#### **Deliverables:**

- Monthly invoices and progress reports

### **Task 202 – Project Meetings**

HDR will attend the following meetings:

- City and consultant project team kickoff meeting
- 30% Alignment Alternative meeting
- 60% Plan Review meeting
- 90% Plan Review meeting
- Monthly Progress and Coordination Meetings with MDT staff
- Internal HDR design coordination meetings

**Assumptions:**

- Up to 4 team members will attend each progress meeting in person or virtually to include a Geotechnical Lead, a Civil Lead, a Hydraulics Lead, and a Project Manager. Meeting attendance will be scaled according to workflow needs. Progress meetings are assumed to last up to one hour. Plan review meetings are assumed to last up to two hours.
- City PM and HDR PM will communicate on an informal basis regularly and as needed.

**Deliverables:**

- Meeting Minutes
- Comment Response PDF

**Task 203 – Public Outreach**

HDR will coordinate with homeowners adjacent to the project regarding project improvements. HDR will also coordinate with the City to support a presentation to Stakeholders, as necessary.

Up to two open house style public meetings will be conducted during project design and attended by the HDR PM, public involvement lead, and one other team member.

Landowner coordination will include the following meetings:

One meeting with project team and landowners adjacent to the project to discuss proposed project during the 30% design phase. Up to fifteen (15) one on one meetings with each landowner adjacent to the project to discuss existing issues/constraints and project improvements.

HDR will compile a public involvement summary report at the end of the design phase of the project summarizing public outreach effort, stakeholder coordination, and formal comments received for the project.

**Assumptions:**

- In-person, open house style public meetings are included in this scope. Additional in-person or virtual public meetings will need to be added by amendment.
- 1 City Council work session is included in this scope attended by the HDR PM.
- Individual landowner meetings will be held in-person.

**Deliverables:**

- Landowner Meeting Minutes
- Exhibits for public, council, and landowner meetings
- PI Summary Report

**Series 300 – Survey****Task 301 – UAV Flights/Photogrammetric Corridor and Rock Face Topography**



IMEG will provide an FAA Certified Part 107 Drone Pilot to safely collect raw photographs, video footage of the critical vertical rock face and surrounding areas of the Zimmerman Trail/Project corridor. The images and video will be used to supplement reporting and create a photogrammetric 3D Model of the project corridor. Information will be collected with a registered and insured UAV platform, and a typical camera sensor will be utilized to collect the imagery outlined. Drone operators will adhere to FAA regulations and acquire the necessary waivers to perform the scope of work. Deliverables of Survey Tasks to be on the Montana State Plane Coordinate System (Zone 2500) and NAVD 88 Vertical Datum. "Project Corridor" for mapping purposes (Survey Tasks) to include lands from the easterly edge of asphalt of Zimmerman Trail, as constructed, and across lands owned by the City of Billings and being immediately adjacent to the generally easterly margin of Zimmerman Trail, beginning at the southerly right-of-way of Highway 3 and proceeding southerly to the northern boundary of privately held lots within the Durland Heights Subdivision; from said northern boundary of private lots, the corridor shall include the eastern half of the Zimmerman Trail right-of-way along the westerly side of Durland Heights Subdivision, proceeding southerly to the northern right-of-way of Rimrock Road, being the terminus of said corridor.

### **Task 302 – Aerial Imagery and Orthomosaic**

IMEG will derive and deliver from the images and video captured during the UAV flights an Orthomosaic Aerial Image Overlay to assist in planning, design and promotional efforts.

### **Task 303 – Project Control and Supplemental General Ground Survey**

IMEG will deploy traditional survey field crews to verify and augment photogrammetric 3D modeling efforts and locate surface features including, but not limited to, utilities as evidenced by surface features or marked by utility locators, structures, critical grade breaks, and clearly delineated rock outcroppings. This shall include on-the-ground topographic measurements in areas obscured from UAV cameras or areas where photogrammetric accuracies may be subject to interference. Sample measurements or "ground truthing" measurements to be taken along and within project corridor to verify accuracy of subsequent 3D model. Further, aerial targets/project control shall be placed to assist in UAV photogrammetry and future surveying efforts.

### **Task 304 – Project Corridor Boundary Location Survey**

IMEG will conduct the necessary records document research, field investigation, computations and professional oversight to adequately determine the locations of real property boundaries along the project corridor and adjacent to the generally easterly right-of-way margin of Zimmerman Trail. Such boundaries shall be accurately depicted upon map/3D model deliverables. Should evolving project circumstances require a formal, recorded Certificate of Survey, additional scope and fee will be required when specific requirements thereof are apparent.

**Deliverables:** See IMEG scope of work.

### **Task 310– Preliminary Field Report (PFR)**

**Description of Work:** HDR will develop a Preliminary Field Report (PFR) using MDT's PFR template. A draft PFR will be submitted to MDT for comment, with comments received being addressed to develop a final report.

**Deliverables:**

- Draft Preliminary Field Report
- Final Preliminary Field Report

## **Series 350 – Environment Compliance**

The following tasks include the necessary studies and documentation to complete National Environmental Policy Act (NEPA)/Montana Environmental Policy Act (MEPA) environmental compliance for the project. The tasks defined under Task 350 are based on MDT's environmental consultant activities and have been modified to reflect the specific project and location.

### **Task 351 - Environmental Engineering Existing Conditions Report (MDT Activity 111)**

**Description of Work:** Conduct analyses and document findings for Environmental Engineering Section responsibilities related to applicable regulations; resources present in the project area; potential impacts; and necessary avoidance, minimization, and mitigation.

**Subtasks:**

#### **351.01 Prepare Draft Environmental Engineering Existing Conditions Report**

1. Consult with the design team to discuss the purpose of and need for the project and the nature and scope of the project work.
2. Consult with agencies with jurisdiction over or interest in the proposed project. Perform field and/or literature review to identify:
  - a. Social and economic impacts, included induced growth
  - b. Low income and/or minority populations
  - c. Prime farmland and/or farmland of statewide importance
  - d. Visual quality/aesthetics
  - e. Historical, park and recreational resources that may be protected by Section 4(f)
  - f. Parks, recreational areas, or other properties acquired and/or improved with LWCF funds or with similar encumbrances
  - g. Surface water resources including irrigation, streams, wetlands, springs, etc.
  - h. Drinking water sources
  - i. Stormwater management facilities
  - j. Low Impact Development practice features
3. Consult with the design team to discuss the nature and scope of the work in the context of various regulatory authorities to determine if the following analyses will be necessary:
  - a. DEQ and/or local MS4 Permit requirements including need for Low Impact Development (LID) practices analysis.
  - b. Potential trigger for permitting from the US Army Corps (CWA Section 404 and/or Section 10), ability to comply with Nationwide and Regional Conditions,

- “practicable” avoidance and minimization measures, and availability of mitigation if necessary.
- c. Potential trigger for 401 Certification and which agency will have authority.
- d. Potential need for incorporation of Permanent Erosion and Sediment Control Measures (PESC) Manual.
- e. Potential trigger for Underground Injection Control (UIC) program requirements.
- 4. Determine and document potential social, economic and environmental impacts of the project. Taking into account avoidance and minimization efforts, prepare and distribute a written impact assessment including permanent, temporary, and cumulative impacts.

#### 351.02 Prepare Final Environmental Engineering Existing Conditions Report

1. Incorporate comments received by City of Billings and MDT and prepare the Final Environmental Engineering Analyses Report.

#### **Deliverables:**

1. Draft Environmental Engineering Existing Conditions Report (electronic WORD format).
2. Final Environmental Engineering Existing Conditions Report (electronic PDF of signed document).

### **Task 352 - Hazardous Materials / Substances and Water Quality - ISA (MDT Activity 181)**

**Description of Work:** Identify potential hazardous materials/substances and water quality contamination issues within the project area and determine if a Preliminary Site Investigation (PSI) is necessary. Work with MDT to finalize the Initial Site Assessment (ISA) Report.

#### **Subtasks:**

352.01 Perform Initial Site Assessment (ISA Checklist). Review may consist of review of translites, plans, as-builts, and photo log. Review historic land uses including, but not limited to, State and Federal Superfund list, MDEQ Underground Tank Program files, etc. Consult with appropriate environmental regulatory agencies to determine if hazardous materials/substances or water quality issues are present. Work with MDT to determine necessity for Preliminary Site Investigation. Prepare draft and final ISA checklist and supporting documentation.

#### **Assumptions:**

- This task will utilize MDT’s current version of the ISA form.
- On-site review is not necessary. Results in the ISA form will be limited to available information from DEQ, MDT, and EPA regarding hazardous substances in the project vicinity.

#### **Deliverables:**

1. Draft ISA Checklist and Documentation (PDF)
2. Final ISA Checklist and Documentation (PDF)

## **Task 353 – Biological Resources Report / Preliminary Biological Assessment (MDT Activity 182)**

**Description of Work:** Evaluate and assess the baseline conditions of and the project's potential effects on the general habitat/vegetation communities, noxious weeds/regulated plants, general wildlife species (mammals, birds, reptiles and amphibians), wildlife mitigation needs/opportunities, aquatic resources including waterways, general aquatic species, and wetlands, and species of concern/special status species located in the project specific study area. This work will include an assessment of the baseline condition and the project's potential effects on Endangered Species Act listed threatened, endangered, proposed, and candidate species, and critical habitats. The Preliminary Biological Assessment (PBA) includes a preliminary Determination of Effect for threatened and endangered species and designated critical habitat (No Effect/May Affect), and a Determination of Effect for proposed and candidate species (Not Likely or Likely to Jeopardize the Continued Existence Of) and Recommended Conservation Measures for each.

### **Subtasks:**

#### **353.01 Prepare Draft Biological Resource Report (BRR).**

1. Perform a field and literature review to identify general habitat/vegetation communities, noxious weeds/regulated plans, general wildlife species, wildlife mitigation needs/opportunities, and species of concern/special status species located in the project specific study area.
2. Perform a field and literature review to identify presence of aquatic resources including waterways, general aquatic species, wetlands and other water resources. Wetland and stream delineation will follow MDT Wetland Delineation Process and US Army Corps of Engineers procedures.
3. Describe the site characteristics of waterways, if applicable.
4. Conduct agency coordination/consultation as needed based on affected properties and resources.
5. Prepare a written assessment of baseline conditions and the projects potential effects.

#### **353.02 Prepare draft Preliminary Biological Assessment (PBA)**

1. Address the species listed on the current USFWS species based on information obtained from USFWS IPaC.
2. Research, analyze, and discuss the threatened and endangered, proposed and candidate species, and designated critical habitats located in the project specific study area. Include a preliminary Determination of Effect for T&E, proposed, and candidate species.
3. Recommend conservation, avoidance and minimization measures, special design features, timing restrictions, and other special provisions that should be considered and/or implemented to reduce/eliminate adverse impacts to potentially affected biological or natural resources discussed within the project BRR/PBA.

#### **353.03 Finalize BRR/PBA.**

1. Incorporate comments and edits received by MDT into the Final BRR/PBA.

**Assumptions:**

1. Formal wetland delineation will not be conducted in 2024 because NTP will occur outside of the typical growing season. The field work will occur in Spring 2025 during the typical growing season. The BRR/PBA will be amended to include the results of the field work.
2. The BRR/PBA will utilize MDT's Consultant short form template.
3. The project will result in a "no effect" determination for threatened and endangered species and preparation of a Biological Assessment is not necessary.

**Deliverables:**

1. Draft Biological Resource Report/Preliminary Biological Assessment. (Word format)
2. Final Biological Resource Report/Preliminary Biological Assessment. (PDF)

**Task 354 – Cultural Resources Management (MDT Activity 177)**

**Description of Work:** Conduct a cultural resource inventory of the project's area of potential effect (APE) to identify cultural material, features, or sites. Develop a draft and final Cultural Resources Inventory Report that complies with Montana SHPO and MDT procedures. Refer to scope of services provided by Ethnoscience.

**Subtasks:**

354.01 – Review draft report provided by Ethnoscience and provide comments.

**Assumptions:**

1. Refer to scope of services provided by Ethnoscience.
2. MDT is solely responsible for completing the Section 106 process.

**Deliverables: (Provided by Ethnoscience)**

1. Draft Cultural Resource Inventory Report (PDF)
2. Final Cultural Resource Inventory Report (PDF and CD containing electronic deliverables)

**Task 355 –Categorical Exclusion Environmental Document/Section 4(f) Evaluation (MDT Activity 116)**

**Description of Work:** Complete the environmental documentation and prepare the preliminary Categorical Exclusion, and when applicable, Section 4(f) Evaluation.

**Subtasks:**

355.01 Develop Preliminary Categorical Exclusion (CE) Document using MDT's current CE form. Develop Section 4(f) Evaluation including agency with jurisdiction draft letters.

355.02 Modify Environmental Document/Section 4(f) Evaluation based on MDT/FHWA review comments.

**Assumptions:**

1. MDT is solely responsible for completing the Section 106 process. MDT will prepare the determination of effect and prepare and submit to SHPO or THPO, FHWA and ACHP, memorandum of agreement necessary to complete the Section 106 phase of the project.
2. A Final Environmental Engineering Analysis Report will not be prepared.
3. A Full Section 4(f) Evaluation is not necessary. The Section 4(f) Evaluation will be accomplished through use of a Programmatic 4(f) Evaluation or through a De Minimis Use Evaluation.

**Deliverables:**

1. Draft Categorical Exclusion Documentation Form (PDF)
2. Draft Section 4(f) Evaluation (de minimis, programmatic; Word)
3. Final Categorical Exclusion Documentation Form (PDF)
4. Final Section 4(f) Evaluation (de minimis, programmatic; Word)

## **Series 400 – Geotechnical Investigation**

### **Task 401 – Existing Soils Analysis**

Two (2) staff members from HDR will visit the project site to document the existing conditions, review exposed soil and rock, and identify areas of previous rockfall and note conditions consistent with potential future rockfall. Field notes will be completed and included along with a photographic log of the noted conditions. HDR will then take the field information and compile that data with the photogrammetric data from IMEG as well as the existing soil and rock information from previous projects in the area to develop a geologic model to be the base for the design. The results of the evaluations and review of the existing information will be included in the Preliminary Findings Report to be submitted to the City.

**Assumptions:**

- No additional subsurface information including drilling or test pitting is anticipated. If additional information is deemed necessary, HDR will obtain that information by amendment.

**Deliverables:**

- Preliminary Geotechnical Findings Report

### **Task 402 – Rockfall Analysis**

HDR will perform preliminary rockfall analyses within the proposed trail extents to evaluate the potential for rockfall and the impacts to the trail system. HDR will perform up to four (4) two-dimensional rockfall analyses utilizing the RocScience program RocFall2 at critical cross sections. Additionally, HDR will develop a three-dimensional analysis using ANSYS's ROCKY software. The results of the rockfall analyses and review of the existing soil conditions and available information will be utilized to develop a risk assessment for the project area including hot spots of rockfall areas. The results of the preliminary rockfall analyses will be included in the draft Risk Assessment Report to be submitted to the City. HDR assumes a maximum of one (1) round of review comments. Upon receipt of the Clients comments, HDR will revise and provide a final Risk Assessment Report.

**Assumptions:**

- IMEG to provide Photogrammetric survey in pointcloud format.
- The City will provide available existing information for the project area.
- HDR will have access to the slope to perform the site visit.

**Deliverables:**

- Draft Risk Assessment Report
- Final Risk Assessment Report

## **Series 500 – Preliminary Design (30% Design)**

**Task 501 – Path Alignment Alternative Evaluation**

HDR will work with City Engineering to develop 3D models for up to 3 different alignment alternatives. Autodesk Civil 3D will be used to develop 3D models of the path. Models will be developed using horizontal and vertical alignments with path typical sections and retaining walls.

**Deliverables:**

- 3D models and surfaces of 3 path options.
- Plan view and profile roll plots of each option
- Quantities and Opinion of Probable Construction Costs (OPCC) for each option (including 20% contingency)

**Task 502 – Preliminary Drainage Study and Report**

HDR will prepare a Preliminary Drainage Report documenting the existing and proposed hydrologic and hydraulic analysis for the project.

**Subtasks:**

502.1 – Project Site Visit

Two (2) staff members from HDR will visit the project site to photo-document existing conditions and to become familiar with the drainage patterns within the project-area. Field notes will be completed for the project file and provided to the City.

#### 502.2 – Existing Drainage Patterns Analysis

HDR will review the existing topography mapping, culverts, off-site drainage facilities, and storm drain facilities within the project area. HDR will review available reports and as-builts from area developments and roadways. The existing drainage patterns and facilities will be described in the Preliminary Drainage Report and accompanied by an existing conditions basin map.

#### 502.3 – Existing Hydrologic Analysis

HDR will analyze the existing hydrology and calculate the existing peak flows for the drainage basins within the project-area. One hydrologic method will be utilized for analysis and will be selected in accordance with the City of Billings Stormwater Management Manual (SWMM) as appropriate based on basin sizes and requirements for the proposed hydraulic design. The existing hydrologic analysis will be documented in the Preliminary Drainage Report.

#### 502.4 – Proposed Drainage Patterns Analysis & Preliminary Design

HDR will analyze the proposed drainage patterns and develop a preliminary drainage system design for the new path designed to collect and convey runoff from the path and existing upstream drainage under Zimmerman Trail facilities (e.g., culverts and storm drain pipes). Stormwater management facilities to provide water quantity and/or quality mitigation for the new path will be designed as required in accordance with the SWMM. The same hydrologic method as used for the existing hydrologic analysis will be used for the proposed hydrologic analysis.

The proposed drainage patterns and facilities will be described in the Preliminary Drainage Report and accompanied by a proposed conditions basin map based on the preliminary drainage design.

#### 503.5 – Preliminary Drainage Report

HDR will prepare a Preliminary Drainage Report in accordance with the SWMM for submittal to the City. The report will include a summary of the approach and results for:

- Existing and proposed hydrology calculations (PDF)
- Existing and proposed hydraulic calculations (PDF)

#### **Assumptions:**

- The project is adjacent to the Zimmerman Trail which was recently reconstructed by MDT and included a Final Hydraulics Report to document the hydrologic and hydraulic analysis. The hydrologic analysis for the contributing area upstream of Zimmerman Trail (west) in said Final Hydraulics Report will be utilized for the project (i.e., a new hydrologic analysis for this upstream contributing area will not be completed).



- Detention Pond 1 constructed with the MDT Zimmerman Trail project and the three storm drain pipe outfalls will not be impacted and contributing flows will not increase as a result of the project.
- Detention Pond 2 constructed with the MDT Zimmerman Trail project will not be impacted and contributing flows will not increase as a result of the project.
- Other storm drain pipes and culverts constructed with the MDT Zimmerman Trail project and impacted by the path will be evaluated and may require extension or new downstream crossings.
- The project is subject to City of Billings MS4 permit requirements. Greater than one acre of new impervious area is expected due to the project, but will be evaluated as design progresses.
- Due to steep slopes, energy dissipation will be considered for culverts and/or storm drain pipes for the project.
- Stormwater management facility design may be required for the project for water quality and/or quantity mitigation and will be completed if required.
- Storm drain and stormwater management system design will be in conformance with the City of Billings Stormwater Management Manual.
- There are no FEMA regulatory floodplains or floodways, bridges, or irrigation facilities located within the project limits.
- Autodesk Storm and Sanitary Analysis (SSA) will be used to evaluate gutter spread, inlet designs, and storm sewer pipe hydraulics.
- Additional hydraulic software may be used to evaluate culvert crossings and channels, which may include HY-8, HEC-RAS, Flowmaster, etc.
- The Preliminary Drainage Report will also be made available to MDT for review and comment, however, will be prepared in accordance with the SWMM rather than MDT Hydraulic Activity 170.
- A draft MDT Low Impact Development Practice Analysis Form (MDT-ENV-007) will be completed for the project for documentation.
- Allowable pipe materials for the project will match the City of Billings Specifications.

#### **Deliverables:**

- Draft MDT Low Impact Development Practice Analysis Form (PDF)
- Draft & Final Preliminary Drainage Report (PDF)

### **Task 503 – Preliminary Geotech Analysis**

#### **Subtasks:**

##### **503.1 – Rockfall Mitigation Options**

HDR will utilize the results and recommendations from the Preliminary Geotechnical Report to evaluate potential mitigation options. Energies, bounce heights, and trajectories will be utilized

to develop options such as rockfall barriers, mesh, rock bolting, and alignment adjustments. HDR will utilize current FHWA, WARD, and Montana design methodologies to develop appropriate mitigation options. The design and recommendations will be incorporated into the Geotechnical Engineering Report.

### 503.2 – Retaining Wall Options

HDR will work with roadway and structural design leads to develop retaining wall options for the proposed alignments. Wall options may include fill walls such as gabions, MSE, or rockery systems, and cut walls such as soil nail or post and panel walls. Design will be in accordance with current AASHTO design standards and will be incorporated into the 60% design plans. Reuse of on-site materials including large boulders will be considered to reduce material cost and increase trail aesthetics.

#### **Assumptions:**

- A maximum of three (3) walls systems are anticipated
- A preferred wall system will be determined at the 30% design review meeting.
- An in-person 30% design meeting will be held with the City

#### **Deliverables:**

- Technical Memoranda discussing retaining wall designs and limitations.

### **Task 504 – Alignment Option Exhibits & Alignment Selection**

**Description of Work:** For each alignment option HDR will develop a document or exhibit along with a narrative explanation of the option summarizing the benefits and disadvantages for each option. A final decision on which option to progress further will be made by the City with HDR's support getting through the decision process.

#### **Assumptions:**

- Option exhibits will be 4 pages or less each.
- Up to three alignment options will be evaluated.
- Option exhibits will not include detailed engineering dimensions and will be written for a wide target audience outside of engineering.
- The exhibits will be distributed by the City to key stakeholders for input.
- Draft versions of the exhibits will be shared with City engineering team for comment prior to sharing with additional stakeholders.
- Final decision on preferred alignment will be made no later than Jan 1<sup>st</sup>, 2026

#### **Deliverables:**

- 3 separate 4-page alignment options exhibits and narratives.

### **Task 505 – Scope Of Work Report (MDT Activity 128)**

**Description of Work:** HDR will develop a Scope of Work Report (SOW) using MDT's SOW template. A draft SOW will be submitted to the City and MDT for comment, with comments received being addressed to develop a final report.

**Deliverables:**

- Draft Scope of Work Report
- Final Scope of Work Report

## **Series 600 – 60% Design Plans**

### **Task 601 – 60% Plan Set and Estimate**

HDR will proceed with developing 60% design plans, specs, and estimate of the selected alignment option.

Include the following in the plans:

- Horizontal and vertical alignment of proposed path
- Path typical sections including the proposed pavement design
- Retaining wall alignment, profiles, and details.
- Mass grading plans as needed
- As needed rockfall mitigation plans and details
- Storm drain plan, profile, and detail sheets
- Existing right-of-way limits and right-of-way acquisition needs
- Contractor and staging plans as needed
- Basic landscape restoration (topsoil, seeding, erosion blankets) is included but additional landscape architecture plans can be added by amendment
- Path lighting pole, pole schedule, and electrical quantities can be added by amendment
- Blank Erosion Control plan sheets

**Assumptions:**

- Utility relocations will be handled by others. HDR to review conflicts and provide coordination. One (1) coordination meeting with utility owners is assumed, HDR will provide exhibits and meeting minutes for the coordination meeting.
- 60% OPCC will be based on preliminary quantities and will include a 15% contingency.
- Preliminary project special provision will be developed for 60% design.

**Deliverables:**

- 60% design plans, specs, and construction cost estimate.

### **Task 602 – Final Geotechnical Report**

HDR will prepare a Geotechnical Engineering Report to summarize the results of the Preliminary Design efforts including the rockfall modeling and the retaining wall design(s). This report will include a brief summary of the investigation, the design analyses including rockfall

using RocFall2 and ROCKY, rockfall mitigation designs including potentially scaling, bolting, or mesh, and design analyses for retaining wall options including cut and fill walls. The Report will include the Meeting Minutes from the 30% Design Meeting to be held with the Client.

A draft version of the Geotechnical Engineering Report will be submitted to the Client for review and comment. The report will be submitted as an electronic document.

**Assumptions:**

- A maximum of two (2) rounds of comments for the Geotechnical Engineering Report.

**Deliverables:**

- Draft Geotechnical Engineering Report
- Final Geotechnical Engineering Report

**Task 603 – Drainage Design Updates**

Update the drainage design to incorporate comments/changes from 30% design, as well as from continued project-coordination. Review and provide responses to comments from the City and/or MDT on the Preliminary Drainage Report. Prepare the draft Final Drainage Report in accordance with the SWMM.

**Assumptions:**

- Assumptions developed for Task 502 will apply to this Task.
- The draft Final Drainage Report will also be made available to MDT for review and comment. The report will be prepared in accordance with the SWMM rather than MDT Hydraulic Activity 172.
- One virtual design check-in meeting with the City and MDT Hydraulics is assumed for this task.

**Deliverables:**

- Preliminary Drainage Report comment-responses (PDF)
- Draft and Final Drainage Report (PDF)

**Series 700 – 90% Design Plans**

**Task 701 – 90% Plan Set and Estimate**

Incorporate comments and design revisions from 60% design to develop 90% design plans, specs, and estimate.

**Assumptions:**

- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- 90% OPCC will be based on preliminary quantities and will include a 10% contingency.

- Relevant and recent bid tabs will be provided by the City to supplement Consultant's OPCC to aid in establishing unit costs. Unit costs will be combined with project quantities to develop a for-information-only estimate.

**Deliverables:**

- 90% design plans, specs, and construction cost estimate.

**Task 702 – Additional Drainage Design Updates**

Update the drainage design to incorporate comments/changes from 60% design, as well as from continued project-coordination. Review and provide responses to comments from the City and/or MDT on the draft Final Drainage Report. Update the draft Final Drainage Report.

**Assumptions:**

- Assumptions developed for Task 502 will apply to this Task.
- Significant design changes to the alignments, profiles, or typical sections are not expected upon completion of Task 603.
- The Final Drainage Report will also be made available to MDT, however, will be prepared in accordance with the SWMM rather than MDT Hydraulic Activity 174.
- A Final MDT Low Impact Development Practice Analysis Form (MDT-ENV-007) will be completed for the project for documentation.

**Deliverables:**

- Draft and Final Drainage Report comment-responses (PDF)
- Final MDT Low Impact Development Practice Analysis Form (PDF)
- Final Drainage Report (PDF)

**Task 800 – Final Plans and Estimate**

Incorporate comments and design revisions from 90% design to develop 100% design plans, specs, and estimate.

**Assumptions:**

- Design changes to the alignments, profiles, typical sections, wall types, drainage structure types or other significant design elements are not expected upon completion of Task 701.
- Utility relocations will be handled by others. HDR to review conflicts and provide coordination.
- Updated OPCC will be based on final quantities and will include a 5% contingency.

**Deliverables:**

- 100% design plans, specs, and construction cost estimate.

**Task 900 – Bidding and Post Bid Administrative Assistance****Subtask 901 – Bidding Administrative Assistance**

Prepare bid documents and distribute to prospective bidders. Answer bidder questions and prepare addenda as needed. Schedule and conduct pre-bid meeting.

**Subtask 902 – Post-Bid Administrative Assistance**

Receive, evaluate, and tabulate bids. Assess completeness of bid. Make recommendations to the City on award of contract. Issue Notice of Award.

**Assumptions:**

- Bid openings online, in-person attendance not required.

**Deliverables:**

- Pre-bid Meeting Minutes
- Notice of Award

**Task 950 – Construction Administrative Assistance/CE**

Construction Administrative Assistance may be added by amendment once project design and construction schedule are known.

## Appendix B

### Methods and Times of Payment

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

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

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

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

|                               |                  |
|-------------------------------|------------------|
| 1. Scoping                    | \$11,436         |
| 2. Project Management         | \$94,875         |
| 3. Site Survey                | \$49,169         |
| 4. Preliminary Field Report   | \$18,530         |
| 5. Environmental Compliance   | \$53,164         |
| 6. Geotechnical Investigation | \$86,241         |
| 7. Preliminary Design         | \$277,230        |
| 8. 60%, 90%, and Final Design | \$189,837        |
| 9. Bidding                    | \$8,291          |
| <b>Total</b>                  | <b>\$788,773</b> |

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

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

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

### Section 3. Corrections.

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

### Section 4. Fee Increases

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



## **Appendix C**

### **Additional Services of Engineer**

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

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

## **Appendix D**

### **Schedule of Professional Fees**

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Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustments. Hourly rates for services effective on the date of this Agreement are included below. Hourly rates within the bounds of T.A. Grant scope of work will be subject to the requirements of the Grant and pursuant LAG Agreement.

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



**MONTANA AREA  
2025 HOURLY RATE SCHEDULE**

| BILLING CLASSIFICATION                    | RATE RANGES |   |           |
|-------------------------------------------|-------------|---|-----------|
| ENGINEERS                                 |             |   |           |
| Design Engineers                          | \$ 120.00   | - | \$ 245.00 |
| Project Engineers / Project Managers      | \$ 160.00   | - | \$ 290.00 |
| Sr Engineers / Sr Project Managers        | \$ 210.00   | - | \$ 350.00 |
| Project Principal / Sr Technical Advisors | \$ 250.00   | - | \$ 350.00 |
| DESIGNERS / TECHNICIANS / INSPECTORS      | \$ 80.00    | - | \$ 250.00 |
| CADD / BIM Specialist                     | \$ 80.00    | - | \$ 210.00 |
| Project Support                           | \$ 80.00    | - | \$ 230.00 |

**2025 CHARGEABLE EXPENSE SCHEDULE**

Direct project expenses will be charged at the rates listed below unless a separate rate is negotiated for a specific project.

**SUBSISTENCE (PER DIEM)**

Subsistence such as meals and lodging while out on a project will be charged at actual cost or at the per diem rate negotiated for a specific project.

**TRAVEL**

Travel expenses will be charged at the following rates unless a separate rate is negotiated for a specific

|                            |    |                   |
|----------------------------|----|-------------------|
| Vehicles                   | \$ | 0.75 /mile        |
| Rental Vehicles & Aircraft | \$ | Actual Cost /mile |



## **2025 CHARGEABLE EXPENSE SCHEDULE (continued)**

### **TELEPHONE/FAX/POSTAGE**

Long distance calls, telegrams, fax, cellular phone, and any special class postage will be charged at actual

### **SPECIAL EQUIPMENT CHARGES**

|                                    |    |          |
|------------------------------------|----|----------|
| Electronic Distance Measuring      | \$ | 10 /hr.  |
| GPS - Handheld                     | \$ | 20 /hr.  |
| GPS - Survey Grade                 | \$ | 50 /hr.  |
| Manta 3-Phase Test Set             | \$ | 40 /hr.  |
| Meggar Testing Equipment           | \$ | 250 /day |
| Soil Resistivity Testing Equipment | \$ | 500 /day |
| UTV                                | \$ | 350 /day |

### **PRINTING**

Based on Product Code - See Next Page for additional information

|                                                       |    |          |
|-------------------------------------------------------|----|----------|
| SURVEYING SUPPLIES (Includes: Flagging, Stakes, Etc.) | \$ | 50 /mile |
|-------------------------------------------------------|----|----------|

### **SUBCONSULTANTS**

Subconsultants and expenses may be subject to markup

### **OVERHEAD**

Overhead costs, such as rent, insurance, utilities, office furniture, employee benefits, and taxes are included in the hourly billing rates.

| US Rates - Project Offices Only      |                             |                             |                             |                             |                             |         |            |                      |
|--------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|---------|------------|----------------------|
| (Prices shown below in US dollars)   |                             |                             |                             |                             |                             |         |            |                      |
| Copier Options                       |                             |                             |                             |                             |                             |         |            |                      |
| Description                          | Lease 12<br>MTH<br>Payments | Lease 24<br>MTH<br>Payments | Lease 36<br>MTH<br>Payments | Lease 48<br>MTH<br>Payments | Lease 60<br>MTH<br>Payments | BW CPC* | Color CPC* | Supplies<br>Included |
| (1) Standard Ricoh IM C2500          | \$244.80                    | \$131.38                    | \$95.20                     | \$77.67                     | \$65.48                     | 0.0065  | 0.029      | YES                  |
| (2) With Fax                         | \$280.64                    | \$150.61                    | \$109.14                    | \$89.04                     | \$75.07                     |         |            |                      |
| (3) With Wi-Fi                       | \$265.30                    | \$142.38                    | \$103.18                    | \$84.17                     | \$70.96                     |         |            |                      |
| (4) With Staple                      | \$285.19                    | \$153.06                    | \$110.91                    | \$90.48                     | \$76.28                     |         |            |                      |
| (5) With Staple & Hole Punch         | \$310.10                    | \$166.42                    | \$120.60                    | \$98.38                     | \$82.94                     |         |            |                      |
| (6) With Staple & Fax                | \$321.03                    | \$172.29                    | \$124.85                    | \$101.85                    | \$85.87                     |         |            |                      |
| (7) With Staple, Hole Punch, & Fax   | \$345.94                    | \$185.66                    | \$134.54                    | \$109.75                    | \$92.53                     |         |            |                      |
| (8) With Wi-Fi & Staple              | \$305.69                    | \$164.06                    | \$118.89                    | \$96.99                     | \$81.76                     |         |            |                      |
| (9) With Wi-Fi, Staple, & Hole Punch | \$330.60                    | \$177.43                    | \$128.57                    | \$104.89                    | \$88.42                     |         |            |                      |
| Plotter Options                      |                             |                             |                             |                             |                             |         |            |                      |
| Description                          | Lease 12<br>MTH<br>Payments | Lease 24<br>MTH<br>Payments | Lease 36<br>MTH<br>Payments | Lease 48<br>MTH<br>Payments | Lease 60<br>MTH<br>Payments | BW CPC* | Color CPC* | Supplies<br>Included |
| IM CW2200 - Standard                 | \$691.75                    | \$365.45                    | \$238.27                    | \$193.19                    | \$162.84                    | 0.0127  | 0.0489     | NO                   |
| IM CW2200 - Second Paper Roll Arm    | \$818.41                    | \$432.34                    | \$280.93                    | \$228.00                    | \$192.18                    |         |            |                      |

| Canadian Rates - Project Offices Only    |                             |                             |                             |                             |                             |         |            |                      |
|------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|---------|------------|----------------------|
| (Prices shown below in Canadian dollars) |                             |                             |                             |                             |                             |         |            |                      |
| Copier Options                           |                             |                             |                             |                             |                             |         |            |                      |
| Description                              | Lease 12<br>MTH<br>Payments | Lease 24<br>MTH<br>Payments | Lease 36<br>MTH<br>Payments | Lease 48<br>MTH<br>Payments | Lease 60<br>MTH<br>Payments | BW CPC* | Color CPC* | Supplies<br>Included |
| (1) Standard Ricoh IM C2500              | \$443.60                    | \$230.35                    | \$164.70                    | \$131.50                    | \$111.60                    | 0.0128  | 0.0748     | YES                  |
| (2) With Fax                             | \$465.78                    | \$241.87                    | \$172.94                    | \$138.08                    | \$117.18                    |         |            |                      |
| (3) With Wi-Fi                           | \$481.75                    | \$250.16                    | \$178.86                    | \$142.81                    | \$121.20                    |         |            |                      |
| (4) With Staple                          | \$494.61                    | \$256.84                    | \$183.64                    | \$146.62                    | \$124.43                    |         |            |                      |
| (5) With Staple & Hole Punch             | \$528.77                    | \$274.58                    | \$196.32                    | \$156.75                    | \$133.03                    |         |            |                      |
| (6) With Staple & Fax                    | \$516.79                    | \$268.36                    | \$191.88                    | \$153.20                    | \$130.01                    |         |            |                      |
| (7) With Staple, Hole Punch, & Fax       | \$550.95                    | \$286.09                    | \$204.56                    | \$163.32                    | \$138.61                    |         |            |                      |
| (8) With Wi-Fi & Staple                  | \$532.76                    | \$276.65                    | \$197.80                    | \$157.93                    | \$134.03                    |         |            |                      |
| (9) With Wi-Fi, Staple, & Hole Punch     | \$566.92                    | \$294.39                    | \$210.49                    | \$168.06                    | \$142.62                    |         |            |                      |
| Plotter Options                          |                             |                             |                             |                             |                             |         |            |                      |
| Description                              | Lease 12<br>MTH<br>Payments | Lease 24<br>MTH<br>Payments | Lease 36<br>MTH<br>Payments | Lease 48<br>MTH<br>Payments | Lease 60<br>MTH<br>Payments | BW CPC* | Color CPC* | Supplies<br>Included |
| IM CW2200 - Standard                     | \$1,065.00                  | \$555.84                    | \$399.28                    | \$320.60                    | \$272.84                    | 0.0330  | 0.0430     | NO                   |
| IM CW2200 - Second Paper Roll Arm        | \$1,210.59                  | \$630.55                    | \$452.98                    | \$362.68                    | \$306.55                    |         |            |                      |

\*All Cost-Per-Click (CPC) rates listed are for each 8.5x11 size print for copiers; 11x17 count as two clicks. For plotters the CPC rate is for each square foot.

## **Appendix E**

### **Project Schedule**

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Based on a notice to proceed by Billings date no later than March 1, 2025, the completion date for the Engineer's work through final design shall be:

- A. Submittals and Meetings
  - 1. Preliminary Design – December 2025
  - 2. City Council Meeting – March 2026
- B. Final Design – June 2026

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

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

## City Council Regular

**Date:** 02/24/2025  
**Title:** Consultant Contract - 21st Street Underpass Improvement Study  
**Presented by:** Lora Mattox  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

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### RECOMMENDATION

Staff recommends the City Council approve the Consultant Agreement with Kittelson & Associates to complete the 21<sup>st</sup> Street Underpass Safety, Roadway, and Multi-Modal Access Improvement Study. This approval will authorize the Mayor to sign the agreement and allow the issuance of the notice to proceed.

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

The 21st Street Underpass in Billings, Montana, is a critical infrastructure project aimed at improving connectivity and addressing safety concerns in the area. This underpass serves as a vital link between different parts of the city, providing access for pedestrians, cyclists, and vehicles beneath the BNSF Railway tracks. Over the years, the underpass has faced challenges such as outdated roadway conditions, limited accessibility for non-motorized users, and operational constraints due to its proximity to the railroad.

The project is focused on addressing these issues by enhancing safety, improving multi-modal accessibility, and upgrading the roadway to meet modern standards. A key component of the project is the close coordination with BNSF Railroad to ensure that construction and operations align with railroad requirements while minimizing disruptions. With its emphasis on safety, accessibility, and collaboration, the 21st Street Underpass project plays a significant role in supporting Billings' transportation infrastructure and fostering a more connected community.

Billings Public Works Engineering has the 21<sup>st</sup> Street Underpass project listed in the FY25-FY29 CIP for reconstruction in FY2028. This study will assist the city in identifying critical components of the project prior to developing design.

The 21st Street Underpass project focuses on:

1. **Safety:** Identifying and mitigating safety hazards for motorized and non-motorized users.
2. **Multi-Modal Accessibility:** Improving access for pedestrians, cyclists, and vehicles.
3. **Roadway Improvements:** Evaluating and upgrading roadway conditions to enhance functionality.
4. **Railroad Coordination:** Working closely with BNSF Railroad to address operational constraints and secure necessary approvals.

The project scope of work includes:

#### 1. Project Initiation and Planning

- Conduct a kickoff meeting with stakeholders, including representatives from the Montana Department of Transportation, City of Billings, and BNSF Railroad.
- Develop a detailed project plan outlining scope, objectives, deliverables, and timeline.
- Establish a project team and assign responsibilities.
- Review existing documentation, plans, and safety records related to the underpass.

#### 2. Data Collection and Analysis

- Conduct a field review of the underpass, focusing on safety conditions, signage, lighting, and visibility.
- Analyze traffic flow patterns, including counts during train activity at the 27th Street crossing.
- Identify current and potential safety hazards.

#### 3. Stakeholder Engagement

- Maintain communication with BNSF Railroad to understand their operational needs.
- Conduct public outreach to gather community input on safety concerns and improvement priorities.

- Collaborate with local law enforcement and emergency services to gain insights on safety issues.

#### 4. Safety Improvement Strategies

- Develop a safety improvement plan based on data analysis and stakeholder feedback.
- Propose roadway design solutions, including lighting, signage, and access enhancements.
- Consider the integration of advanced monitoring technologies.

#### 5. Multi-Modal Accessibility

- Evaluate current accessibility for non-motorized users.
- Propose solutions such as widened pathways, bike lanes, and ADA-compliant features.

#### 6. Roadway Improvements

- Assess and propose enhancements to roadway conditions, including pavement rehabilitation and intersection upgrades.
- Ensure alignment with current and future transportation plans.

#### 7. Coordinated Planning with Railroads

- Work closely with BNSF Railroad to address scheduling and operational requirements.
- Identify permissions and approvals needed for proposed improvements.

#### 8. Financial Planning

- Utilize \$7,400 in MPO-designated funds for planning activities.
- Develop a planning-level budget for safety, multi-modal, and roadway improvements.
- Identify and pursue additional funding sources and grants.

#### 9. Regulatory Compliance and Permitting

- Ensure compliance with local, state, and federal regulations.
- Outline the permitting process for construction and modifications.

The consultant selection process followed the City of Billings procurement guidelines, including:

1. Issuing a Request for Proposals (RFP) detailing the project scope and evaluation criteria.
2. Evaluating proposals based on qualifications, relevant experience, and cost-effectiveness.
3. Conducting interviews, if necessary, with shortlisted candidates.
4. Selecting the consultant who best meets the project's needs.

The MPO received two proposals for the project: one from Dowl and another from Kittelson & Associates. Both firms proposed a budget of \$150,000. The selection committee reviewed and rated the firms on the following criteria for rating proposals: Consultant Experience, Project Methodology, Key Staff, and Cost. Based on these criteria, the selection committee chose Kittelson & Associates for their extensive experience with numerous transportation projects in Billings over the past 20 years and their deep expertise in transportation planning. As the lead consultant, Kittelson is partnering with HDR Engineering, whose significant railroad expertise adds further value to the collaboration.

Per the City's Consulting Agreement, payment for this project is set at a not to exceed amount of \$150,000. Payments will be made monthly based on invoices submitted by the Consultant. These invoices and payments will align with the costs for Project Tasks outlined in Exhibit A: Scope of Work and Exhibit B: Project Cost.

## STAKEHOLDERS

Stakeholder and community engagement will play a key role in the development of this study. Kittelson is proposing numerous outreach techniques to engage the community in this project.

The first phase of outreach will be focused on the concerns and priorities of key community partners, which will include the City of Billings, Montana Department of Transportation, Downtown Billings Alliance, Big Sky Economic Development, and emergency services including fire, police, and hospitals. This will include the formation of a Project Advisory Committee (PAC) we anticipate will engage in Phases 1 and 2. Past project work in and near downtown Billings has allowed the team to cultivate existing relationships with local stakeholders and community champions. Phase 1 will also include community outreach through web-based virtual public engagement that will include a



webpage linked to the City website including a project description and a survey to gather input on issues and priorities regarding the use of the underpass. Anticipated key community partners include BNSF Railway, private property owners, Billings Chamber of Commerce, Billings City Council, Montana Department of Transportation, Downtown Billings Alliance, Big Sky Economic Development, and emergency service providers.

The second phase of outreach will be directed at the key stakeholders and the broader Billings public, which will provide an opportunity for both groups to review and comment on the conceptual project alternatives. This will be conducted through a website which will include a summary of proposed improvement strategies and a second survey.

## **ALTERNATIVES**

City Council May:

- Approve the consulting contract with Kittelson & Associates to complete the 21st Street Underpass Study. This approval will enable the city to thoroughly evaluate the opportunities and constraints associated with reconstructing this vital connection; or,
- Not Approve the consulting contract with Kittelson & Associates. Without approval, the city will face limitations in understanding the opportunities and challenges involved in the reconstruction of this key connection and further delay any work on the underpass as approved in the current CIP.

## **FISCAL EFFECTS**

The 21<sup>st</sup> Street Underpass project was originally identified in the FY24 Unified Planning Work Program (UPWP) through the Metropolitan Planning Organization (MPO). The original budget for this study was \$100,000, however, the MPO was unsuccessful in the bidding of this project. With that in mind, the MPO carried this project into the FY25 UPWP and increased the budget to \$150,000. Successfully bid, this project is funded through the MPO's Transportation PL funds paying for 60% of the project. The remaining 40% is being funded through the Planning Division.

Public Works Engineering has identified this project for reconstruction in FY28. The project is proposed to use State Transportation Urban funds that are allocated to the MPO. The project is budgeted at \$5,000,000. Due to the Urban funds, no local funds have been allocated to the project at this time.

## **SUMMARY**

The 21st Street Underpass Study is a vital step toward addressing safety and accessibility concerns while supporting the city's long-term transportation goals. Approval to select a consultant will enable us to move forward with this important project.

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### **Attachments**

21st Street Project Contract



## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_ by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and Kittelson & Associates, Inc., 101 S. Capitol Boulevard, Suite 600, Boise, Idaho 83702, hereinafter referred to as "**CONSULTANT**."

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to develop the 21<sup>st</sup> Street Underpass Safety, Roadway, and Multi-Modal Access Improvement Study and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

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

**1.     PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

**2.     TERM:** This **AGREEMENT** shall be for a period of nine (9) months, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for six (6) months by mutual agreement of both parties, in writing, thirty (30) days prior to termination of each term.



**3. PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$150,000.00.

Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

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

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

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

6. **INDEMNITY:**

The **CONSULTANT** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify and hold **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify and hold the **CONSULTANT** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and

expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

**7. INSURANCE:**

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

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

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

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

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

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

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

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

### **Specific Insurance Requirements for Cyber/Data Information Security:**

**CONSULTANT** shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA.

If **CONSULTANT** maintains higher limits than the minimums shown above, the **CITY** requires and shall be entitled to coverage for the higher limits maintained by the **CONSULTANT**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **CITY**.

Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgements as may be caused by any act, omission, or negligence of the **CONSULTANT'S** officers, agents, representatives, assigns or subcontractors.

Note: If occurrence coverage is unavailable or cost-prohibitive, the CITY will accept 'claims made' coverage providing the following conditions are met:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
  2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and,
  3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Proposer must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.
8. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

#### A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform. All services under this **AGREEMENT** shall be performed with the care and skill utilized by members of **CONSULTANT'S** profession practicing under similar circumstances at the same time and in the same locale.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

9. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.
- B. For this project, the Project Manager for **CONSULTANT** designated is John Ringert and the Project Manager for the **CITY** designated is Lora Mattox.

10. **DBE GOALS AND NONDISCRIMINATION:**

**DBE Goals**

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize





DBE firms if applicable. A Montana certified DBE Consultant list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>

#### Nondiscrimination Compliance

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

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Rev. 01/2022

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

#### Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

#### State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

**A. Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**B. Non-discrimination:**

a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of



subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.

b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:

i. A statement that the PARTY does not discriminate on the grounds of any protected classes.

ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

iv. Information on how to request information in alternative accessible formats.

c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

**C. Participation by Disadvantaged Business Enterprises (DBEs):**

a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at [mdt.mt.gov/business/contracting/civil/dbe.shtml](http://mdt.mt.gov/business/contracting/civil/dbe.shtml)

b. By signing this agreement, the PARTY assures MDT that:

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

c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

**D. Solicitation for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive

bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

**E. Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**F. Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

**G. Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

*Federal*

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for

Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

#### *State*

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

H. **Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

11. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all

applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

12. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
13. **CONFLICT OF INTEREST:** **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
14. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
15. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
16. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
17. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

18. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.

**19. SYSTEM SECURITY:** The **CONSULTANT** shall ensure systems delivered under this **AGREEMENT** are adequately secure. For purposes of this **AGREEMENT**, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the **CITY** or State's use of its data and information technology or permit unauthorized access to the **CITY** or State's data or information technology.

The **CITY** and State have established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, **CONSULTANT** shall provide reasonable proof, through independent audit reports, security scans of operating systems, code or the technology environment provided; that the system specified under this **AGREEMENT** meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the **CITY** or State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Prohibited Activities and Spoofing. **CONSULTANT**, Licensor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the **CITY** or State's network or interfere or attempt to interfere with the **CITY** or State's systems, networks, authentication measures, servers or equipment, or with the use of or access to the **CITY** or State's network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the **CITY** or State's network or other systems; and (iii) attempting to portray itself as the **CITY** or State, or an affiliate of the **CITY** or State, or otherwise attempting to gain access, without authorization, via the **CITY** or State's network or systems to any account or information technology resource not belonging to **CON**

**SULTANT**, Licensor or its officers, employees, agents, subcontractors, and affiliated users ("Spoofing"). **CONSULTANT** or Licensor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the billings.mt.gov or mt.gov domains or engage in Email Spoofing. Email Spoofing is the creation of email messages with a forged sender address. For example, Email Spoofing includes creating or sending emails using the **CITY** or State's domain.

**20. OWNERSHIP OF DOCUMENTS:** Upon final payment to **CONSULTANT**, all information relating to the project and prepared under



the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request. Notwithstanding the foregoing, **CONSULTANT** shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the **CITY** in the performance of this **AGREEMENT** shall also remain the property of the **CONSULTANT**.

21. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.
22. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
23. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
24. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
25. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
26. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made



in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

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

**CITY OF BILLINGS, MONTANA**

**KITTELSON & ASSOCIATES, INC.**

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

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

**JOHN RINGERT**

**PRINT NAME**

**APPROVED AS TO FORM:**

**SENIOR PRINCIPAL ENGINEER**

**PRINT TITLE**

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

**ATTEST:**

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



## EXHIBIT A SCOPE OF WORK

### Project Tasks

Throughout the Transportation Planning Process, the Consultant shall provide the following:

- Bi-weekly project management reports to the City/County Planning Division.
- Copies of any public announcements and community meeting sign-in sheets (or similar)
- Steering Committee Meetings' minutes (or similar)

#### 1. Project Initiation and Planning:

- Conduct an in-person kickoff meeting with stakeholders, including representatives from Montana Department of Transportation, City of Billings, and BNSF Railroad, and others deemed vital (In-person trip #1). This may be combined with, or serve as, the first Steering Committee meeting.
- Develop a project process outlining the project's scope, objectives, deliverables, and timeline.
- Conduct an initial review of existing documentation, plans, and safety records related to the underpass.

#### *Deliverables:*

- *Project updates via bi-weekly reports or update meetings.*
- *Attend an in-person project kick-off meeting with City and key stakeholders. This meeting may also serve as the first Steering Committee meeting.*
- *Summary of the scope, objectives, deliverables, and schedule.*

#### 2. Data Collection and Analysis:

- Obtain as-built plans from the City, MDT, and/or BNSF Railroad for the following:
  - A. 21<sup>st</sup> Street (south of Minnesota Street to north of Montana Street)

- B. Montana Street (in vicinity of 21<sup>st</sup> Street)
- C. Minnesota Avenue (in vicinity of 21<sup>st</sup> street)
- D. Railroad overpass
- Conduct a field review of the underpass, analyzing current safety conditions, signage, lighting, and visibility. This will include:
  - A. Traffic Analysis: Evaluate traffic flow and patterns including:
    - Collect up to four new traffic counts during the weekday AM and PM peak hour periods at intersections on 21<sup>st</sup> Street and 27<sup>th</sup> Street.
    - Evaluate the existing AM and PM peak hour level of service at the study in intersections on 21<sup>st</sup> Street and 27<sup>th</sup> Street at Minnesota St and Montana Street.
    - Estimate 2045 peak hour traffic conditions utilizing traffic projection information provided by the City through their regional travel demand model and evaluate the 2045 peak hour levels of service at the study intersections.
    - Conduct 24-hour traffic counts on 21<sup>st</sup> Street and 27<sup>th</sup> Street, including truck counts, and evaluate use of the crossings by types of vehicles. To the extent possible, estimate the amount of traffic flow shift to 21<sup>st</sup> Street that occurs during a train crossing.
  - B. Safety: Evaluation:
    - 1. Obtain crash data from MDT for the past five years and identify crash characteristics on 21<sup>st</sup> Street in the vicinity of the overpass.
    - 2. Review roadway lighting and other geometric elements of the roadway that can affect safety.
    - 3. Evaluate the existing level of stress for pedestrians and bicycles and compare to the Pedestrian and Bicycle Master Plan.
  - C. Structure Evaluation: Evaluate current bridge conditions from existing information. This will include an evaluation of construction impacts associated with structure improvements.

- D. Drainage & Hydraulics: Review available plans, as-builts, and geotechnical information, available through the City or other stakeholders.

*Deliverables:*

- *Existing conditions technical memorandum (draft and final).*

3. Stakeholder Engagement:

- Establish regular communication channels with BNSF Railroad to understand their operational requirements and constraints.
- Conduct public outreach and community engagement activities to gather input on safety concerns and improvement priorities. This will include:
  - A. Preparation of a public engagement plan summary at the start of the project.
  - B. Media Relations: Consultant will coordinate with the City to utilize the City social media for public announcements.
  - C. Prepare a web site for use in public outreach. City will provide link on City web page.
  - D. Prepare and manage a stakeholder contact and comment database.
  - E. Attendance at three (3) Steering Committee meetings which may be in-person or virtual depending on dates. The City will identify committee members and provide the opportunity for comment by the consultant team. The meetings are assumed to be the following:
    - 1. Introduction: In-person meeting assumed to be the same day or part of the project kick-off meeting in Billings (See Task 1). A virtual meeting is assumed if a separate meeting is required that is not on the same day as the kick-off meeting.
    - 2. Findings & Draft Strategies: In person meeting (in-person trip #2).
    - 3. Draft plan recommendations: Virtual meeting
  - F. Stakeholder meetings: Stakeholder meetings: Attend up to five (5) stakeholder meetings. Meetings are assumed to occur while project team is already in Billings for other project meetings or to be virtual.

The meetings are assumed to be at different junctures of the project depending on the stakeholder.

G. Phase 1 Community Outreach:

1. Prepare a web page with a description of project and survey focused on existing conditions and needs. All announcements will be through the City social media.

H. Phase 2 Community Outreach:

1. Web-based open house with summary of findings and alternatives. A survey will also be conducted focused on the alternatives. All announcements will be through the City social media.
- Engage with local law enforcement and emergency services for insights into safety issues.
- A. Obtain contact information from the City and make contact with emergency service providers that serve downtown Billings.

*Deliverables:*

- *Engagement plan.*
- *Meeting notes from up to three (3) Steering Committee meetings.*
- *Meeting notes from up to five (5) stakeholder meetings*
- *Phase 1 stakeholder/public survey and summary.*
- *Phase 2 community/stakeholder web-based open house, survey, and summary.*

4. Safety Improvement Strategies:

- Develop safety improvement strategies for the underpass based on data analysis and stakeholder input.
- Propose roadway design solutions to enhance safety, including improved lighting, signage, and non-motorized access.
- Identify alternatives for railroad structure improvements.
- Consider advanced technologies for real-time monitoring of underpass conditions.

*Deliverables:*

- *Summary list of potential safety improvement strategies along with a findings related to feasibility and constraints.*

5. Multi-Modal Accessibility:

- Evaluate the underpass' accessibility for options to improve both motorized and non-motorized users.
  - A. Evaluate the level of traffic stress for pedestrians and bicycles.
  - B. Identify elements not meeting ADA requirements.
- Propose improvements to accommodate pedestrians, cyclists, and other non-motorized transportation modes.
- Consider enhancements such as widened pathways, bike lanes, and ADA-compliant features.

*Deliverables:*

- *Summary list of potential multi-modal improvement strategies along with a findings related to feasibility and constraints.*

6. Roadway Improvements:

- Assess the condition of the roadway leading to and from the underpass based on the existing conditions analysis.
- Obtain roadway pavement conditions and anticipated rehabilitation needs information from the City. No pavement borings, geotechnical investigations, pavement analysis are assumed.
- Obtain water table and other geotechnical information from existing data available to the team or provided by the City and evaluate drainage options. No borings or other geotechnical investigations are assumed. No hydrologic or hydraulic analysis will be completed for the study. A drainage report will not be developed for the study.
- Propose roadway improvements, including pavement rehabilitation, intersection upgrades, and traffic flow optimization. Proposed improvements will consider transportation plans and future transportation projects to ensure compatibility with existing and future transportation plans.

- Develop a conceptual design layout of the proposed improvements based on the outcome of the analysis.
- Summarize the results Tasks 4, 5 and 6 in a strategies memorandum.

*Deliverables:*

- A. Improvement strategies memorandum (draft and final)*
- B. Concept design figure identifying preliminary recommendations for improvements.*

7. Coordinated Planning with Railroads:

- Collaborate closely with BNSF Railroad to understand their scheduling, operational needs, and safety requirements during train usage.
- Schedule and attend periodic update meetings with BNSF Railroad.
- Identify necessary permissions and approvals for proposed improvements.

*Deliverables:*

- A. Meeting summaries from meetings with BNSF*

8. Planning Level Financial Planning:

- Coordinate with the City to determine how to utilize \$7,400 of total project funds designated by the MPO for Safe and Accessible Transportation Options Planning Activities. If necessary, track the work associated with these funds in a separate task.
- Develop a planning level budget for the project, including cost estimates for safety, multi-modal, and roadway improvements.
- Explore additional funding sources and grant opportunities based on information provided by the City and experience on other projects.

9. Regulatory Compliance and Permitting:

- Assess the regulatory compliance and permitting needs in order to comply with local, state, and federal regulations. This will include considerations for the design elements, drainage approach, right-of-way needs, property ownerships, and anticipated funding sources. No environmental field work or environmental evaluation is included.

10. Draft Study:

- Develop final report that includes a phased implementation plan based on prioritized improvements and coordination with railroad schedules.
- Establish timelines for each phase of implementation.
- A draft of the report will be submitted to the City for review. The City will utilize a preliminary study review phase, during which the steering committee and other stakeholders will provide feedback and suggestions for corrections.

*Deliverables:*

*A. Draft report*

11. Final Draft Study/Review Schedule:

- Prepare a final report, incorporating comments on the draft report.
- The consultant will support the City in the Transportation Planning Process, which involves reviewing and approving documents. This schedule encompasses up to five project presentations to various entities such as the Technical Advisory Committee (TAC), Planning Board, City Council (work session), Board of County Commissioners, and the Policy Coordinating Committee (PCC). The following presentations are assumed:
  - A. Planning Board & TAC: Virtual presentation
  - B. City Council Work Session: In person presentation (In-person trip #3)
  - C. Board of County Commissioners: Virtual presentation
  - D. City Council Virtual: Virtual presentation

*Deliverables*

- *Final report with electronic version of the Plan that may be posted to websites, and easily sent to stakeholders.*
  - *Electronic version of the Executive Summary as a standalone document*
  - *Up to 10 printed copies of the plan and digital copy with native files.*
- *Draft presentations and final presentations*

## EXHIBIT B PROJECT COST

| PROJECT TASK                                | TOTAL    |
|---------------------------------------------|----------|
| 1) <i>Project Initiation &amp; Planning</i> | \$8,100  |
| 2) <i>Data Collection &amp; Analysis</i>    | \$16,800 |
| 3) <i>Stakeholder Engagement</i>            | \$29,000 |
| 4) <i>Safety Improvement Strategies</i>     | \$6,400  |
| 5) <i>Multi-modal Accessibility</i>         | \$6,500  |
| 6) <i>Roadway Improvements</i>              | \$6,500  |
| 7) <i>Coordination with Railroads</i>       | \$9,600  |
| 8) <i>Planning Level Financial Planning</i> | \$7,800  |
| 9) <i>Regulatory Compliance</i>             | \$4,000  |
| 10) <i>Draft Study</i>                      | \$43,600 |
| 11) <i>Final Study/Review Schedule</i>      | \$11,700 |

**Total: \$ 150,000**



## Kittelson & Associates Billing Rates



**City of Billings**  
**Rate Schedule**  
*As of November 2024*

| <b>Classification</b>              | <b>Hourly<br/>Rate</b> | <b>Overhead @<br/>205.03%</b> | <b>Profit @<br/>12%</b> | <b>Hourly<br/>Billing Rate*</b> |
|------------------------------------|------------------------|-------------------------------|-------------------------|---------------------------------|
| Senior Principal Engineer/Planner  | \$86.52                | \$177.39                      | \$31.67                 | \$295.58                        |
| <i>Brehmer, Christopher</i>        | <i>\$88.49</i>         | <i>\$181.43</i>               | <i>\$32.39</i>          | <i>\$302.31</i>                 |
| <i>Daleiden, Andrew</i>            | <i>\$83.66</i>         | <i>\$171.53</i>               | <i>\$30.62</i>          | <i>\$285.81</i>                 |
| <i>Ringert, John</i>               | <i>\$86.06</i>         | <i>\$176.45</i>               | <i>\$31.50</i>          | <i>\$294.01</i>                 |
| Principal Engineer/Planner         | \$74.94                | \$153.66                      | \$27.43                 | \$256.03                        |
| Associate Engineer/Planner         | \$66.11                | \$135.55                      | \$24.20                 | \$225.86                        |
| Senior Engineer/Planner            | \$54.09                | \$110.90                      | \$19.80                 | \$184.78                        |
| Engineer/Planner                   | \$43.68                | \$89.56                       | \$15.99                 | \$149.22                        |
| Transportation Analyst             | \$37.93                | \$77.78                       | \$13.89                 | \$129.60                        |
| Technician I                       | \$31.58                | \$64.74                       | \$11.56                 | \$107.88                        |
| Technician II                      | \$36.63                | \$75.11                       | \$13.41                 | \$125.15                        |
| Senior Technician                  | \$43.82                | \$89.85                       | \$16.04                 | \$149.71                        |
| Associate Technician               | \$53.94                | \$110.59                      | \$19.74                 | \$184.27                        |
| Office Support                     | \$32.25                | \$66.12                       | \$11.80                 | \$110.18                        |
| Data Analyst / Software Technician | \$48.96                | \$100.38                      | \$17.92                 | \$167.26                        |
| Senior Data Scientist/Developer    | \$65.01                | \$133.29                      | \$23.80                 | \$222.10                        |

\*Average classification rates are shown above along with actual rates for key personnel. The above rates are for budgeting purposes only and additional staff may be billed at the time services are performed.



## EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2025

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

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

|                                                                                                            |  |                                                                                                                                                                        |  |               |
|------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|
| <b>PRODUCER</b><br>Edgewood Partners Insurance Agency<br>3780 Mansell Rd. Suite 370<br>Alpharetta GA 30022 |  | <b>CONTACT NAME:</b> Greyling COI Specialist<br><b>PHONE (A/C No. Ext):</b> 770.552.4225<br><b>FAX (A/C No.):</b><br><b>E-MAIL ADDRESS:</b> greylingcerts@greyling.com |  |               |
| <b>INSURED</b><br>Kittelson & Associates, Inc.<br>225 E Robinson St Ste 355<br>Orlando FL 32801-4326       |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                   |  | <b>NAIC #</b> |
|                                                                                                            |  | <b>INSURER A:</b> Allmerica Financial Benefit Ins Co                                                                                                                   |  | 41840         |
|                                                                                                            |  | <b>INSURER B:</b> XL Specialty Insurance Company                                                                                                                       |  | 37885         |
|                                                                                                            |  | <b>INSURER C:</b> The Hanover American Insurance Company                                                                                                               |  | 36064         |
|                                                                                                            |  | <b>INSURER D:</b> The Hanover Insurance Company                                                                                                                        |  | 22292         |
|                                                                                                            |  | <b>INSURER E:</b>                                                                                                                                                      |  |               |
| <b>INSURER F:</b>                                                                                          |  |                                                                                                                                                                        |  |               |

#### COVERAGES

CERTIFICATE NUMBER: 38532895

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> WA Stop Gap<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJCT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | ZZAD78128006  | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>WA Stop Gap \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                               | Y         | Y        | AW2D78128707  | 1/1/2025                | 1/1/2026                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                       |
| D        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                                               | Y         | Y        | UHAD78128107  | 1/1/2025                | 1/1/2026                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                                          |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                            |           | Y        | WMAD78128906  | 1/1/2025                | 1/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                              |
| B        | Professional Liability Incl. Pollution                                                                                                                                                                                                                                                                                                                                  |           | Y        | DPR5038158    | 1/1/2025                | 1/1/2026                | Per Claim Aggregate \$5,000,000<br>\$5,000,000                                                                                                                                                                                                                        |

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

Re: KAI PN 31229 - the 21st Street Underpass Safety, Roadway, and Multi-Modal Access Improvement Study.

CITY OF BILLINGS, MONTANA is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

#### CERTIFICATE HOLDER

CITY OF BILLINGS, MONTANA  
P.O. Box 1178  
Billings MT 59103

#### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Gregg B. ...*

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ACORD 25 (2016/03)

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**City Council Regular**

**Date:** 02/24/2025  
**Title:** W.O. 25-09: City Pavement Condition Survey and Assessment, Consultant Agreement  
**Presented by:** Debi Meling  
**Department:** Public Works  
**Presentation:** No  
**Legal Review:** Template Contract  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that City Council award a Consultant Services contract for W.O. 25-09 City Pavement Condition Survey and Assessment to Applied Research Associates, Inc. in the amount of \$148,000.

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

Council is asked to consider authorizing and executing the Consultant Agreement for services with Applied Research Associates, Inc., to complete pavement condition surveying and assessment of the City's 569 centerline miles of paved streets under W.O. 25-09 City Pavement Condition Survey and Assessment. The pavement condition surveying measures and classifies pavement distress, which becomes a data set that is entered into the City's PAVER program to calculate a pavement condition index (PCI), on a scale of 0-100, with 0 being the worst condition and 100 being the best condition. Along with several other factors, the PCI value is used to prioritize streets for maintenance and preservation work. Historically, City staff (mostly seasonal employees) performed these surveys manually by sampling segments of a road and were only able to survey approximately 20% of the road network a year. Currently, only 24% of our roadway network has been surveyed within the last 3 years. Over the years, it has become increasingly difficult to staff, train, stay consistent, and perform enough pavement condition survey to be relevant for prioritizing PAVER maintenance and preservation projects. The majority of municipalities the size of Billings (including other Montana cities) are utilizing automated pavement condition surveys for pavement preservation management.

This project will use automated pavement condition surveying equipment to survey 100% of the road network, the full length of each road, to bring the PAVER data up to date. It is intended to perform these automated pavement condition surveys approximately every 3 years to keep PAVER data up to date, which will help predict maintenance and preservation needs and costs. In addition to the pavement condition survey work, the project will perform an audit of our program and make recommendations to improve and become more efficient. The benefit of auditing and improving the City program will identify those areas that can be maintained in a preservation mode (chip seal) rather than pavement repair mode (costly overlay or reconstruction). For example, performing a chip seal is 3 times less costly than a pavement overlay. The goal of the PAVER program is to move toward a pavement preservation condition rather than a costly reactive pavement replacement condition, and therefore reduce maintenance costs. This data-driven approach is part of the asset management program and will better inform the CIP process for pavement management.

City staff requested proposals publicly advertised in the Yellowstone County newspaper and on the City website on July 26, August 2, 9, 16, 23, 2024 through the Request for Proposal Process. Applied Research Associates, Inc., was selected based on City staff review of eight project proposals submitted by firms that have experience in pavement condition survey and assessment work. The other firms considered for the work were Roadway Asset Services, IMS, Transmap Corporation, Silent Falcon, MDS Technologies, Inc., Timmons Group, and NCEC. The selection was based on Firm Experience, Project Team and Subconsultants, Project Understanding, and Approach. Staff also reviewed project cost.

**ALTERNATIVES**

City Council may:

- Approve a contract for services with Applied Research Associates, Inc. in the amount of \$148,000; or,
- Not approve a Contract for services with Applied Research Associates, Inc. If the contract is not approved, the City will continue to use out of date pavement condition data predicting maintenance and preservation projects.

**FISCAL EFFECTS**

This project was budgeted in FY25 using Gas Tax Funds. There are adequate funds to award this contract.

---

**Attachments**

Contract  
ARA Rate Sheet



## **CONSULTANT AGREEMENT**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_ by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **APPLIED RESEARCH ASSOCIATES, INC.**, of 4300 San Mateo Blvd. NE, Suite A-220, Albuquerque, NM 87110, hereinafter referred to as "**CONSULTANT**."

### **WITNESSETH:**

**WHEREAS**, the **CITY** proposes to perform pavement condition survey and assessment and desires to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

**WHEREAS**, the **CITY** has authority to contract for such services, and;

**WHEREAS**, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

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

1. **PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM:** This **AGREEMENT** shall be for a period of 1 year, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for up to 2 three month options by mutual agreement of both parties, in writing, thirty (30) days prior to termination of each term.



**3. PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$148,400.00.

Except as otherwise specified herein, the **CONSULTANT** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONSULTANT** for said invoice within thirty (30) days after receipt. All invoices shall be sent to: City Project Manager, Ken Ard, P.E., [ardk@billingsmt.gov](mailto:ardk@billingsmt.gov)

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Manager for the **CITY**. It is understood that the **CONSULTANT** will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

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

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

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

**6. INDEMNITY:**

The **CONSULTANT** SHALL:

- A. Indemnify and hold **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CONSULTANT** or its agents or employees.
- B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONSULTANT'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify and hold **CONSULTANT**, its officers, agents and employees harmless from any and all losses, damage and liability to the extent caused by any intentional or negligent act on the part of **CITY** or its agents or employees.
- E. Not indemnify and hold the **CONSULTANT** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CONSULTANT** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- F. Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CONSULTANT** and the **CITY**, the **CITY** shall indemnify and hold the **CONSULTANT** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, to the extent caused by the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

## **7. INSURANCE:**

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

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

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

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

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

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

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

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

**8. AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications



The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

9. **AGREEMENTS OF CITY:**

- A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the **CITY'S** portion of the project as designated in the scope of work.
- B. Name a Project Manager who shall be the liaison between the **CONSULTANT** and the **CITY**. For this project, the Project Manager for **CONSULTANT** designated is Phillip Donovan, PE and the Project Manager for the **CITY** designated is Ken Ard, PE.
- C. Name a Contracts Representative who shall be the liaison between the **CONSULTANT** and the **CITY** for contractual matters. For this project, the Contracts Representative for **CONSULTANT** is Gregory Starks, Sr. Contract Administrator, and the Contract Representative for the **CITY** is Ken Ard, PE.

**10. NONDISCRIMINATION:**

- A. **CONSULTANT** shall, in performance of work under this **AGREEMENT**, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

**CONSULTANT** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONSULTANT** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, **CONSULTANT** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**.

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

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

The **CONSULTANT** and any **SUBCONSULTANT** shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who

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

- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
  - D. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
  - E. The **CONSULTANT** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONSULTANT** under this **AGREEMENT**.
  - F. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 11. **PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.
  - 12. **NONWAIVER:** The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
  - 13. **TERMINATION OF AGREEMENT:** The right is reserved by the **CITY** to terminate this **AGREEMENT** at any time upon not less than thirty (30) days written notice to the **CONSULTANT**.

In the event the **CITY** terminates this **AGREEMENT**, the **CONSULTANT** shall be paid for the amount of work performed or services rendered to date of termination per the **AGREEMENT** fee.

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

14. **CONFLICT OF INTEREST:** **CONSULTANT** shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with **CITY'S** interest. During the term of this **AGREEMENT**, **CONSULTANT** shall not accept any employment or engage in any consulting work which creates a conflict of interest with **CITY** or in any way compromises the services to be performed under this **AGREEMENT**. **CONSULTANT** shall immediately notify **CITY** of any and all violations of this Section upon becoming aware of such violation.
15. **SUCCESSORS AND ASSIGNS:** This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
16. **CHANGES IN WORK:** Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
17. **LEGAL RELATIONS:** The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.
18. **ENDORSEMENTS:** The **CONSULTANT** shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
19. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this **AGREEMENT**, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed

the property of the **CITY**. Reproducibles of all notes, reports, and plans shall be made available at the **CITY'S** request.

20. **PUBLIC INFORMATION:** The **CONSULTANT** shall not issue any statements, releases, or information for public dissemination without prior written approval of the **CITY**. All materials related to this **AGREEMENT** and services provided are considered public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.
21. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the **CITY**.
22. **RECORDS:** The **CONSULTANT** shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the **AGREEMENT** term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the **CITY** and copies thereof shall be furnished if requested.
23. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this **AGREEMENT** to retain an attorney to enforce any of the terms or conditions of the **AGREEMENT** or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.
24. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
25. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.



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

**CITY OF BILLINGS, MONTANA**

**APPLIED RESEARCH TECNOLOGIES  
INC.**  
**(PRINT BUSINESS NAME ABOVE)**

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

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

\_\_\_\_\_  
**Rachel Cavallaro**  
**PRINT NAME**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ARA Contracts Manager**  
**PRINT TITLE**

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

**ATTEST:**

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



## **EXHIBIT A**

### **Scope of Work for ARA to Complete the PCI Survey for Billings, Montana**

**Project Title:** W.O. 25-09 City Pavement Condition Survey and Assessment

#### **Pavement Management System (PMS)**

The objective of this project is to assess the condition of the 569 centerline miles of City-owned roadways within Billings' roadway network using the ASTM D6433 Pavement Condition Index (PCI) inspection process. The result will be a Pavement Management System (PMS) report that provides a detailed analysis of current pavement conditions, along with both annual and five-year cost estimates for required maintenance at various service levels. The Consultant will deliver a comprehensive report in accordance with the City's requirements.

The following outlines the scope of work for the consultant's services.

#### **Scope of Work**

##### **Task 1. Initial Consultation and Data Review**

- A. Kick-off Meeting: Consultant will conduct a virtual meeting with City staff to review project parameters.
- B. Data Provision: City will provide available records, field data, maps, the latest PMS report, and electronic copies of the PMS database files.

##### **Deliverables:**

- 1. Virtual kick-off meeting with City staff to discuss project parameters.
- 2. Meeting agendas, minutes, and a detailed project schedule.
- 3. Monthly progress reports.
- 4. Virtual project closeout meeting.

##### **Task 2. PMS Audit, Pavement History, & Quality Assurance**

- A. The Consultant will verify the accuracy and reliability of existing road inventory and condition data (PCI) and identify discrepancies or outdated information.
- B. Review Maintenance & Rehabilitation: Consultant will review past maintenance and rehabilitation work since the last PMS update.





- C. Database Updates: Consultant will update the City's database to reflect any newly rehabilitated street segments.
- D. The Consultant will make recommendations to improve the City's pavement management and improve efficiency.

**Deliverables:**

- 1. Updated Microsoft Excel file containing the City's pavement history.
- 2. Updated PAVER database.
- 3. Technical memorandum with recommendations to improve pavement management program and improve efficiency.

**Task 3. Pavement Condition Survey and Data Analysis**

The Consultant will conduct a comprehensive pavement condition survey across the City's road network, collecting data on pavement distresses as per ASTM D6433 standards. This includes using an automated vehicle to capture data on rutting, surface distresses, and roughness.

- A. Data Collection: Data collection is to be performed utilizing an automated van or other vehicle designed to collect pavement distress data. Typical equipment includes: computerized work station, cameras to take digital images of the street surface, and lasers to capture rutting, surface distress and roadway roughness. The scope of work shall be inclusive but not limited to the following:
  - 1. Perform automated inspection of the entire pavement network.
  - 2. Identify distresses according to ASTM D6433.
- B. Data Processing: The pavement distress information is to be analyzed to determine type, quantity and severity.
  - 1. Update and if necessary, enhance City's existing database (or more recent version as directed by the city) including confirming/updating pavement distress types, historical information and street classifications.
  - 2. Import distress data into MicroPAVER.
- C. The governing document in performing condition surveys shall be ASTM D6433 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys." Both asphalt concrete (AC) and Portland Cement Concrete (PCC) pavements are to be included in this protocol. Equipment to be used shall have a high degree of repeatability and been used for this kind of project.



- D. The Consultant's database shall have an inventory of all pavement sections that include the computed Pavement Condition Index (PCI) of all city roads.
- E. Work with the City to develop and define a decision tree to decide the appropriate condition for a treatment application

Deliverables:

- 1. MS Excel spreadsheet and PAVER database including the data collected for each street section surveyed.
- 2. Pavement Survey Condition GIS Shape Files.

#### **Task 4. Budgetary Analysis and Funding Scenarios**

- A. The PMS report will include a budgetary analysis with four funding scenarios, which will be decided during the kick-off meeting:

Scenario 1: No funding.

Scenario 2: Maintain the current funding levels.

Scenario 3: Maintain a PCI.

Scenario 4: Funding to clear deferred maintenance in 10 years.

- B. The consultant will analyze these scenarios and make recommendations based on available data and budget constraints.

Deliverables:

- 1. Draft PMS database output reviewed with City staff to determine appropriate funding levels.
- 2. Budget analysis and recommendations in the PMS report.

#### **Task 5. Pavement Management System Report**

- A. The Consultant will prepare a comprehensive PMS report that includes an executive summary, findings, recommendations, and future projections.

- B. Content of Report:

- 1. Executive Summary
- 2. Pavement condition summary and proposed maintenance strategies.
- 3. Five-year Capital Improvement Program with estimated costs.
- 4. Recommended rehabilitation strategies that are innovative, practical, sustainable, and workable within our area.
- 5. Tables and Maps: Construction history, PCI and IRI values, major and minor maintenance priorities for all streets.



6. Color-coded maps for PCI, minor maintenance strategies, and budget year strategy.

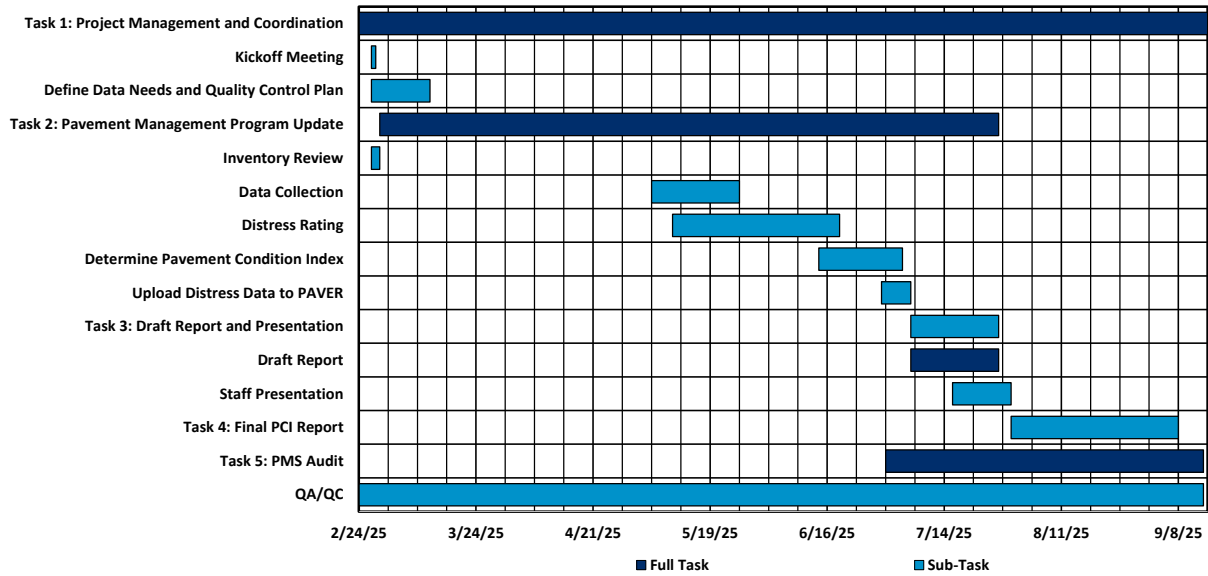
**Deliverables:**

1. PDF version of the draft PMS report, including digital maps suitable for large-format printing.
2. Final PMS report with executive summary, pavement condition analysis, future rehabilitation projections, and implementation recommendations.
3. PDF and/or Excel tables and maps, including prioritized maintenance strategies.

**Schedule:** Final completion will be no later than September 15, 2025.

| Task                                        | Planned Start | Planned Finish |
|---------------------------------------------|---------------|----------------|
| Task 1: Project Management and Coordination | 2/24/2025     | 9/15/2025      |
| Kickoff Meeting                             | 2/27/2025     | 2/28/2025      |
| Define Data Needs and Quality Control Plan  | 2/27/2025     | 3/13/2025      |
| Task 2: Pavement Management Program Update  | 3/1/2025      | 7/27/2025      |
| Inventory Review                            | 2/27/2025     | 3/1/2025       |
| Data Collection                             | 5/5/2025      | 5/26/2025      |
| Distress Rating                             | 5/10/2025     | 6/19/2025      |
| Determine Pavement Condition Index          | 6/14/2025     | 7/4/2025       |
| Upload Distress Data to PAVER               | 6/29/2025     | 7/6/2025       |
| Task 3: Draft Report and Presentation       | 7/6/2025      | 7/27/2025      |
| Draft Report                                | 7/6/2025      | 7/27/2025      |
| Staff Presentation                          | 7/16/2025     | 7/30/2025      |
| Task 4: Final PCI Report                    | 7/30/2025     | 9/8/2025       |
| Task 5: PMS Audit                           | 6/30/2025     | 9/14/2025      |
| QA/QC                                       | 2/24/2025     | 9/14/2025      |

### City of Billings Pavement Management System





## **Schedule of Consulting Fees**

The following schedule of fees, terms, and conditions are for engineering consulting and expert services provided on an hourly basis by Applied Research Associates, Inc. (ARA). All rates are given in US currency and are updated annually on January 1.

### **SECTION 1 – PRICING SCHEDULE**

#### **LABOR PRICING**

Reimbursement for professional, technical, and administrative staff will be made at the individual's direct hourly rate times a multiplier of 3.0. Reimbursement for expert professional staff for deposition and court appearance will be made at the individual's direct hourly rate times a multiplier of 5.5. Typical direct hourly rates by job classification are provided in Attachment A.

#### **OTHER DIRECT COSTS**

##### *Travel Expenses*

Travel costs are direct project expenses for meals, incidentals, motels, airfare, mileage, rental car, parking, and other travel costs. While ARA employees attempt to travel under US government guidelines, travel and per diem expense rates for non-government projects are not regularly available. Travel and per diem expenses are not limited to government per diem.

##### *ARA Equipment & Specialty Software*

ARA owns and operates pavement testing equipment including but not limited to FWD, HWD, GPR, MIT Scan-II, Pavement Coring, Profile, Geo-referenced Digital Images, and software/systems such as Pavement ME Design, RoadCare, PaVision®, vRWIS, etc. A schedule of prices for selected items is included in Attachment A, and additional items may be available upon request. These rates do not include engineering time, operator time, travel, or per diem costs during mobilization or field testing. Field testing equipment use is considered a direct project expense.

##### *Other Direct Expenses*

All direct job expenses will be charged at cost.

#### **PURCHASES & SUBCONTRACTS**

Charges for purchases, subconsultants, and subcontractors will be at invoice plus 15 percent.

## SECTION 2 – TERMS & CONDITIONS

Applied Research Associates, Inc. (ARA) agrees to perform the specified work with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances. The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

### 1. INDEPENDENT CONTRACTOR

ARA will act as an independent contractor and not as Client's agent for any purpose and will have no authority to make any commitments on behalf of Client or to bind Client in any way whatsoever.

### 2. PROJECT SUPERVISION AND ASSIGNMENT

ARA shall have wide discretion in the methods used to perform any assigned tasks unless specified otherwise. ARA will cooperate with the Client to the extent possible to arrange for consultations between the Client, ARA personnel, and others engaged in rendering services to the Client related to ARA's performance under this agreement. ARA agrees that no tasks shall be performed or expenses incurred without specific authorization of the Client.

### 3. OWNERSHIP OF DOCUMENTS

All data, information, software, hardware, and documents produced by ARA under this agreement shall remain the property of ARA and may not be used by the Client for any endeavor outside of the scope of this agreement without the written consent of ARA, unless otherwise noted in this agreement.

### 4. ACCESS TO PROJECT SITE

If required for the performance of this effort, ARA will be granted timely access to the project site as needed. If traffic control or protection is required, it shall be provided by the Client or specific provisions will be made for ARA to provide traffic control or protection at an additional cost to the Client. ARA will take precautions to minimize damage when performing its work, but ARA is not responsible for any items destroyed as a necessary part of the work.

### 5. PAYMENT

ARA will invoice monthly and at the completion of the project, with payment due net 30 days. Interest will be charged on amounts outstanding for more than 30 days. The interest rate will be 1½ percent per month, compounded until paid. In the event of late payment, the Client agrees to pay all collection costs, legal expenses and attorneys' fees incurred by ARA in collecting payment, including interest. In the event that some portion of the invoice is disputed, payment for the undisputed portion of the invoice will be made within 30 days. If the Parties are unable to reach agreement regarding the disposition of the disputed portions of the invoice within 21 days, the matter will be resolved according to the Dispute Resolution clause of this agreement.

### 6. HIDDEN CONDITIONS OR HAZARDOUS MATERIALS:

If ARA has reason to believe that a hidden condition may exist, ARA shall notify the client who shall authorize and pay for all costs associated with the investigation of such condition and if necessary, all costs necessary to correct such condition. If (a) the client fails to authorize such investigation of the correction after due notification, or (b) ARA has no reason to believe that such condition exists, the Client is responsible for all risks associated with this condition, and ARA shall not be responsible for the existing condition nor any resulting damages to persons or property. ARA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### 7. TERMINATION OF SERVICES:

This agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay ARA for all services performed to the date of termination, all reimbursable expenses and reasonable termination expenses.

### 8. CONFIDENTIALITY

Unless required by law or Court order to do so, the Parties shall not disclose Confidential Information to anyone other than receiving Party or its authorized employees, agents or representative on a need-to-know basis authorized in writing by the disclosing Party. For purposes of this Article, "Confidential Information" shall mean (1) data, information, processes, or documents, financial information in any form, tangible or intangible, provided to the receiving Party on behalf of disclosing Party for use in performing the services; (2) information generated by a Party in the course of performing the services of this Agreement that has been designated as confidential. Neither Party shall use such Confidential Information for any other purpose than the performance of Agreement.



Confidential Information does not include information that:

- a. is already known by or generally available to the public at large; or
- b. is already in the possession of the information without confidentiality restrictions; or
- c. becomes known to the receiving Party from a source other than disclosing Party, and not subject to an obligation of confidentiality; or
- d. was already independently developed by the receiving Party.

## 9. INDEMNIFICATION

Each party (indemnitor) shall indemnify and hold harmless the other party (indemnitee) from and against any and all (including third party) claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of services, to the proportional extent that any such claims, damage, loss or expense is caused by the negligent act or omission and/or liability of the indemnitor, anyone directly or indirectly employed by the indemnitor.

## 10. CONSEQUENTIAL DAMAGES

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

## 11. FORCE MAJEURE

Neither party shall be liable for any failure of or delay in performance of its obligations under this Subcontract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body, failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, power, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

## 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, excluding its principles of conflicts of laws. The United Nations Convention for the International Sale of Goods is expressly excluded from this Agreement, and shall have no force or effect on the parties.

## 13. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this agreement, or breach thereof, which may be properly submitted to arbitration, shall be settled by arbitration. The substantially prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses and attorney's fees it incurred in connection with any suit or legal or administrative action or appeal with respect to this order or the transaction under it.

## 14. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and ARA. No third party shall have the right to rely on ARA opinions rendered in connection with the Services without ARA written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

## 15. COMPLETE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement of the parties hereto, and all previous communications between the parties, whether written or oral with reference to the subject matter of this Agreement, are hereby canceled and superseded. No modification of this Agreement shall be binding upon the parties hereto, unless in writing and duly signed by a duly authorized representative of the parties authorized to bind the party to this agreement.

## Attachment A – Typical Labor & Commercial Pricing

### TYPICAL HOURLY LABOR RATES BY CATEGORY

| Labor Category                     | Average Direct Rate | Commercial Home Office | Commercial Field Office |
|------------------------------------|---------------------|------------------------|-------------------------|
| Principal Subject Matter Expert    | \$110.40            | \$326.00               | \$275.00                |
| Principal Program Director         | \$91.40             | \$272.00               | \$230.00                |
| Principal Technical Professional 2 | \$83.80             | \$249.00               | \$210.00                |
| Principal Technical Professional 1 | \$68.80             | \$205.00               | \$174.00                |
| Senior Technical Professional 2    | \$59.30             | \$178.00               | \$151.00                |
| Senior Technical Professional 1    | \$51.00             | \$155.00               | \$131.00                |
| Staff Technical Professional 2     | \$42.60             | \$130.00               | \$110.00                |
| Staff Technical Professional 1     | \$34.20             | \$105.00               | \$89.00                 |
| Junior Technical Professional      | \$29.60             | \$92.00                | \$78.00                 |
| Lead Technician                    | \$41.60             | \$127.00               | \$108.00                |
| Senior Technician                  | \$30.60             | \$94.00                | \$80.00                 |
| Staff Technician                   | \$21.20             | \$67.00                | \$58.00                 |
| Junior Technician/Aide             | \$18.80             | \$59.00                | \$51.00                 |
| Senior Operations Manager          | \$77.40             | \$234.00               | \$199.00                |
| Operations Manager                 | \$52.60             | \$158.00               | \$133.00                |
| Principal Professional Support     | \$46.50             | \$141.00               | \$120.00                |
| Senior Professional Support        | \$38.50             | \$118.00               | \$101.00                |
| Staff Professional Support         | \$31.60             | \$97.00                | \$83.00                 |
| Junior Professional Support        | \$27.50             | \$86.00                | \$74.00                 |
| Administrative Support 2           | \$22.30             | \$70.00                | \$60.00                 |
| Administrative Support 1           | \$20.20             | \$65.00                | \$55.00                 |

### HOURLY LABOR RATES BY PERSONNEL

| Name                | Job Title                 | Direct Rate | Commercial Loaded Rate |
|---------------------|---------------------------|-------------|------------------------|
| Dib, Joseph         | Senior Civil Engineer 1   | \$53.96     | \$161.88               |
| Donovan, Phillip    | Prin. Civil Engineer 1    | \$92.58     | \$277.74               |
| Flack, Kenneth      | Staff Civil Eng. Tech. 2  | \$27.75     | \$83.25                |
| Juarez-Garcia, Jose | Senior Civil Eng. Tech. 2 | \$41.60     | \$124.80               |
| Singh, Meetsingh    | Staff Civil Engineer 1    | \$39.06     | \$117.18               |
| Skaff, Rami         | Staff Civil Engineer 1    | \$43.13     | \$129.39               |
| Yere, Ryan          | Technical Intern 3        | \$25.75     | \$77.25                |



## COMMERCIAL EQUIPMENT & SOFTWARE PRICING

| Equipment Item                                                           | Unit Rate | Units |
|--------------------------------------------------------------------------|-----------|-------|
| Computer (standard)                                                      | 4.00      | Hour  |
| Computer (analysis and development)                                      | 8.00      | Hour  |
| Falling Weight Deflectometer                                             | 1,710.00  | Day   |
| Pavement Friction (both apply)                                           | 2,230.00  | Day   |
| Pavement Friction (both apply)                                           | 1.40      | Mile  |
| Pavement Core Truck                                                      | 790.00    | Day   |
| Pavement Core Truck                                                      | 1.40      | Mile  |
| Pa-Vision Pavement Image System                                          | 1,320.00  | Day   |
| Image Processing Workstation                                             | 270.00    | Day   |
| Pavement Marking Retroreflectivity                                       | 660.00    | Day   |
| Pavement Sound & Texture                                                 | 1,580.00  | Day   |
| Pavement Survey Vehicle                                                  | 0.90      | Mile  |
| MIT SCAN-II                                                              | 660.00    | Day   |
| High Speed Profiler (both apply)                                         | 1,450.00  | Hour  |
| High Speed Profiler (both apply)                                         | 1.40      | Mile  |
| 3D Scanning Laser Crack Detection (both apply)                           | 3,090.00  | Day   |
| 3D Scanning Laser Crack Detection (both apply)                           | 1.40      | Mile  |
| Video Survey Workstation (manual)                                        | 10.50     | Hour  |
| Video Survey Workstation (automated 3D Laser Crack Detection Processing) | 10.00     | Mile  |
| Rolling Inclinator                                                       | 660.00    | Day   |
| Golf Cart (per cart)                                                     | 40.00     | Day   |
| Airport Survey / Tow Vehicle (both apply)                                | 120.00    | Day   |
| Airport Survey / Tow Vehicle (both apply)                                | 0.40      | Mile  |

Note: Equipment use and mileage rates apply to mobilization/demobilization from ARA's office(s) to the site.



## City Council Regular

**Date:** 02/24/2025  
**Title:** Grant to fund recreational programming for Skate Park MOU  
**Presented by:** Pigg Michael, Parks Director  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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### RECOMMENDATION

Staff recommends the City Council accept the grant to fund recreational programming at Skate Park for the summer of 2025.

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

The Billings Skate Park Committee is a group organized to promote improvements to Skate Park and increase activity at the park. This group has funded a new design for the Eastern side of Skate Park along with other improvements like lights. They have organized events and training sessions for local skaters to help encourage more people to utilize the park and increase positive activities there. The Skate Park Committee has been actively raising funding to make improvements along with applying for grants when available.

The Billings Skate Park Committee applied for a grant from NRPA and Musco to install lights at Skate Park. Included in the application was funding to provide recreational activities at the location. The Committee was awarded the grant and to complete the process, an MOU with the City and NRPA needs to be agreed to and signed by the City. Recreation Division staff will facilitate the recreational activities for the summer of 2025 utilizing the grant funding to cover all expenses.

The lights and programming are important to the overall plan to improve safety in parks by applying CPTED principles and increasing positive activities in the park. The Skate Park has been a problem with negative activities and vandalism. Adding both lights and increased participation the negative activities will decrease. The lights will assist the Police Department by making the park more visible and easier to patrol.

### STAKEHOLDERS

The stakeholders for this grant are the Skate Park Committee, users of the park and the City of Billings.

### ALTERNATIVES

City Council may:

- Accept the grant and sign the MOU,
- Not Approve

### FISCAL EFFECTS

The grant is funding recreational programming at Skate Park which will be 100% covered by the grant.

### SUMMARY

This grant is an opportunity to increase positive activity at Skate Park and introduce more people to the joys of skating.

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### Attachments

Skate Park Grant MOU  
Grant Information for Programming



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), entered into as of the date of the last signature affixed hereto (Effective Date), is made between National Recreation and Park Association, Incorporated, a New York not-for-profit corporation and Section 501(c)(3) organization located at 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 ("NRPA" or "Grantor") and Billings Parks and Recreation, a provider of park, recreation, or community services located at 390 N. 23<sup>rd</sup> Street in Billings, Montana, 59101 ("Grantee").

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of twenty thousand dollars (\$20,000) ("Grant Funds") made available to Grantee for the implementation of the NRPA Youth Sports Equity Grant Program ("Project").

Made possible through the support of Musco Lighting, NRPA is managing the administration of the grant program ("Program"). Grant Funds are intended to support local park and recreation agencies and community-based organizations as they advance equitable access to youth sports.

Having been selected as a recipient of Grant Funds through this Program, Grantee is required to accept the terms contained within this MOU in order to receive the Grant Funds and participate in this Project.

### 2. Project Funding

Grantee will receive a total of twenty thousand dollars (\$20,000) over the full grant period. Within thirty (30) days upon execution of this MOU and delivery to NRPA, NRPA will send Grantee a check in the amount of twenty thousand (\$20,000.00). Grant Funds will be distributed by NRPA, no matching funds are required, and it is expressly understood that the NRPA has no obligation to provide additional support or funds to the Grantee for this Project or any other project of purposes.

Grantee will work with NRPA to finalize project budget by March 15, 2025. NRPA must be notified of any changes made to the finalized project budget if they are greater than 10% of the project costs.

### 3. Grantee Requirements

Grantee will use the grant funds to:

- A. Advance equitable access to youth sports through the activities identified in the original grant proposal:
  - Offer "roller sports" camps, including skateboarding, rollerblading, biking, and scootering.
  - Partnering with The Love Serving Autism program to offer introductory-level youth tennis lessons and expand the program to other sports, including roller sports.
  - Hire and train qualified coaches to implement programming.
  - Demonstration events and contests will be hosted as community-based events to reach new participants.
  - ***Changes to these activities must be provided to NRPA in writing for approval.***
- B. Participate in project interviews in Summer 2025 to discuss progress related to the activities listed above.
- C. Participate in the learning community and all learning community activities (format TBD by the cohort).



- D.** Collaborate with NRPA to assess the impact of the implemented strategy (or strategies). Methods of assessment could include sharing program metrics, surveys, focus groups and/or interviews with local park and recreation professionals, youth, parents, coaches, and/or other local stakeholders.
- E.** Share stories, photos, videos, and written content with NRPA to promote project impacts.
- F.** If selected, host a site visit for NRPA during the project period.
- G.** Complete the project by December 31, 2025.
  - Final reports are due to NRPA on this date.

#### **4. Promotion**

NRPA and Musco Lighting may use Grantee's name and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the Grantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

NRPA also grants Grantee a limited, non-exclusive, and royalty-free license to use NRPA's name, trademark, logos, and other identifying marks ("Licensed Marks") for promotional or other purposes associated with the Project, unless prohibited by law. NRPA shall have the right to review and approve the use of the Licensed Marks, as well as any and all related promotional and advertising material, in order to ensure that the use of the Licensed Marks meets NRPA's quality assurance standards.

Grantee shall provide NRPA an opportunity to review and approve any statement or message related to this grant or Project in advance of its release to the public. Any promotion, public announcement, annual report or promotion relating to the Grant Funds or Project shall be subject to the prior review and approval of the National Recreation and Park Association and Musco Lighting.

All Parties shall retain all title, ownership, rights, and intellectual property rights in their own respective marks, logos, content, materials, tools and intellectual property. Under no circumstance will any Party to this MOU use another Party's Licensed Marks in a false, misleading, or disparaging manner. Upon completion of the Project, Parties shall, at their own expense, return all copies Licensed Marks to their respective owners beyond what is necessary for record-keeping purposes.

#### **5. Limits of Liability**

To the extent allowed by applicable law, Grantee hereby release NRPA and Musco Lighting, and each of their directors, officers, managers, members, employees, agents, attorneys, advisors, consultants, volunteers and other like parties (collectively the "Support Parties"), from any liability whatsoever relating to or arising out of the Project or the use of the Grant Funds by Grantee or its subgrantees. In no event shall the Support Parties be liable for any punitive, exemplary, special, incidental, indirect or consequential damages of any kind (including, but not limited to loss of profits, loss of reputation and/or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship and/or dealings between the parties, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (except as set forth below), strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise. This limitation of liability shall apply except to the extent the liability is caused by Support Parties' gross negligence or intentional misconduct.



NRPA's liability, if any, arising out of or in any way related to the relationship and/or dealings between NRPA and Grantee, shall be limited to the payment amounts paid pursuant to this MOU. NRPA shall not be liable for any damages caused by or arising out of the acts or omissions of a third party.

## **6. Indemnification**

To the extent allowed by applicable law, Grantee shall indemnify, defend and hold harmless the Support Parties from any and all causes of action, suits, settlements, judgments, liens, indebtedness, damages, losses, costs, expenses, fees (including attorney's fees and costs), penalties, claims, claims for relief, liabilities and demands of every kind, nature, and character (collectively, "Claims") relating to or arising out of: (i) Grantee's involvement in the development, planning, demolition, construction, installation, implementation, maintenance, repair and/or management of the Project; (ii) any failure by Grantees to comply with any applicable laws, rules and/or regulations (including, without limitation, building, safety and fire codes, etc.); (iii) Grantee's negligence, misconduct, or malfeasance of Grantee or their agents or representatives; or (iv) any breach by Grantee of any agreement involving the Project or the use of the Grant Funds. In such cases where Grantee's obligation to indemnify may be limited due to the requirements of federal, state, or local laws, Grantee shall only be required to indemnify the Support Parties as may be allowed by law. In addition, Grantee shall be responsible for the ordinary negligent acts and omissions of Grantee's agents and employees causing harm to persons not a Party to this MOU.

To the extent allowed by applicable law, NRPA shall indemnify, defend and hold harmless the Grantee from any and all third party Claims relating to or arising out of: (i) any failure by NRPA to comply with any applicable laws, rules and/or regulations; or (ii) NRPA's gross negligence or intentional misconduct. In such cases where NRPA's obligation to indemnify may be limited due to the requirements of federal, state, or local laws, NRPA shall only be required to indemnify the Grantee as may be allowed by law.

## **7. Confidentiality**

During the term of this MOU, the Parties may learn certain Confidential Information of each other. For purposes of this MOU, "Confidential Information" means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and Confidential Information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. The receiving party shall: (i) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party's confidential information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such Confidential Information to any person, except to the receiving party's officers, employees, consultants, accountants, and legal advisors who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist the receiving party, or act on its behalf, to exercise its rights or perform its obligations under this MOU.

## **8. Term**

This MOU shall be effective as of the Effective Date hereof and shall continue until December 31, 2025 (the "Term") unless earlier terminated as set forth in Section 11.



## **9. Use of Grant Funds**

The Grantee shall use the full amount of the Grant Funds exclusively for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the Grant Funds and the income earned thereon that is not expended for such purposes in accordance with Section 11.

All unspent or uncommitted Grant Funds shall be protected (such as invested in an interest-bearing bank account) with the primary objective being preserving the Grant Funds availability for the Project. Any interest or other income generated by the Grant Funds must be applied to the purposes described in the Grant Project.

The Grantee agrees not to use any portion of the Grant Funds or any income derived from the Grant Funds for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the Code);
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Except as expressly may be authorized in the approved Project, to provide a grant to any other organization without prior written approval of the Grantor; or
- E. To promote or engage in the following, but not limited to, acts that would create civil liability, criminal acts, criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- F. To travel to NRPA's Annual Conference or any other conference travel without written approval from Grantor.

## **10. Audit**

Grantee is expected to keep and maintain detailed books and records relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) (collectively, the "Records") during the Term and for a period of not less than seven (7) years thereafter (the "Audit Period"). NRPA and its assigns have the right to audit the Grantees' financial records relating to this MOU upon not less than ten (10) business days' advance written notice to Grantees by NRPA at any time during the Audit Period, at NRPA's sole expense (except as noted below), during Grantee's normal business hours. If as a result of an audit, NRPA determines that Grant Funds were not spent in accordance with the purposes of this Grant, the Grantees shall: (1) be required to return any Grant Funds not substantiated, and (2) reimburse NRPA for all costs and expenses incurred in connection with such audit. If NRPA determines that Grant Funds were used for fraudulent purposes, the Grantees shall be barred from participation in any further programs. Grantees shall further indemnify, defend, and hold the Support Parties harmless from any acts or omissions relating to its fraudulent use of the Grant Funds.

## **11. Termination and Repayment**

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform and such failure to perform is not cured within thirty (30) days of receipt of notice of such failure. In the event that this MOU is terminated for any reason, Grantee shall promptly repay to NRPA any portion of the Grant Funds not



already spent (subject to and in accordance with all of the terms and conditions hereof) as of the effective date of such termination.

None of the Parties shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

#### **12. Compliance with Laws.**

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the Grant Funds, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the Grant Funds and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to or any such investigation, action, litigation, or disciplinary proceeding.

#### **13. Governing Law, Jurisdiction, Venue and Dispute Resolution**

This MOU and the performance thereof shall be governed, interpreted, construed and regulated by the law of the Commonwealth of Virginia, without reference to or application of principles concerning conflicts of laws of any jurisdiction. Notwithstanding the foregoing, this governing law and venue provision shall not apply to a Grantee that is a state or public institution and afforded sovereign immunity under applicable state law. Before commencing any litigation arising out of or relating to the relationship of the parties, this MOU, or the breach hereof, the parties agree to negotiate in good faith to resolve such dispute within fifteen (15) business days of notice by the other party of such dispute. Should the parties fail to mutually resolve their dispute and commence litigation, the parties hereby irrevocably consent to venue before the federal and state courts situated in the Commonwealth of Virginia and each party hereby irrevocably submits to the jurisdiction of such courts. The prevailing party in any action or litigation, including appeals, arising out of or related to this MOU shall be awarded its reasonable attorney's fees and costs. The Parties agree that NRPA would not have an adequate remedy at law and would be irreparably injured if Grantee breaches its covenants hereunder and NRPA shall be entitled to injunctive relief as a remedy for any breach or threatened breach hereof without showing or proving any actual damages.

#### **14. No Agency; Relationship of the Parties**

Each party and their respective officers, employees, agents, contractors and/or consultants are independent contractors and are not, nor shall they hold themselves out to as or claim to be, employees or agents of the other party or any department, agency or unit thereof; accordingly, neither party shall have any authority to enter into any agreement on behalf of the other party or otherwise cause the other party to incur any obligations whatsoever other than as set forth herein.



## **15. Notices**

All notices, requests, demands and other communications required or permitted under this MOU must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, or (d) when delivered via email, only so long as followed by a hard copy sent in a manner set forth in (a) or (b) above, each of the foregoing addressed as set forth below:

If to Grantee, to:

Billings Parks and Recreation  
390 N. 23<sup>rd</sup> Street  
Billings, MT 59101

Attn: Mike Pigg

Email: [billingskateparkcommittee@gmail.com](mailto:billingskateparkcommittee@gmail.com)

If to NRPA, to:

National Recreation and Park Association  
22377 Belmont Ridge Road  
Ashburn, VA 20148

Attn: Teresa Morrissey, Senior Program Manager

Email: [tmorrissey@nrpa.org](mailto:tmorrissey@nrpa.org)

## **16. Entire Agreement.**

This MOU supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Grant purpose and Project in any manner whatsoever. Each party to this MOU acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this MOU shall be valid or binding. Any modification of this MOU will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this MOU, including the Project, must be approved in writing by all the parties. This MOU and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this MOU. The section headings contained in this MOU are for reference purposes only and shall not affect in any way the meaning or interpretation of this MOU.

## **17. Severability.**

If any term, covenant, or condition of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this MOU shall be valid and enforced to the fullest extent permitted by law.

*SIGNATURE PAGE TO FOLLOW*



*These parties have caused this MOU to be signed by their duly authorized representatives as of the last date set forth below.*

**National Recreation and Park Association**

**City of Billings**

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

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

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

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

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

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

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

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



# YOUTH SPORTS FRAMEWORK

## PATHWAYS TO ADVANCING YOUTH SPORTS EQUITY



### CENTER EQUITY AND INCLUSION

- Conduct equity assessments of youth sports operations, programs, and spaces
- Develop equity action plans and SMARTIE goals
- Develop and enact equitable permitting processes and fee structures
- Prioritize investments to ensure equitable access to facilities, spaces, and programs



### RECRUIT AND TRAIN COACHES

- Assess diversity and representation of coaches; identify gaps and goals
- Develop an equitable and inclusive coach recruitment strategy
- Establish coach training requirements/policy
- Remove barriers (social, economic, physical, etc.) to coach training
- Monitor progress and coach experiences



### ENGAGE YOUTH VOICE

- Collect input from youth using a variety of methods, ensuring age-appropriate and culturally-appropriate questions
- Create leadership opportunities for young people through advisory councils, networks of youth leaders, and creating hands-on experiences
- Challenge adultism



### AMPLIFY COMMUNICATIONS

- Identify intended audience, ensuring reach into historically underrepresented communities
- Develop key messaging and goals
- Leverage community champions and partners to lift up stories
- Consider developing a campaign



### BUILD PARTNERSHIPS

- Assess existing youth sports partnerships and identify gaps and needs
- Connect with existing youth sports coalitions
- Build trusted relationship with community leaders
- Compensate partners
- Formalize partnerships to sustain them

**City Council Regular**

**Date:** 02/24/2025  
**Title:** Mimecast Annual Renewal  
**Presented by:** David Watterson, IT Director  
**Department:** Information Technology  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the approval of the 1-Year renewal of the suite of Mimecast cloud-based Email protection services in the amount of \$92,528.46

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

The City of Billings has relied on the Email Filter & Protection Services from Mimecast since 2019. Email is the top attack vector to any organization's cybersecurity shield and therefore requires the strongest possible protection. Mimecast is an industry leading cloud-based suite of services that blocks the most dangerous email-born attacks, from phishing and ransomware to social engineering, payment fraud, domain spoofing, and impersonation. We subscribe to a host of AI and machine learning tools designed to block spam, viruses, and malware. Every Email attachment and URL/link is scanned to prevent impersonation fraud, ransomware, phishing, and spear-phishing attacks. Additionally, any link that is clicked within an Email is opened in safe browser session designed to isolate the end-user's computer from any sites that may be harmful. This renewal includes email tracker prevention which disarms trackers embedded in emails, halting the inadvertent disclosure of information that could be used by a bad actor to craft a social engineering attack. Also included, at no additional cost, is the Cybersecurity Awareness Training videos that everyone is familiar with. This added bonus allows us to meet our Cybersecurity Training goals at little or no additional cost to the organization.

The suite of Email services from Mimecast are a critical part of our Cybersecurity strategy to protect our organization from unwanted malicious attacks.

**ALTERNATIVES**

City Council may:

- Approve the 1-Year Renewal of Mimecast Email Protection Services or,
- Not Approve

**FISCAL EFFECTS**

The total cost of the 1-year renewal of services with Mimecast is \$92,528.46. This purchase will be funded by the Information Technology Department FY25 approved budget and purchased through SHI, Inc on the State of Montana/NASPO Contract # AR2488.

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**Attachments**

Mimecast Renewal - SHI Quote  
SHI - State/NASPO Contract



Pricing Proposal  
Quotation #: 25781306  
Created On: 1/29/2025  
Valid Until: 1/31/2025

## MT-City of Billings

### David Watterson

P.O. BOX 1178  
ATTN: IT  
Billings, MT 59103  
United States  
Phone: 406-657-8433  
Fax:  
Email: wattersond@billingsmt.gov

## Inside Account Executive

### Enrico Borromeo

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-584-4466  
Fax:  
Email: enrico\_borromeo@shi.com

All Prices are in US Dollar (USD)

|   | Product                                                                                                                                                                                                                              | Qty | Your Price | Total       |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|-------------|
| 1 | Comprehensive Defense Plan - Annual Subscription [Qty 250-999]<br>Mimecast - Part#: M_COMP-DEF_250_A<br>Contract Name: Sourcewell- Technology Products & Solutions<br>Contract #: 121923-SHI<br>Coverage Term: 3/29/2025 – 3/28/2026 | 925 | \$42.54    | \$39,349.50 |
| 2 | DMARC Analyzer - T4 - Annual Subscription [Qty 1-5]<br>Mimecast - Part#: M_DMA-T4_1_A<br>Contract Name: Sourcewell- Technology Products & Solutions<br>Contract #: 121923-SHI<br>Coverage Term: 3/29/2025 – 3/28/2026                | 5   | \$1,652.74 | \$8,263.70  |
| 3 | DMARC Analyzer – SPF Delegation<br>Mimecast - Part#: M_DMARC-SPF_1_A<br>Contract Name: Sourcewell- Technology Products & Solutions<br>Contract #: 121923-SHI<br>Coverage Term: 3/29/2025 – 3/28/2026                                 | 1   | \$0.00     | \$0.00      |
| 4 | Browser Isolation - Annual Subscription [Qty 250-999]<br>Mimecast - Part#: M_BROWSERISO_250_A<br>Contract Name: Sourcewell- Technology Products & Solutions<br>Contract #: 121923-SHI<br>Coverage Term: 3/29/2025 – 3/28/2026        | 925 | \$14.50    | \$13,412.50 |
| 5 | Cybergraph for SEG - Annual Subscription [Qty 250-999]<br>Mimecast - Part#: M_CYBERG-SEG_250_A<br>Contract Name: Sourcewell- Technology Products & Solutions<br>Contract #: 121923-SHI<br>Coverage Term: 3/29/2025 – 3/28/2026       | 925 | \$26.74    | \$24,734.50 |
| 6 | Advanced Support<br>Mimecast - Part#: M_ADV-SP_1_A<br>Contract Name: Sourcewell- Technology Products & Solutions<br>Contract #: 121923-SHI<br>Coverage Term: 3/29/2025 – 3/28/2026                                                   | 1   | \$6,768.26 | \$6,768.26  |

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|          |             |
|----------|-------------|
| Shipping | \$0.00      |
| Total    | \$92,528.46 |

#### Additional Comments

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Mimecast has a no returns policy.

Please Note: Please Note: all MIMECAST maintenance/subscriptions are auto-renewed and require cancellation prior to 30 days of the executed renewal date

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

This manufacturer has the potential for auto-renewal. You will receive an automated notification prior to the cancellation deadline informing you of the upcoming renewal date. If SHI doesn't receive written confirmation to cancel the renewal within the manufacturer's required time period prior to the renewal date, SHI will automatically be invoiced against the original PO. Once SHI has been invoiced, you will be invoiced against the original PO. If your company requires a new PO, please be sure to provide that prior to invoicing.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

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**CLOUD SOLUTIONS 2016-2026**  
 Led by the State of Utah

Master Agreement #: AR2488

Contractor: **SHI INTERNATIONAL CORP.**

Participating Entity: **STATE OF MONTANA**

The following products or services are included in this contract portfolio:

- 🕒 All products and accessories listed on the Contractor page of the NASPO ValuePoint website; PaaS, IaaS, and SaaS.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Montana. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum (PA), specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by State of Montana executive branch agencies are subject to the prior approval of the State of Montana Information Technology Division's (SITSD). Contractor may not accept any orders from State of Montana executive branch agencies without proof of prior approval or be subject to a Stop Work Order per the terms and conditions listed below in Part 5. Executive branch agencies are listed in Attachment B.
4. Primary Contacts: The primary contact individuals for this PA are a (or their named successors):

**Contractor**

|            |                                         |
|------------|-----------------------------------------|
| Name:      | Nick Grappone                           |
| Address:   | 290 Davidson Avenue, Somerset, NJ 08873 |
| Telephone: | 888-764-8888                            |
| Fax:       |                                         |
| Email:     | Nick_Grappone@shi.com                   |

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Participating Entity

|            |                                                    |
|------------|----------------------------------------------------|
| Name:      | Tia Snyder                                         |
| Address:   | 125 North Roberts St., Room 165, Helena, MT 59601  |
| Telephone: | 406-444-3315                                       |
| Fax:       | 406-444-2529                                       |
| Email:     | <a href="mailto:tsnyder@mt.gov">tsnyder@mt.gov</a> |

**5. Participating Entity Modifications Or Additions To The Master Agreement**

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes are modifying or supplementing the Master Agreement terms and conditions, in addition to Attachment A.

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to, with no less than 15 days' prior written notice, provide the Department of Administration, (Department), Legislative Auditor, or their authorized agents access to any records reasonably necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of seven years after either the completion date of the PA or the conclusion of any claim, litigation, or exception relating to the PA or Master Agreement taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the PA without the express written consent of the Department, which shall not be unreasonably withheld. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

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

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expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this PA.

**COMPLIANCE WITH STATE OF MONTANA IT POLICIES AND STANDARDS.** If, in providing the services and products arising from this PA, Contractor receives and hosts the State of Montana data, then Contractor shall comply with all applicable State of Montana IT policies and standards in effect at the time a Statement of Work is issued.

The links below provide information on State of Montana IT strategic plans, current environment, policies, and standards.

State of Montana Information Technology Strategic Plan  
<http://sitsd.mt.gov/Governance/IT-Plans>

State of Montana Information Technology Environment  
<http://sitsd.mt.gov/Services-Support/Enterprise-Architecture>

State of Montana IT Policies  
<https://montana.policytech.com/?public=true&siteid=1>

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

**CONTRACT OVERSIGHT:**

**CIO Oversight.** The State of Montana Chief Information Officer (CIO) or designee, may perform PA oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of PA obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order as provided below.

**Right to Assurance.** If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this PA, State may demand in writing that Contractor give a written assurance of its intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) State may, at State's option, be the basis for terminating this PA and pursuing the rights and remedies available under this PA or law.

**Stop Work Order.** State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this Contract for the period of

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days indicated by State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this PA shall be amended in writing accordingly.

**Compliance with Policies and Standards.** Contractor is notified that, under the provisions of 2-17-514, MCA, the Department retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

**DEPARTMENT OF ADMINISTRATION POWERS AND DUTIES:** The Department is responsible for carrying out the planning and program responsibilities for information technology (IT) for state government. (Section 2-17-512, MCA) The CIO is the person appointed to carry out the duties and responsibilities of the Department relating to information technology.

The CIO shall:

- ⌚ review the use of information technology resources for all state agencies;
- ⌚ review and approve state agency specifications and procurement methods for the acquisition of information technology resources; and
- ⌚ review, approve, and sign all state agency IT contracts and shall review and approve other formal agreements for information technology resources provided by the private sector and other government entities.

**DISABILITY ACCOMMODATIONS:** The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**HOLD HARMLESS/INDEMNIFICATION:**

Changes to Master Agreement noted in bold:

The Contractor shall defend, indemnify and hold harmless State, along with its officers, agents, and employees as well as any person or entity for which they may be liable, from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the



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Master Agreement and Participating Addendum. Contractor's duties under this provision are dependent on the indemnified party giving Contractor (1) prompt written notice of such third-party claim and (2) sole authority to defend or settle the claim **subject to the right of the Montana Attorney General to participate in the action and settlement.**

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of PA execution in order to facilitate State electronic funds transfer payments.

**REDUCTION OF FUNDING:** State must by law terminate this PA if funds are not appropriated or otherwise made available to support State's continuation of performance of this PA in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this PA (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this PA as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the PA not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**REFERENCE TO PA:** The PA or purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the PA contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEVERABILITY:** A declaration by any court, or any other binding legal source, that any provision of the PA is illegal and void shall not affect the legality and enforceability of any other provision of the PA, unless the provisions are mutually dependent.

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**TAX EXEMPTION:** State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise provided in this PA or the Master Agreement. (Section 18-1-401, MCA.)

**WARRANTY FOR SERVICES:** Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this PA. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

**STATE OF MONTANA ADMINISTRATIVE FEE:** The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

**REQUIRED REPORTING:** Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

|                 |                               |
|-----------------|-------------------------------|
| First Quarter:  | July 1 through September 30   |
| Second Quarter: | October 1 through December 31 |
| Third Quarter:  | January 1 through March 31    |
| Fourth Quarter: | April 1 through June 30       |

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|                                                                                                                                                                    |                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Participating Entity:                                                                                                                                              | Contractor:                                                                                                                              |
| Signature:<br>DocuSigned by:<br><br>5FBAABB9738647B...                            | Signature:<br>DocuSigned by:<br><br>0331CE57D1EC4CB... |
| Name:<br>Cheryl Grey                                                                                                                                               | Name:<br>Natalie Castagno                                                                                                                |
| Title:<br>SFSD Administrator                                                                                                                                       | Title:<br>Director of Response Team                                                                                                      |
| Date:<br>6/27/2018                                                                                                                                                 | Date:<br>6/27/2018                                                                                                                       |
| Approved as to Legal Content:<br>DocuSigned by:<br><br>Date:<br>6/25/2018         |                                                                                                                                          |
| Chief Information Officer Approval:<br>DocuSigned by:<br><br>Date:<br>6/27/2018 |                                                                                                                                          |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                      |                                                                            |
|--------------------------------------|----------------------------------------------------------------------------|
| Cooperative Development Coordinator: | Shannon Berry                                                              |
| Telephone:                           | 775-720-3404                                                               |
| Email:                               | <a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a> |

**Please email fully executed PDF copy of this document  
to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting  
in appropriate data bases.**

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**Attachment A**  
**Federal Terms and Conditions**  
**(Non-Construction)**

**1. NONDISCRIMINATION**

The Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the Contractor agrees to comply with the following:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

**2. LOBBYING**

a. The Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

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**3. DRUG-FREE WORK PLACE**

The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**4. ENVIRONMENTAL PROTECTION**

a. The Contractor agrees that its performance under this contract shall comply with the following, as applicable:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the state any impact this contract may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

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Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking work source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3)

**5. USE OF UNITED STATES FLAG VESSELS**

**The Contactor agrees that if applicable to its obligations in performance of the Services:**

a. travel under this contract shall use U.S.-flag air carriers ( air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**6. DEBARMENT AND SUSPENSION**

a. The Contractor shall not make any award or permit any award (sub-contract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

b. The Contractor agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Contractor shall comply with 2 CFR Part 1125 by checking the Excluded Parties List System (EPLS) at [www.sam.gov](http://www.sam.gov) to verify Contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to Contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by federal/State audit agencies

The Contractor agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Contractor enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

**7. BUY AMERICAN ACT**

The Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY POLICES**

The Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et

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seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**9. COPELAND "ANTI-KICKBACK" ACT**

The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**10. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

**11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**12. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**13. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**14. PROCUREMENT OF RECOVERED MATERIALS**



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Led by the State of Utah

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Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

---

**Attachment B**  
**Executive Branch Agencies**

Department of Administration  
Department of Agriculture  
Board of Public Education  
Department of Commerce  
Department of Corrections  
Deaf and Blind, School for  
Department of Environmental Quality  
Department of Fish, Wildlife and Parks  
Governor's Office  
Historical Society  
Department of Justice  
Department of Labor and Industry  
Department of Livestock  
Department of Military Affairs  
Montana Arts Council  
Department of Natural Resources and Conservation  
Commissioner of Political Practices  
Department of Public Health and Human Services  
Public Service Commission  
Department of Revenue  
Secretary of State  
State Auditor  
State Library  
Department of Transportation

**City Council Regular**

**Date:** 02/24/2025  
**Title:** Lockwood Pre-cast Bench Donation  
**Presented by:** Brandon Schmidt  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommend a motion to approve a bench donation from Lockwood Precast.

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

Lockwood Precast has designed a bench honoring military veterans. They wish to donate it to PRPL and have it placed in Veterans Park. The bench value is \$1600.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

None

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**City Council Regular**

**Date:** 02/24/2025  
**Title:** Acceptance of trail project preparation and design funds from Billings TrailNet  
**Presented by:** Elyse Monat  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends Council accept the \$20,000 donation from Billings TrailNet in support of preliminary design and easement work for the Downtown-Coulson Park Trail Connection and the Alkali Creek Trail Connection.

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

For several years, Planning & Community Services has listed both the Downtown-Coulson Park Trail Connection and the Alkali Creek Trail Connection in its section of the Capital Improvements Plan (CIP). The connections are also shown in the Billings Area Bikeway and Trails Master Plan and the update to that document, the Billings Area Pedestrian and Bicycle Master Plan. The downtown-Coulson Park Connection is also on Billings TrailNet's top 5 future projects list and aligns with the improvements the Park's Department is moving ahead with for Coulson Park. Both trails will provide significant safety improvements by providing alternative routes for non-motorized users away from high speed traffic. They also both make or complete connections for the overall Heritage Trail system.

Both of these projects require some development and design work to help make them ready for grant applications, like the Transportation Alternatives program recently reviewed with the City Council. Transportation Planner Elyse Monat approached Billings TrailNet and requested a donation of funds to help cover preliminary design and development of these two projects. The Billings TrailNet board voted to provide \$20,000 to cover these efforts. Funds will be used to hire a consultant to work with City Engineering Division and City Planning staff to help with property owner outreach, development of easements, and preliminary alignment/design.

The city's acceptance of donated funds from Billings TrailNet for preliminary design work on non-motorized projects does not obligate the city to allocate funds for construction. Instead, it provides valuable information that will help assess the feasibility and potential costs of the projects. This preliminary work ensures the city is well-prepared to pursue future grant applications (TA or other sources) or other funding opportunities as they become available. This preemptive work allows for informed decision-making when considering the next steps for these trail connections. Further, Billings TrailNet has been a consistent partner with the City in both matching grant funds as well as supporting pre-construction work that is necessary to ensure projects are set up for success when full design and construction occurs. This continues to be critical for the City as efforts to secure annual funding for trail project pre-work like this, grant matching funds, and funding to build non-motorized facilities has not been successful outside of programming by Public Works in relation to in-ROW projects and SRTS improvements.

**STAKEHOLDERS**

Ultimately, it is the residents and visitors of Billings that benefit from the provision of non-motorized pathways and trails that connect our community. And the community also benefits from having public/private partnerships to help fund and support these activities.

**ALTERNATIVES**

City Council may:

- Accept the donation from Billings TrailNet; or,
- Not Accept the donation from Billings TrailNet. Not accepting the donation will delay development of preliminary design and project readiness so that application of these corridors for grants or other funding sources may not be pursued when opportunities arise.

**FISCAL EFFECTS**

Accepting the funds from Billings TrailNet will provide \$20,000 in funding for the initial pre-design and prep work for these trails that the City does not have available. Accepting these funds and developing easements does not require the City to construct these trails. However, this will help set the projects up for current or future grant funding as

funds become available.

---

### **Attachments**

CIP and area maps for Downtown-Coulson and Alkali Creek Trail Connections

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------|--|
| <b>Department:</b> <u>Planning</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <b>FY26 - FY30 CIP</b>                                                                                           |  |
| <b>Project Category:</b> <u>(P) Transportation</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <b>Project Title:</b> <u>Downtown-Coulson Park Trail Connection</u>                                              |  |
| <b>Project Description/Location:</b><br>This project extends the trail from South 25th Street to 8th Ave South to South 26th Street to Lillian Avenue, under I-90 at RR, and into Coulson Park Trail. Recent changes in ownership of property in this area and redevelopment activity and plans for development is expected to support future trail construction and access for this project.                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                  |  |
| <b>Justification:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                  |  |
| <b>CIP Status - SELECT from LIST</b><br><u>New Project OR Modify Existing</u><br><br>Modify Existing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | <b>Project Type - SELECT from LIST</b><br><u>Renewal/Replacement OR Enhancement/New</u><br><br>Enhancement / New |  |
| <b>Operating Budget Impact:</b><br>These types of multi-modal trail projects will require annual maintenance of the facility, this could include sweeping, snow removal, weeding/mowing and trail repair as needed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                               |  |
| <b>Comments:</b><br>This project is not programmed with currently available funds and is dependent on future funding for completion. The identified future funding sources are available but some are tied to competitive grant programs the City will actively pursue. MDT reconstructed this overpass which should help in facilitating the trail access as well as improve safety. Staff has met with property owners on the South side of the underpass and they are in favor of the trail. It is necessary to keep these projects in the CIP so when grants are applied for, or awarded, the City shows formal commitment to the project. Potential need for matching funds associated with grant funding. |  |                                                                                                                  |  |

| Estimated Project Cost(s)       | Prior Years | FY 2026 | FY 2027    | FY 2028 | FY 2029 | FY 2030 | Future | Total Cost |
|---------------------------------|-------------|---------|------------|---------|---------|---------|--------|------------|
| Planning, Design, & Engineering |             |         | 65,000     |         |         |         |        | \$ 65,000  |
| Land Acquisition                |             |         |            |         |         |         |        | \$ -       |
| Construction                    |             |         | 675,000    |         |         |         |        | \$ 675,000 |
| Equipment                       |             |         |            |         |         |         |        | \$ -       |
| Other                           |             |         |            |         |         |         |        | \$ -       |
| <b>Total Project Cost</b>       | \$ -        | \$ -    | \$ 740,000 | \$ -    | \$ -    | \$ -    | \$ -   | \$ 740,000 |

| Project Funding                          | Prior Years | FY 2026 | FY 2027    | FY 2028 | FY 2029 | FY 2030 | Future | Total Cost |
|------------------------------------------|-------------|---------|------------|---------|---------|---------|--------|------------|
| Transportation Alternatives Program Fund |             |         | 600,000    |         |         |         |        | \$ 600,000 |
| Billings Trailnet                        |             |         | 80,000     |         |         |         |        | \$ 80,000  |
| Trail Stewardship Grant                  |             |         | 60,000     |         |         |         |        | \$ 60,000  |
|                                          |             |         |            |         |         |         |        | \$ -       |
|                                          |             |         |            |         |         |         |        | \$ -       |
|                                          |             |         |            |         |         |         |        | \$ -       |
|                                          |             |         |            |         |         |         |        | \$ -       |
| <b>Total Project Funding</b>             | \$ -        | \$ -    | \$ 740,000 | \$ -    | \$ -    | \$ -    | \$ -   | \$ 740,000 |

## Downtown-Coulson Park Trail Connection

Area circled in orange shows approximate location of potential connection





|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                  |                                                                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--|
| <b>Department:</b> <u>Planning</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                  | <b>FY26 - FY30 CIP</b>                                                              |  |
| <b>Project Category:</b> <u>(P) Transportation</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                  | <b>Project Title:</b> <u>Alkali Creek Trail Connection</u>                          |  |
| <b>Project Description/Location:</b><br>This project would extend the trail from Swords Park at Main Street tunnel along Alkali Creek to the Aronson Connection Trail just east of Aronson Bridge                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                  |                                                                                     |  |
| <b>Justification:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                  |                                                                                     |  |
| <b>CIP Status - SELECT from LIST</b><br><u>New Project OR Modify Existing</u><br><br>Modify Existing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Project Type - SELECT from LIST</b><br><u>Renewal/Replacement OR Enhancement/New</u><br><br>Enhancement / New |  |  |
| <b>Operating Budget Impact:</b><br>These types of multi-modal trail projects will require annual maintenance of the facility, this could include sweeping, snow removal, weeding/mowing and trail repair as needed. All proposed projects will be developed with PRPL for construction and potential maintenance impacts.                                                                                                                                                                                                                                                                     |                                                                                                                  |                                                                                     |  |
| <b>Comments:</b><br>This project is not programmed with currently available funds and is dependent on future funding for completion. The identified future funding sources are available but some are tied to competitive grant programs the City will actively pursue. It is necessary to keep these projects in the CIP so when grants are applied for, or awarded, the City shows formal commitment to the project. All proposed projects will be developed with PRPL for construction and potential maintenance impacts. Potential need for matching funds associated with grant funding. |                                                                                                                  |                                                                                     |  |

| Estimated Project Cost(s)       | Prior Years | FY 2026 | FY 2027    | FY 2028 | FY 2029 | FY 2030 | Future | Total Cost |
|---------------------------------|-------------|---------|------------|---------|---------|---------|--------|------------|
| Planning, Design, & Engineering |             |         | 88,000     |         |         |         |        | \$ 88,000  |
| Land Acquisition                |             |         |            |         |         |         |        | \$ -       |
| Construction                    |             |         | 402,000    |         |         |         |        | \$ 402,000 |
| Equipment                       |             |         |            |         |         |         |        | \$ -       |
| Other                           |             |         |            |         |         |         |        | \$ -       |
| <b>Total Project Cost</b>       | \$ -        | \$ -    | \$ 490,000 | \$ -    | \$ -    | \$ -    | \$ -   | \$ 490,000 |

| Project Funding                          | Prior Years | FY 2026 | FY 2027    | FY 2028 | FY 2029 | FY 2030 | Future | Total Cost |
|------------------------------------------|-------------|---------|------------|---------|---------|---------|--------|------------|
| Transportation Alternatives Program Fund |             |         | 390,000    |         |         |         |        | \$ 390,000 |
| Billings Trailnet                        |             |         | 50,000     |         |         |         |        | \$ 50,000  |
| Trail Stewardship Grant                  |             |         | 50,000     |         |         |         |        | \$ 50,000  |
|                                          |             |         |            |         |         |         |        | \$ -       |
|                                          |             |         |            |         |         |         |        | \$ -       |
|                                          |             |         |            |         |         |         |        | \$ -       |
|                                          |             |         |            |         |         |         |        | \$ -       |
| <b>Total Project Funding</b>             | \$ -        | \$ -    | \$ 490,000 | \$ -    | \$ -    | \$ -    | \$ -   | \$ 490,000 |

## Alkali Creek Trail Connection

Would connect the trails pointed out in red. This creates a connection away from Airport Road where there is only a 7 ft. sidewalk without a buffer next to the road.





## City Council Regular

**Date:** 02/24/2025  
**Title:** Acceptance of Updated Easement for Rose Park Trail  
**Presented by:** Brad Wright  
**Department:** Parks/Rec/Public Lands  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** N/A

---

### RECOMMENDATION

PRPL staff recommends that Council accept the updated easement for the Rose Park Trail.

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

The Phase 1 Safe Routes to School Plan Update identifies the Rose Park Trail as a project to help students at the west end of Rose Park reach Rose Park Elementary School without needing to walk on or across busy streets. In 2023 and 2024, the City applied for and was awarded funding for the Rose Park Trail in two phases from the Recreational Trails Program grant from Montana Fish, Wildlife, and Parks.

When design began, the plan was to direct the trail south of the ball field on Rose Park Elementary's property, and the City obtained an easement from Billings Public Schools for this southern route. Billings City Council accepted the easement.

Partway through the project, a new engineer joined the project and suggested that the trail be routed north of the ball field to avoid being as close to the playground and to make the route more direct, and therefore more desirable for pedestrians. He also suggested ideas about how to reduce the need/cost for a retaining wall which had previously made the northern route cost prohibitive.

As a result, City staff reached out to Billings Public Schools and the volunteer group that programs the ball field. Both groups were amenable to the change, and after reviews by City Legal, an updated easement was sent to Billings Public Schools and was accepted at their December 16, 2024 meeting. This is the easement that is in front of Council tonight for consideration.

The grant and trail project was already approved by Council, so a vote on the easement will not affect whether or not the trail goes forward. The northern route reduces the impact on the school playground and keeps trail users farther from children playing on the playground for more of the route.

---

### STAKEHOLDERS

PRPL, City Of Billings, Billings Public Schools.

### ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

### FISCAL EFFECTS

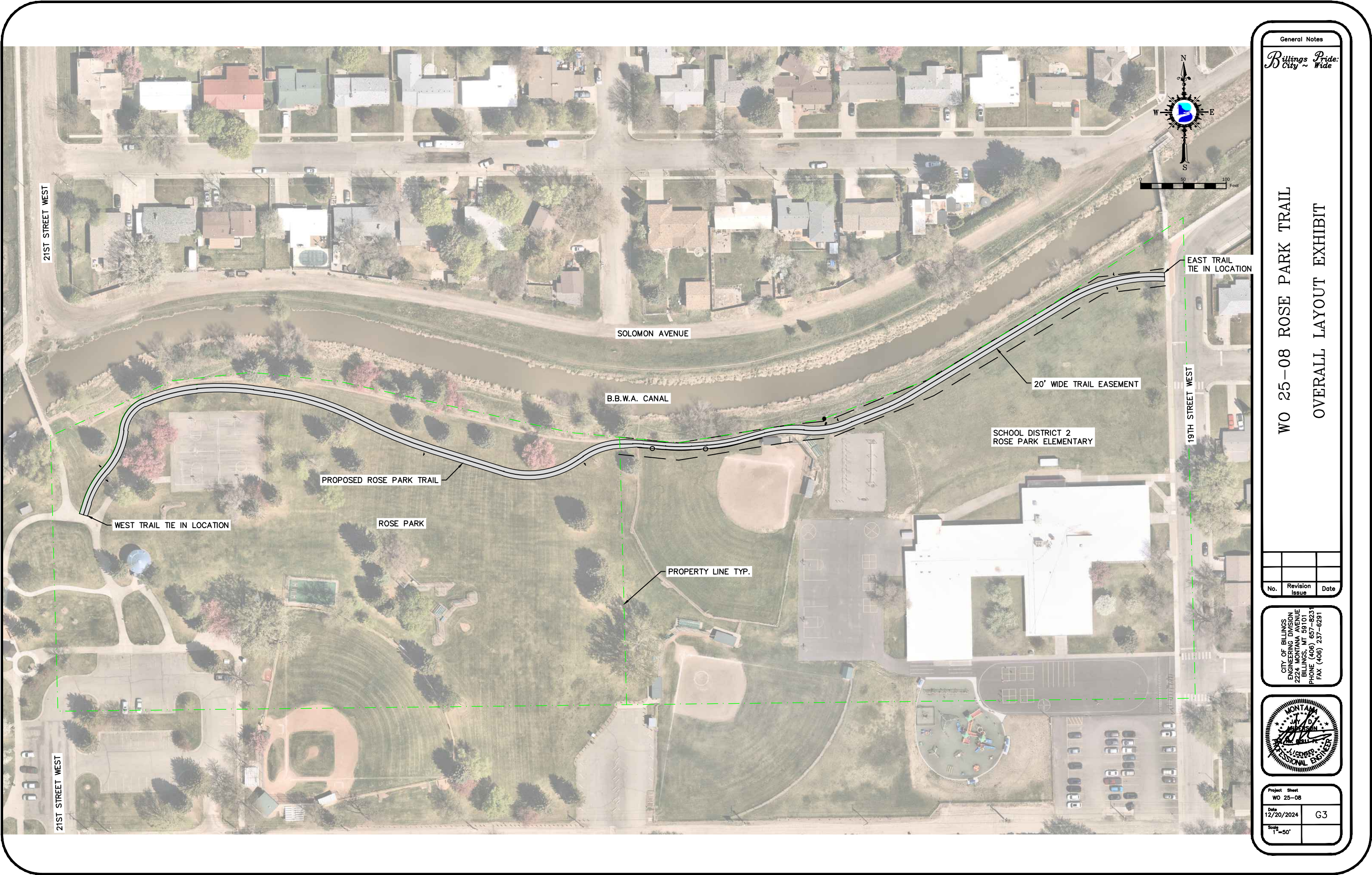
There will likely be some cost savings with constructing the northern route as opposed to the southern route as it is shorter, and we have found a way to avoid a very costly retaining wall on the northern route.

---

### Attachments

Rose Park Trail  
signed easement by SD2





General Notes  
*Billings City ~ Pride Wide*

WO 25-08 ROSE PARK TRAIL  
OVERALL LAYOUT EXHIBIT

| No. | Revision Issue | Date |
|-----|----------------|------|
|     |                |      |

CITY OF BILLINGS  
ENGINEERING DIVISION  
2224 MONTANA AVENUE  
BILLINGS, MT 59101  
PHONE (406) 657-8231  
FAX (406) 237-6291



|                           |    |
|---------------------------|----|
| Project Sheet<br>WO 25-08 |    |
| Date<br>12/20/2024        | G3 |
| Scale<br>1"=50'           |    |



## AMENDMENT TO ROSE PARK TRAIL EASEMENT

**STATE:** Montana

**COUNTY:** Yellowstone

**GRANTOR:** Billings School District #2  
Administrative offices at 415 North 30<sup>th</sup> Street  
Billings, Montana 59101

**GRANTEE:** City of Billings, a Montana municipal corporation  
City Hall  
210 North 27<sup>th</sup> Street  
Billings, Montana 59103-1178

**EFFECTIVE DATE:** May 8, 2024

On May 8, 2024, Grantor, named above, granted and conveyed to Grantee, named above, an easement and right-of way entitled "Rose Park Trail Easement" under and across the lands in the county and state above. That Easement was recorded on July 25, 2024, under Document No. 4079214, of the Records of the county in which the lands are located.

1. It has been determined that the course, distance, and route of the Rose Park Trail Easement conveyed to Grantee was erroneous.
2. The Rose Park Trail Easement described all of Grantor's lands over which Grantee was to select a course or route for its public multi-use trail easement, and upon that route or course being determined, the Rose Park Trail Easement was to be amended to specify the course or route and right-of-way Grantee will use to locate, construct, reconstruct, maintain, use, operate, and repair its public multi-use trail.

The correct and specific course, distance, and route of the Rose Park Trail Easement has been determined by Grantee and is particularly described below and set out and incorporated, herein, on Exhibit "A" to this Amendment, as the following:

### TWENTY (20) FOOT WIDE TRAIL EASEMENT DESCRIPTION

A tract of land being 20 feet in width situated in the SW 1/4 of Section 36, T. 1 N., R. 25 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said easement being a portion of Tract A of Certificate of Survey No. 791 on file and of record under in the office of the Yellowstone County Clerk and Recorder, recorded February 5th, 1958, under Document No. 596282; said tract of land being 10 feet each side of the following described centerline:

Commencing at a point that is the Northwest most corner of Tract A of Certificate of Survey No. 791; Thence S 1°30'39" E, a distance of 10.07' to the true Easement Centerline Point of Beginning, being a point on the west property line of Tract A; Thence along the following 6 courses:

1. S 84°28'44" E, a distance of 69.20'.
2. N 80°42'40" E, a distance of 130.32'.
3. N 83°57'29" E, a distance of 47.82'.
4. N 67°53'09" E, a distance of 127.09'.
5. N 58°58'20" E, a distance of 233.73'.
6. N 82°42'00" E, a distance of 75.06' to the Point of Terminus of said centerline of 20.00' wide easement, with sidelines of said tract being lengthened or shortened to intersect adjacent boundaries; said easement also being shown and described on attached

"Exhibit A".

TO HAVE AND TO HOLD unto GRANTEE and to its successors and assigns forever.

For adequate consideration, Grantor ratifies, adopts, and confirms the Rose Park Trail Easement, as amended, acknowledging that the Rose Park Trail Easement covers that course, distance, and route described in Exhibit "A" to this Amendment, as if the description of the course, distance, and route was originally set out in the Rose Park Trail Easement.

Grantee joins Grantor in executing this Amendment as acknowledgment that the Rose Park Trail Easement is limited to the course, distance, and route described in Exhibit "A".

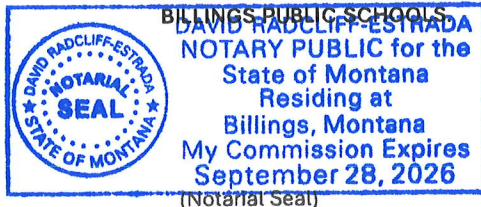
IN WITNESS WHEREOF, this Amendment is executed by Grantor and Grantee as of the date of acknowledgement of their signatures below but shall be effective as of the Effective Date stated above.

GRANTOR

By: [Signature]  
DR. ERWIN GARCIA-VELASQUEZ  
As: SUPERINTENDENT  
Of: BILLINGS PUBLIC SCHOOLS

STATE OF MONTANA )  
County of Yellowstone ) ss

This instrument was signed or acknowledged before me on this 31 day of January 2025, by Erwin Garcia-Velasquez as Superintendent of BILLINGS PUBLIC SCHOOLS



[Signature]  
(Notary Signature)

GRANTEE

By: \_\_\_\_\_  
WILLIAM A. COLE, MAYOR  
CITY OF BILLINGS

ATTEST:

By: \_\_\_\_\_  
DENISE R. BOHLMAN, CITY CLERK  
CITY OF BILLINGS

STATE OF MONTANA )  
County of Yellowstone ) ss

This instrument was signed or acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_ and \_\_\_\_\_ on behalf of the CITY OF BILLINGS, a Montana municipal corporation, as GRANTEE

\_\_\_\_\_  
(Notary Signature)

(Notarial Seal)

**City Council Regular**

**Date:** 02/24/2025  
**Title:** MET Transit 2025 Human Services Transportation Coordination Plan Adoption  
**Presented by:** Rusty Logan  
**Department:** Transit  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

---

**RECOMMENDATION**

Staff recommends City Council adopt the 2025 Billings Area Public Transportation Coordination Plan as recommended by the Human Services Transportation Coordination Group.

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

In accordance with 49 USC 5310 requirements, urbanized areas are required to develop and regularly update a Human Services Area Public Transportation Coordination Plan in order to apply for and utilize Federal Transit Administration funding provided in support of transportation for seniors, individuals with disabilities, and low income populations; these funds are allocated to each urbanized area but are currently managed and awarded by the State of Montana. The State has designated the City of Billings MET Transit Division as the "lead agency" for the Billings Urban Area; this requires MET Transit to annually submit updated coordination and capital recommendations in the form of a coordination plan supporting funding and awards for both MET Transit and area agencies providing transportation. In previous years, the State accepted the recommendation of projects by the Coordination group as well as approved programming of recommended projects in the local Transportation Improvement Plan for grant application; however, with recent procedural changes, the State now requires the governing board of each agency as well as the transit system (Billings City Council) to also adopt the area Public Transportation Coordination Plan prior to application and award of recommended projects. The plan, as recommended by the Coordination group is attached; this group meets quarterly in publicly advertised meetings to discuss ongoing transportation challenges and potential solutions in the Billings Urban Area as well as prioritize requested or recommended capital projects supported by 5310 funding. This program and related funding has historically been utilized to purchase MET Transit paratransit vehicles, vehicles for partner agencies, and updates to bus stop infrastructure. Total section 5310 funding available to the Billings urbanized area for the 2025 period is \$275,251, which requires a 20% local match. The recommended plan and prioritized projects was advertised for public comment from December 27, 2024 through January 24, 2025; no comments were received. As MET Transit was recently in receipt of an awarded section 5339(B) competitive grant to purchase eight (8) replacement paratransit vehicles, MET recommended supporting area agency needs for vehicles prior to MET receiving capital funding; the recommended priority of projects, as indicated in the attached plan, is as follows:

Priority #1 - COR Enterprises: award of federal funds to purchase an ADA-accessible vehicle for client transport.  
 Priority #2 - Big Sky Senior Services: award of federal funds to match locally received funds of \$30,000 to purchase two (2) minivans in support of senior transport.  
 Priority #3 - COR Enterprises: award of federal funds to purchase a non-ADA accessible vehicle for client transport.  
 Priority #4 - MET Transit: award of approximately \$90,000 in federal funds (or remaining balance after other priorities fulfilled) to support bus stop improvements including additional shelters, lighting, and access upgrades.

Upon adoption of the plan, MET Transit will apply for and manage only the MET Transit awarded funds; all other project applications and management are handled by the awarded agencies.

**STAKEHOLDERS**

The City of Billings, the State of Montana, the Federal Transit Administration, and local area agencies provide human services related transportation for seniors, individuals with disabilities, and low income populations.

**ALTERNATIVES**

City Council may:

- Approve the adoption of the 2025 Billings Area Public Transportation Coordination Plan as recommended ; or,
- Not Approve the adoption of the 2025 Billings Area Public Transportation Coordination Plan, potentially jeopardizing receipt of Federal Transit Administration 5310 funds from the State of Montana, and recommend to staff how to proceed.

## **FISCAL EFFECTS**

The recommended MET Transit project supporting bus stop improvements includes up to \$90,000 in section 5310 Federal Transit Administration funding and requires a local match of \$22,500 for a total project cost of \$112,500. Bus stop improvements are reflected annually in the Capital Improvement Plan and MET Transit has adequate capital reserve to provide matching funds.

---

## **Attachments**

2025 Transit Coordination Plan



BILLINGS AREA  
PUBLIC TRANSPORTATION  
COORDINATION PLAN

2025

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## INTRODUCTION

### ***Purpose***

This coordination plan, as required by the Montana Department of Transportation and federal regulations, provides an overview of the structure and practices of the Billings Area Public Transportation Coordination Group and Technical Advisory Committee along with a summary of current and anticipated coordination efforts in the Billings, MT area including prioritized projects for the current funding cycle. Billings is the largest city in the state with a population of approximately 120,000 people (according to 2020 census counts) and covers a geographic area of over 43 square miles. Roughly, two-thirds of the city is located within the Yellowstone River valley with the remainder of the city located north of a sandstone cliff formation above the river valley; Billings is also in close proximity to a significant rail hub for the region (Laurel, MT) which presents a number of challenges regarding transportation where rail and vehicle traffic interact. Regarding demographics, according to 2018 census estimates, 22.7 percent of the population is under the age of 18 years while 18 percent is over the age of 65 years. Further, according to the same source, 9.1 percent of the population under the age of 65 presents with some form of disability. Approximately 11.1 percent of the population falls below the federal poverty level; the area's median household income is \$69,692 annually.

The Billings area is served by a variety of health care providers, human services organizations, senior services agencies, private transportation companies, and a single public transit operator. As transit funding is limited at the local, state, and federal levels, it is imperative entities within the Billings area coordinate transportation services and needs in order to maximize mobility for residents and minimize duplication of services.

The primary purpose of this plan is to refine existing methods and develop new strategies that increase mobility for seniors, individuals with disabilities, and low-income populations through public and stakeholder input. The identified strategies update the current Billings Area Public Transportation Coordination Plan and involve the public transit operator as well as other area agencies/entities. All area transportation and human services providers are welcome to participate in the group.

### ***Public Transit Sources of Funding and Eligible Projects***

The Federal Transit Administration (FTA) administers a variety of public grant programs across the nation. This coordinated plan focuses primarily upon those outlined in 49 U.S.C. 5310, but the public transit operator may also utilize other funding sources in support of goals outlined in this document. In regard to FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, funding may be utilized for both traditional and non-traditional projects, as recommended by the Coordination Group and selected by the Technical Advisory Committee.

## **Goals**

The overall goal of this plan is for all providers listed in this coordination plan to work closely with each other and the lead agency, the City of Billings MET Transit, to:

1. Provide more effective transportation solutions for improvements to ridership, improved access to jobs, and reduced congestion.
2. Minimize duplication of services and ensure more efficient provision of transportation services and resources.
3. Identify transit best practices, enhancements, and human service transportation coordination projects which may help improve transportation services and coordination.
4. Identification and discussion of community needs and recommendations on how to best meet those needs.
5. Ensure adequate and appropriate outreach efforts including seeking participation from non-participating local agencies and entities who may not qualify to receive state or federal transportation funding.

As the lead agency, MET Transit is committed to including the following groups and organizations in the coordinated process:

1. Existing and potential transit riders including the general population, individuals, with disabilities, seniors, and low-income groups.
2. Area transportation planning agencies and transportation providers, including both private and non-profit entities.
3. Human services agencies.
4. Other public and private agencies which administer health and medical, employment, vocational rehabilitation, independent living, and other essential services.

## **COORDINATION STRUCTURE**

Management of the Coordination Plan is facilitated by the lead agency, MET Transit, in conjunction with other agencies and interested parties. In order to ensure efficient and effective group coordination and planning, the overall Coordination Plan will involve input from two distinct groups: the Transportation Coordination Group and the Coordination Technical Advisory Committee (TAC).

### ***Coordination Group***

The Coordination Group is composed of representatives from area agencies listed in this plan, as well as members of the public and any other interested groups. Coordination Group meetings are held at least once per quarter and open to the public with the meeting date, times, and locations published in accordance with the MET Transit Public Participation Plan. These meetings are intended to aid in determining the needs of and prioritizing solutions and services for transportation in the City of Billings area. Once needs and potential solutions are identified,

the Coordination Group will make recommendations on projects to be considered by the Coordination Technical Advisory Committee.

### ***Coordination Technical Advisory Committee***

The Coordination Technical Advisory committee is a five (5) member committee composed of representatives from area agencies responsible for providing services to the distinct groups identified in the Federal Regulations regarding section 5310 funding. Specifically, the group will include one representative each from agencies responsible for providing services to seniors, individuals with disabilities, and low-income populations; each representative should be an individual with the authority to recommend or make decisions regarding projects and transportation coordination within their respective agencies. The group will also include representation from the lead agency, MET Transit, as well as the Metropolitan Planning Organization (MPO). Agencies and members are as follows:

- Adult Resource Alliance of Yellowstone County
- Riverstone Health/Healthy By Design
- COR Enterprises
- Billings Urbanized Area MPO
- City of Billings MET Transit

This group will meet at least once per quarter following the quarterly Coordination Group meetings to discuss and develop recommended projects. Identified projects will be assessed for feasibility, potential impacts, and overall effects on area transportation and coordination efforts; periodically, the CTAC may invite outside members directly involved in proposed projects to provide further information for or discussion on the identified project. Should multiple projects be identified and recommended which exceed available funds, the group will select and prioritize projects based upon majority consensus; application for these projects will then be submitted for funding. Prior to final recommendation and application for funding of projects, the CTAC will publish a public meeting notice and allow for public comment on selected projects.

## **AGENCIES INVOLVED**

### ***Coordination Technical Advisory Committee Agencies***

**MET Transit:** As MET Transit is the local designated recipient for Federal Transit Administration 5307 operating funds to provide public transit service, it serves as the lead agency in coordination efforts. MET has been providing public transportation since 1973 and currently provides both fixed-route and paratransit services. Paratransit is public transportation for individuals who are, due to a disability or other condition, unable to use the MET fixed-route service. Paratransit service was originally established in 1977 by Special Transportation, Inc, which was assumed by the City of Billings MET Transit in 1997 under the new designation of MET Special Transit; MET Transit has since renamed all operations under paratransit to MET-PLUS. Paratransit service meets the transportation needs of a broad spectrum of people who otherwise could not travel locally.

MET provides fixed-route and paratransit service from approximately 5:45 am to 8:15 pm, Monday through Friday and 8:00 am to 6:00 pm on Saturdays. MET serves any disability group, ambulatory and non-ambulatory, including seniors with disabling conditions. Provided rides include trips for employment, educational, medical, shopping and recreational and any other reason. MET coordinates with many different agencies, as well as the general public, to provide transportation within the City Of Billings. The State of Montana Developmental Disabilities Division regularly coordinates with MET for client rides while area skilled nursing facilities and hospitals coordinate for transportation when they are unable to provide transportation. Montana Medicaid and Adult Resource Alliance of Yellowstone County both contract with MET to provide medically related transportation, as well as support for waiver services.

**Billings Urbanized Area Metropolitan Planning Organization:** The Billings Urbanized Area Metropolitan Planning Organization (MPO) oversees transportation planning for the Billings Urban Area. The urban area encompasses the City of Billings, as well as a planning area extending approximately 4.5 miles outside the city limits. The MPO prepares a Unified Planning Work Program (UPWP) each year that contains the discussion of projects to undertake during the upcoming program year, including transit specific projects. The UPWP is supplemented by a five-year Transportation Improvements Plan (TIP). The TIP is a fiscal planning program for federally assisted highway and transit improvements for the Billings Urban Area. Every five (5) years, the MPO prepares an Urban Area Transportation Plan that assesses the transportation needs and recommends actions to address those needs. As the MPO exists as a requirement for both Federal Highway and Federal Transit funding in the small urban area and is directly involved in all aspects of area transportation, MPO involvement in coordination efforts is essential for addressing and planning for existing and future transportation needs.

**Adult Resource Alliance of Yellowstone County:** The Adult Resource Alliance (ARA), a 501(c)(3) non-profit, has been serving seniors since 1975 and provides a comprehensive range of services which support the organization's mission and vision, providing effective service and leading collaborative efforts to ensure seniors remain independent with the highest possible quality of life. Since opening its doors, ARA's programs have continued to expand with the Billings urban area to include Medicare and Medicaid enrollment and education, nutritional programs providing congregate meals at 11 locations, delivering Meals on Wheels (MOW) to home-bound seniors, non-emergency medical transportation, and the Alliance Volunteer RIDES Program (AVP) providing non-medical rides throughout the community, including to ARA meal sites.

**Riverstone Health:** Riverstone Health was created in 2008 as a single identity that grew out of the Yellowstone City-County Health Department. The foundation of their work has been Health, Education, Leadership and Protection (HELP). In their medical and dental clinics they provide care to 20,000 patients each year. Through their Montana Family Medicine Residency they train doctors to help meet Montana's shortage of family medicine practice physicians and provide health services, such as WIC and Maternal Child Health, to help families and young children. They provide hospice services and focus efforts at preventing infectious diseases to make the whole community a safer and better place to live.

**COR Enterprises, Inc.:** COR was originally known as the Billings Sheltered Workshop and has been in operation since 1971; they provide vocational rehabilitation and developmental services for persons with disabilities. COR Enterprises services include Organizational Employment, Community Employment and Community Support Services. Aside from the Yellowstone County and Billings area, this agency also provides services in Lewistown, Bozeman and two Native American Reservations in Eastern Montana.

COR Enterprises provides rides for their clients primarily Monday through Saturday. The agency does provide rides on Sundays for special events and services needed by their clients. Most rides are provided between the hours of 7:00 am and 4:30 pm; however a number of rides are also provided during evening hours depending on the client needs. Transportation is provided for a variety of services, including employment, medical, shopping and recreational purposes. COR Enterprises regularly coordinates with both the MET fixed-route buses and MET-PLUS; MET Transit currently provides fixed-route service to COR's primary facility in Billings on Lampman Drive. COR also coordinates and provide transportation for clients from other agencies such as the PD Waiver Program, Developmental Disabilities and the SDMI Program. COR Enterprises also has vehicles available through an individual agreement for other agencies as needed, including Eagle Mount, to use when COR is not using them.

### ***Coordination Group Agencies***

Listed below are providers who regularly participate in the Coordination Group meetings and participate in the coordination of services.

**A.W.A.R.E., Inc. (Anaconda Work and Residential Enterprises):** AWARE is a private, non-profit corporation that was started in Anaconda, Montana in 1976. Since AWARE's start over 45 years ago, it has grown into an organization that has helped and continues to help thousands of people across Montana achieve their potential. AWARE is governed by a seven member Board and presently employs more than 800 people in multiple communities around the State. AWARE offers a variety of services in fully licensed and nationally accredited programs, geared towards improving lifestyles and opportunities for Montanans affected by disabilities or mental challenges. In Billings, AWARE operates 4 adult group homes, 2 adult DD autism group homes and 1 youth mental health group home. A second, youth mental health group home is scheduled to open in the near future. AWARE also operates a day service work program that provides a variety of work and day activities including janitorial services, sensitive document disposal and community employment. AWARE operates the Enterprise Learning Center in collaboration with Billings public schools that provides educational and vocational programs to autistic youths in the Billings area. AWARE also manages the "Growth Through Art" program which is located at AWARE's main office facility. Many of the individuals participating in this program utilize MET Special Transit.

AWARE provides transportation services to their clients who reside at their group homes. Clients are transported on a daily basis to and from their respective residential settings for a number of reasons which include but are not limited to; work, school, after school activities, medical visits, community events and family visits. Transportation services are

provided for whatever need arises with service available seven days a week, 24 hours a day.

**Big Sky Senior Services:** Big Sky Senior Services is focused on providing low-cost, in-home services to Senior Citizens and Adults with Disabilities to maintain independence, increase quality of life and prevent elder abuse by helping them remain connected in the community. Services offered include: Personal care, nursing medication setup, elder abuse awareness, representative payee services, guardianship, dementia education, transportation to medical appointments and grocery, and supporting senior independence in the home.

**Billings Clinic:** Based in Billings, Billings Clinic is Montana's largest health care organization and serves a vast region covering much of Montana, northern Wyoming and the western Dakotas. Billings Clinic manages 11 Critical Access Hospitals and has other partnerships across the region. Affiliated hospitals are located throughout Montana and Wyoming. Billings Clinic is a physician-led, integrated multi-specialty group practice with a 304-bed hospital and a Level II trauma center. It also operates a number of clinics providing a full range of medical services. Billings Clinic's vision is to be a national leader in providing the best clinical quality, patient safety, service and value.

**Intermountain Health Care:** Intermountain Healthcare is based in Salt Lake City, Utah, and provides high-quality, affordable, and personalized healthcare to the people of Montana, Wyoming, Idaho, Nevada, Utah, Colorado, and Kansas. Intermountain Health delivers care by taking a proactive approach to help you stay well. As an innovative, nonprofit healthcare system, Intermountain invests back into improving the care they deliver. Intermountain Healthcare has more than 63,000 employees, 385 clinics, and 33 hospitals. Locally, representatives from the Intermountain Healthcare St. Vincent Regional Hospital participate in coordination efforts.

**State of Montana DPHHS Developmental Disabilities Program (DDP):** The Montana Developmental Disabilities Program's central office is in Helena with regional offices in Billings, Glasgow, Great Falls and Missoula. DDP contracts with private, non-profit corporations to provide services across the lifespan for individuals who have developmental disabilities and their families. The focus of the program is to tailor care to the individual and provide it in as natural an environment as possible.

**United Way of Yellowstone County:** United Way of Yellowstone County is the primary community-building organization in South Central Montana. They provide leadership to effectively mobilize people and financial and strategic resources to improve people's lives. They identify and address the community's priority needs and provide solutions that achieve measurable results and sustained community change.

### ***Other Identified Area Agencies***

MET Transit has identified the following local area agencies who occasionally participate or may be interested in participating; contact was made via invites to the local coordination group.

Advanced Care Hospital of Montana  
Affinity  
Aspen Grove  
Aspen Meadows  
Aspen View Retirement  
Autumn Springs Assisted Living  
Beartooth Assisted Living  
Billings Bible College  
Billings Nursing & Rehabilitation  
Billings School District #2  
Billings Taxi  
Billings Yellow Cab  
Blind & Low Vision  
Central Court Village  
City Cab  
Eagle Cliff Manor  
Edgewood Vista  
Fraser Tower  
Golden Advantage Senior Services  
Head Start, Inc.  
Highgate Senior Living  
Human Resources Development Council  
Interim Health Care  
Job Connection  
Lasting Legacy  
LIFTT  
Magic City Terrace  
Mental Health Center  
RSS

RSD  
Morning Star Senior Living  
MSU-Billings  
Montana Center on Disabilities  
Northern Rockies Oncology  
Parkview  
PLUK  
Prairie Towers  
Rainbow House  
Rocky Mountain College  
Rocky Mountain Home Care  
Rocky Mountain Hospice  
S.T.E.P.  
Sage Tower  
St. John's Lutheran Ministries  
Sweetwater Retirement  
Synergy Home Care  
Tender Nest  
Total Transportation  
Vintage Suites  
Visiting Angels  
Vocational Rehab  
Volunteers of America  
Westpark Retirement Village  
Yellowstone County Human Services  
Yellowstone Naturopathic Clinic  
Yellowstone River Nursing & Rehabilitation  
YMCA  
YWCA

## PARTICIPATING AGENCY FLEET STATUS

Most recent reported fleet information for agencies participating in the Coordination Plan are as follows:

### MET TRANSIT

| Year | Make     | Model    | Mileage | ADA Lift Equipped | Passenger Capacity | Currently in Use? |
|------|----------|----------|---------|-------------------|--------------------|-------------------|
| 2015 | Eldorado | Aerotech | 144,505 | Yes               | 16                 | Yes               |
| 2017 | Elkhart  | Coach    | 138,982 | Yes               | 16                 | Yes               |
| 2017 | Elkhart  | Coach    | 130,135 | Yes               | 16                 | Yes               |
| 2018 | Elkhart  | Coach    | 107,085 | Yes               | 16                 | Yes               |
| 2018 | Elkhart  | Coach    | 118,853 | Yes               | 16                 | Yes               |
| 2018 | Elkhart  | Coach    | 119,680 | Yes               | 16                 | Yes               |
| 2018 | Elkhart  | Coach    | 114,519 | Yes               | 16                 | Yes               |
| 2018 | Elkhart  | Coach    | 131,927 | Yes               | 16                 | Yes               |
| 2019 | Elkhart  | Coach    | 93,082  | Yes               | 16                 | Yes               |
| 2019 | Elkhart  | Coach    | 73,466  | Yes               | 16                 | Yes               |
| 2019 | Elkhart  | Coach    | 76,962  | Yes               | 16                 | Yes               |
| 2023 | Ford     | Transit  | 4,663   | Yes               | 7                  | Yes               |
| 2023 | Ford     | Transit  | 6,345   | Yes               | 7                  | Yes               |
| 2023 | Ford     | Transit  | 8,363   | Yes               | 7                  | Yes               |
| 2023 | Ford     | Transit  | 8,895   | Yes               | 7                  | Yes               |

### ADULT RESOURCE ALLIANCE

| Year | Make | Model | Mileage | ADA Lift Equipped | Passenger Capacity | Currently in Use? |
|------|------|-------|---------|-------------------|--------------------|-------------------|
| 2004 | GMC  | G31   | 89,000  | Yes               | 12                 | Yes               |
| 2003 | GMC  | G31   | 91,000  | Yes               | 12                 | Yes               |

### BIG SKY SENIOR SERVICES

| Year | Make  | Model    | Mileage | ADA Lift Equipped | Passenger Capacity | Currently in Use? |
|------|-------|----------|---------|-------------------|--------------------|-------------------|
| 1997 | Buick | LeSabre  | 168,596 | No                | 3                  | Yes               |
| 1999 | Ford  | Windstar | 182,817 | No                | 3                  | Yes               |

### COR ENTERPRISES

| Year | Make | Model   | Mileage | ADA Lift Equipped | Passenger Capacity | Currently in Use? |
|------|------|---------|---------|-------------------|--------------------|-------------------|
| 2024 | FORD | Endura  | 4,080   | Yes               | 11                 | Yes               |
| 2022 | FORD | Transit | 6,363   | Yes               | 9                  | Yes               |
| 2019 | FORD | Elkhart | 80,389  | Yes               | 14                 | Yes               |



|      |          |            |         |     |    |     |
|------|----------|------------|---------|-----|----|-----|
| 2019 | DODGE    | Caravan    | 80,336  | No  | 7  | Yes |
| 2017 | GMC      | Sierra     | 99,488  | No  | 5  | Yes |
| 2014 | CHEVY    | Impala     | 122,693 | No  | 5  | Yes |
| 2014 | Chrysler | T&C        | 111,898 | No  | 5  | Yes |
| 2013 | FORD     | Taurus     | 156,088 | No  | 5  | Yes |
| 2012 | FORD     | Flex       | 105,774 | No  | 5  | Yes |
| 2012 | SUBARU   | Outback    | 94,645  | No  | 5  | Yes |
| 2011 | FORD     | Elkart     | 139,369 | Yes | 11 | Yes |
| 2010 | Lincoln  | MKS        | 64,415  | No  | 5  | Yes |
| 2010 | Dodge    | Conversion | 153,148 | Yes | 2  | Yes |
| 2009 | SUBARU   | Forester   | 77,029  | No  | 4  | Yes |
| 2006 | SUBARU   | Forester   | 104,839 | No  | 4  | Yes |
| 2005 | DODGE    | Caravan    | 224,144 | No  | 4  | Yes |

## **FUNDING AND 2025 CAPITAL ASSISTANCE PROJECTS**

Agencies identified in this coordination plan have an in-depth understanding of the limits of available funding to provide transportation services to both the groups identified in the 5310 program and the public as a whole. The group has continually discussed innovative means to improve access to transportation by utilizing available funding in more efficient and effective ways. In the coming year, MET Transit intends to continue engaging identified agencies in the coordination plan in re- evaluation of existing coordination practices and agreements. Both the CTAC and Coordination Group understand existing needs in the community which may be better served by evaluating existing practices in ways which utilize available funding in increasingly effective ways.

### ***TransADE***

The transportation coordination group has discussed the use of TransADE funds to improve access to transit for the identified groups, and the public as a whole. Currently, MET Transit utilizes TransADE funding in preventing a decrease in available services as the funds help to maintain current service levels provided by the public transit agency. While federal regulations require paratransit service within a ¾ mile corridor around fixed-route service, MET Transit currently provides paratransit service beyond this minimum requirement by serving nearly any area within the City of Billings city limits. Without TransADE funding, this expanded service would be detrimentally impacted.

### ***Capital Assistance Projects for 2025***

Throughout the course of the discussions in the previous plan year, the existing group identified needs regarding fleet replacement for local area transportation and human services providers as well as modifications to the existing MET Transit practices. Through discussion reflected in the attached meeting minutes, the group identified and agreed upon the following three eligible capital projects:

#### **Priority 1: COR ENTERPRISES ADA VEHICLE**

COR has a number of vehicles that have exceeded usable life when considering both age and mileage and has expressed the need for both an ADA accessible Ford Transit style vehicle, as well as a non-ada vehicle, which can be fulfilled preferably with a minivan but a small SUV may also suffice. COR utilizes awarded vehicles primarily for transport of client with disabilities between day program sites and client group

homes or residences. COR also utilizes the vehicles in support of daily life activities for individuals with disabilities. Current estimated pricing

**Priority 2: BIG SKY SENIOR SERVICES MINIVAN FUNDING**

Big Sky Senior Services provides transportations to seniors for medical visits, grocery shopping, and other necessary activities of daily life. Big Sky Senior Services is requesting funding to purchase up to two non-ADA accessible minivans to support these services. The agency is currently in receipt of \$30k in grant funding from a local foundation that they intend to utilize to match this project. The Coordination Committee agreed to allocate \$70k in 5310 funds to support this project.

**Priority 3: COR ENTERPRISES NON-ADA VEHICLE**

COR has a number of vehicles that have exceeded usable life when considering both age and mileage and has expressed the need for both an ADA accessible Ford Transit style vehicle, as well as a non-ada vehicle, which can be fulfilled preferably with a minivan but a small SUV may also suffice.

**Priority 4 : MET TRANSIT BUS STOP/PASSENGER AMMENITY IMPROVEMENTS**

MET Transit's fixed-route service underwent a significant overhaul in 2023 including a significant increase in frequency and consistency as well as the move of the entire system into a designated stop system and away from the traditional flag stop system. This move not only significantly increased the overall ridership and usage on the system, but also established over 450 bus stops across the City of Billings when previously no designated bus stops had existed. Consequently, MET Transit has a significant need to update a large number of bus stop locations across the city not only for passenger accessibility, but also to provide for basic amenities such as benches, shelters, and lighting. This project would utilize remaining 5310 funds after award/application of the previous priorities (COR vehicles, funding to support Big Sky Senior vehicles).

**City Council Regular**

**Date:** 02/24/2025  
**Title:** MET Transit Public Transit Agency Safety Plan 2025 Update  
**Presented by:** Rusty Logan  
**Department:** Transit  
**Presentation:** No  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends City Council approve and adopt the updated MET Transit Agency Safety Plan as required by the Federal Transit Administration (FTA) under the final rule covered by 49 CFR Part 673.

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

49 CFR 673 includes the Public Transportation Agency Safety Plan final rule, which requires operators of public transportation systems who receive Federal financial assistance under 49 U.S.C. Chapter 53 to develop Public Transportation Agency Safety Plans based on the Safety Management System approach and principles. The development and implementation of these safety plans helps to ensure that public transportation systems across the nation operate in a safe manner in execution of transit services and were first required to be implemented in January of 2020. In order to meet this requirement, MET Transit Division staff have developed, implemented, and continue to maintain the MET Transit Agency Safety Plan in accordance with and guidance from Federal Transit Administration regulations and requirements. The overall procedures and practices outlined by the Plan continue to be implemented daily while the plan itself is updated and modified as necessary for continued compliance as well as necessary improvements to safety practices. The plan is required to be reviewed annually. As MET Transit staff recently completed the annual review of the Plan, updated language has been added to both the the body and appendices. This Plan covers all areas of the City of Billings MET Transit operation in regard to safety, including vehicle operation, passenger service, fleet and facility maintenance, administration, and other applicable areas. As outlined by the final rule in 49 CFR 673, this plan requires adoption by the transit agency's governing board, the Billings City Council, when annual updates to the plan body occur. Specific updates to the Plan are outlined in the "Plan Development, Approval, and Update History" of the document, with specific updated items listed under the most recent revision.

**ALTERNATIVES**

City Council may:

- Approve the MET Transit Agency Safety Plan, ensuring compliance with FTA regulations; or,
- Not Approve the MET Transit Agency Safety Plan. This action would put the receipt of Federal funding in jeopardy, placing a significant financial strain on both the capital and operational needs of the MET Transit Division and impair the City's ability to provide transit services to the population of Billings.

**FISCAL EFFECTS**

At this time, there will be no additional financial impact as the MET Transit Division intends to continue utilizing current personnel and resources to fulfill the requirements of the MET Transit Agency Safety Plan. However, as the Plan continues to develop, additional capital and or operational resources may be necessary and will be evaluated as needed.

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**Attachments**

MET Transit Safety Plan

City of Billings  
Aviation and Transit Dept.



MET TRANSIT DIVISION  
Public Transit Agency Safety Plan  
2025

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## TRANSIT AGENCY INFORMATION

Accountable Executive: Rusty Logan - Assistant Transit Director

Chief Safety Officer: Josh Smith - Transit Operations Coordinator

MET Transit regularly utilizes FTA funding from sections 5303, 5310, 5307, and 5339.

The Metropolitan (MET) Transit System is a division of the Aviation and Transit Department within the City of Billings located in Billings, MT. The system provides public transportation service within city limits, which includes both fixed-route bus services and ADA paratransit services (referred to as MET Plus). MET Transit has served the city with fixed-route service since 1973; ADA paratransit services were internalized to city operations in 1997. The City of Billings has the largest population of any city in the state of Montana with approximately 117,000 people and covers a geographic area of over 41 square miles. Roughly two-thirds of the city are located within the Yellowstone River Valley, with the remainder of the city located north of a sandstone cliff formation above the valley; Billings is also a significant rail hub for the region, which presents a number of challenges regarding planning, development and daily operations of routes where rail and motor vehicle traffic interact.

MET Transit utilizes a fleet of twenty-five (25) buses to provide service on fourteen fixed-routes, as well as fifteen (15) body-on-chassis small buses providing service across ten (10) paratransit demand-response routes. These vehicles operate from approximately 5:45 AM to 8:15 PM on weekdays and 8:00 AM to 6:00 PM on Saturdays. Further, MET Transit has three (3) separate property locations with three (3) separate facilities, consisting of the main operations facility and two transfer centers placed strategically in the city. The METroplex, located at 1705 Monad Road, is the main operations facility and consists of a large building combining the administrative offices, bus storage and fueling bays, fleet maintenance bays, and general inventory storage; this facility also has a smaller secondary building that houses the MET Transit bus wash bay and a large yard for both storage and training. All rolling stock, equipment, and parts inventories are housed at the METroplex. The Stewart Park Transfer Center, located at 260 Stewart Park Rd, consists of a large bus parking area with passenger shelters, as well as a small outbuilding which serves as a driver break area. The Downtown Transfer Center, located at 220 N. 25th St, consists of a large parking area with passenger shelters and a facility containing driver break areas, as well as offices for periodic administrative use.

### ANNUAL REVIEW & UPDATE PROCESS

The annual review and update of this Public Transit Agency Safety Plan (PTASP) plan will take place at the beginning of each calendar year. Updates will be finalized and in place by the 1<sup>st</sup> Quarter of each year. The review will be led by the Accountable Executive, with support from the Chief Safety Officer as well as the Transit Training and Compliance Coordinator, Road



Supervisors, and remaining management team, with input from the safety committee. Updates will be administered based on operational needs, updated regulations, safety goals, employee and public feedback, as well as informed by any safety findings or issues that arise throughout the previous year.

## PLAN DEVELOPMENT, APPROVAL, UPDATE HISTORY

|                                           |                                                                                                                                                                                                                                                                             |                                         |                    |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------|
| <b>DRAFTED BY</b>                         |                                                                                                                                                                                                                                                                             | City of Billings- MET Transit           |                    |
| <b>SIGNATURE OF ACCOUNTABLE EXECUTIVE</b> |                                                                                                                                                                                                                                                                             |                                         |                    |
|                                           |                                                                                                                                                                                                                                                                             | Rusty Logan- Assistant Transit Director |                    |
| <b>CITY COUNCIL APPROVAL</b>              |                                                                                                                                                                                                                                                                             | Meeting Minutes Attached                |                    |
| <b>MAYOR SIGNATURE</b>                    |                                                                                                                                                                                                                                                                             |                                         |                    |
|                                           |                                                                                                                                                                                                                                                                             | Bill Cole – Mayor                       | DATE               |
| <b>VERSION NUMBER AND UPDATES</b>         |                                                                                                                                                                                                                                                                             |                                         |                    |
| <b>VERSION NUMBER</b>                     | <b>SECTION AFFECTED</b>                                                                                                                                                                                                                                                     | <b>REASON FOR CHANGE</b>                | <b>DATE ISSUED</b> |
| 0001                                      | All                                                                                                                                                                                                                                                                         | New Document                            | December 31, 2020  |
| 0002                                      | <ul style="list-style-type: none"> <li>- Annual Review &amp; Update</li> <li>- Discipline Thresholds</li> <li>- Recognition Page</li> <li>- Safety Risk Register</li> <li>- Safety Assurance Policy</li> <li>- Self Reporting Policy</li> <li>- Self Report Form</li> </ul> | Annual Review                           | January 10, 2022   |
| 0003                                      | <ul style="list-style-type: none"> <li>- Agency Leadership- Road Supervisor</li> <li>- Updated Targets and Information</li> <li>- Infectious Disease</li> <li>- Organizational Structure</li> </ul>                                                                         | Annual Review                           | January 16, 2023   |
| 0004                                      | <ul style="list-style-type: none"> <li>- Updated Targets and Information</li> </ul>                                                                                                                                                                                         | Annual Review                           | January 2024       |
| 0005                                      | <ul style="list-style-type: none"> <li>- Transit Agency Info Updated</li> <li>- Targets and Information</li> <li>- Key Staff updated with Training Position info</li> </ul>                                                                                                 | Annual Review                           | February 2025      |

|  |                                                                                                                                                                                                                        |  |  |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <ul style="list-style-type: none"><li>- Safety Recognition Jacket language</li><li>- Safety Assurance Policy</li><li>- Organizational Structure</li><li>- Added new Directive 24-1</li></ul> Information in Appendices |  |  |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|





## SAFETY PERFORMANCE TARGET COORDINATION

MET Transit's Accountable Executive shares our Public Transit Agency Safety Plan, including safety performance targets, with the Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC). The TAC is comprised of both State of Montana representatives and the Billings-Yellowstone County MPO participants.

|                                         |                                 |                                 |
|-----------------------------------------|---------------------------------|---------------------------------|
| <b>Targets Transmitted to the State</b> | <b>State Entity Name</b>        | <b>Date Targets Transmitted</b> |
|                                         | State of Montana                | <b>01/30/2025</b>               |
| <b>Targets Transmitted to the MPO</b>   | <b>City of Billings MPO</b>     | <b>Date Targets Transmitted</b> |
|                                         | Billings-Yellowstone County MPO | <b>01/30/2025</b>               |



## ANNUAL SAFETY PERFORMANCE TARGETS

MET Transit has established safety performance targets based on the safety performance measures established by FTA in the National Public Transportation Safety Plan Final Rule. The safety performance measures are total fatalities, injuries, safety events, and system reliability separated by mode of transit service. Due to increased operator and transit employee assaults, and in response to FTA's General Directive 24-1: Required Actions Regarding Assaults on Transit Workers, MET has added an additional performance target and increased safety mitigations and training in an effort to reduce the number of operator and employee assaults in the future.

Current safety performance targets are identified in the table below and are adjusted as needed in consideration of previous performance results. In 2024, MET recorded three (3) safety events on the fixed route service mode and zero (0) on Paratransit. The three safety events resulted in two (2) injuries and one (1) fatality. MET had fourteen (14) verbal employee assaults and two (2) physical assaults. All but one assault was on transit operators, with the remaining verbal assault being on a Road Supervisor. This was a large increase from 2023, when MET had one verbal assault on an operator. The Federal Transit Administration (FTA) definition of assault and full Safety Management System Report (SMS) can be found in Appendix L.

Updated safety performance targets for 2025 are below:

### Safety Performance Targets for 2025:

|                                   | Fixed Route Service | Paratransit Service |
|-----------------------------------|---------------------|---------------------|
| Fatalities (Total)                | 0                   | 0                   |
| Fatalities (per 100k VRM)         | 0                   | 0                   |
| Injuries (Total)                  | 0                   | 0                   |
| Injuries (per 100k VRM)           | 0                   | 0                   |
| Safety Events (Total)             | 1                   | 0                   |
| Safety Events (per 100k VRM)      | < 1                 | < 1                 |
| System Reliability (VRM/Failures) | 30,000              | 100,000             |
| Assaults on Operations Staff      | 0                   | 0                   |



# SAFETY MANAGEMENT POLICY

## **Safety Management Policy Statement**

MET Transit is dedicated to maintaining safe operations while providing the people of Billings with a cost-effective and efficient public transportation system. MET has developed the included policies to facilitate a safe working environment for employees, customers, and the general public.

The purpose of this plan is to provide a structured safety management approach that effectively controls operational safety risks and continuously improves MET's safety performance; accomplishing this requires the following actions:

- Document a top-down commitment from management and a commitment from employees, contractors, and the general public to achieve safety goals.
- Establish a chain of control to document the implementation of the PTASP through guidelines, policies, and provisions.
- Identify safety management roles and responsibilities that outline ownership at every level.
- Establish the Agency's safety goals and objectives while ensuring MET is following industry safety practices and federal recommendations.
- Set safety performance targets to ensure MET achieves its safety objectives.
- Define acceptable levels of safety performance for provided services.
- Provide a framework and guidance to implement, evaluate, and continuously improve safety policies, the safety risk management processes, and the achievement of related goals and objectives.
- Establish safety programs that document MET Transit's commitment to safety.
- Maintain SMS records according to reporting year and type of record. All records will be maintained for a minimum of three (3) years.

This PTASP applies to all MET Transit operations and related activities. All MET facilities fall under the same requirements that equipment, supplies, practices, and procedures, and must meet or exceed applicable federal, state, and local standards, as well as the MET Transit Safety Management Systems (SMS) standards.

## **Safety Management Policy Communications**

Rusty Logan, the Assistant Transit Director and Accountable Executive, informed MET's staff of the implementation of the PTASP plan in August 2020. MET Transit distributes a hard copy of the Safety Management Policy to each employee, as well as posting the policy on MET Transit's website. MET Transit utilizes a safety bulletin board in operations common areas where the policy and all supporting documents are displayed. MET operates an internal safety committee comprised of management, operators, maintenance staff, and administrative personnel to carry out and continually evaluate various aspects of the safety plan. Further, the safety committee



provides a platform for employees to communicate safety concerns and allows management to communicate mitigation updates. All new hires are given a one-on-one introduction to MET's Safety Management Policy.

### **Authorities, Accountabilities, and Responsibilities**

#### *Accountable Executive*

The Assistant Transit Director serves as the Agency's Accountable Executive. The Assistant Director's responsibilities for the SMS Plan include:

- Acts as the Division's safety advocate
- Maintains authority for major financial issues
- Directs responsibility for the conduct of the division's affairs
- Has final authority over division operations
- Establishes and promotes safety policy
- Collaborates with Management Staff to establish the division's safety objectives and targets
- Has final responsibility for the resolution of all safety issues

#### *Chief Safety Officer*

The Transit Operations Coordinator serve as the Agency's Chief Safety Officer (CSO). The Transit Operations Coordinator:

- Has the oversight authority and responsibility for implementing MET's Safety Management System (SMS).
- Reports directly to the Assistant Transit Director.
- Responsible for providing resources and executive-level safety advocacy and direction to Supervisors and other management staff who manage day-to-day implementation and operation of the SMS.

#### *Agency Leadership*

The role of the Supervisors and other management staff is to assist the CSO in maintaining safe operations. The duties of the Supervisors include taking a lead role in:

- Developing/maintaining safety policies, plans, procedures, and processes, along with developing and maintaining a proactive SMS Plan/program.
- Providing advice for developing realistic and data-driven safety performance indicators and targets.
- Providing advice, interpretation, and recommendations over technical matters, such as safety design and systems in new bus purchases, facility renovations, decommissioning of old equipment, and other areas, including, but not limited to, standards for safe working, job hazard analyses, and assisting with the development of Standard

Operating Procedures (SOPs).

- Leading the development of safety training, competency, and awareness programs, and providing advice, input, and final review in the development of training activities.
- Tailor safety management plans for conduct of operations based upon risk.
- Engaging in Risk Management in safety audit activities, verifying compliance with the SMS Plan with relevant guidelines and standards, and performing regular safety related reviews of operations.
- Allocate safety resources based on work, associated hazards and the importance of facilities/operations.
- Provide training and education programs that maintain competence in safety-critical areas.
- Measure and report program effectiveness in a form that is useful and relevant.
- Road supervision and addressing of customer complaints.
- Administration of daily safety messages before operators begin their shift.

*Key Staff and Activities*

Safety Training and Compliance Coordinator: This position is responsible for providing and/or coordinating all staff training including new employee training, CDL training, ongoing annual safety training, mitigation training, and other identified training.

Transit Road Supervisors: These positions are responsible for direct supervision of fixed-route, paratransit, and dispatch staff as well as coordination of daily operation activities; primary safety audits and reviews of operations staff are completed by these positions.

Transit Maintenance Supervisor: This position is responsible for oversight, direction, and coordination of daily fleet and facility maintenance and operations, including staff supervision; primary safety audits and reviews of maintenance staff are completed by this position.

MET Transit has an internal safety committee and conducts staff meetings to support its SMS and safety programs:

- Staff Meetings: Hazard reports and mitigations will be shared; safety topics will be shared and discussed. Any safety concerns or further information will be documented.
- Safety Committee: The internal safety committee will meet monthly to discuss hazards, mitigations, and any further safety issues that may arise. The safety committee will be used as a vehicle for further employee safety reporting and communication.



## **Employee Safety Reporting Program**

The objective of the Employee Safety Reporting Program is to cultivate and foster a proactive safety culture in which employees are comfortable and encouraged to bring safety concerns to the attention of agency Management. MET recognizes that employees are most familiar with the details of their respective jobs and work environment, which makes their input crucial to maintaining safety in the workplace. Therefore, when witnessing an unsafe act or noticing an unsafe condition, or being involved in a near miss or unsafe act, employees must promptly report the unsafe condition or act to a Supervisor, Chief Safety Officer, or the Assistant Transit Director. The situation shall be evaluated promptly with employees receiving a clear plan for correcting the issue.

No person will be penalized or retaliated against for bringing safety issues to the attention of management. This statement does not apply to information received from a source other than the employee, or which involves an illegal act, deliberate or willful disregard of policy, regulations, or procedures. However, repetitive risk behaviors displayed by an employee may be subject to disciplinary action.

There are several ways employees can report their safety concerns to management:

- Report directly to a Supervisor
- Report directly to the Chief Safety Officer
- Report directly to the Assistant Transit Director
- Submit a safety concern anonymously via the safety suggestion box, located in the employee METroplex break area
- Report minor safety concerns to transit dispatch
- Complete a safety self-report form

All safety concerns and comments are reviewed with follow-up by the direct supervisors in a timely manner.

Examples of information typically reported include:

- Safety concerns in the operating environment (potholes, water main break, etc.)
- Policies and procedures that are not working as intended.
- Information regarding safety events (perhaps lack of radio communication or failure of equipment)

The Chief Safety Officer will review and document all safety items as needed. Forms can be submitted to the safety suggestion box or directly turned into supervisors. All safety reporting forms are as follows:

- All near misses, safety events, or hazards will be reported on the Safety Reporting Form, which can be found in Appendix A.
- Vehicle breakdowns will be logged on a spreadsheet by transit dispatchers daily. The



vehicle breakdown sheet can be found in Appendix B.

- City of Billings Harassment Report Form can be found in Appendix C.
- City of Billings Workplace Violence Report form can be found in Appendix D.
- MET Transit Safety Risk Register can be found in Appendix E.
- City of Billings Incident Report Form can be found in Appendix F.
- Self Reporting/Near Miss Form can be found in Appendix I.



# SAFETY RISK MANAGEMENT

## Safety Risk Management Process

A Hazard is defined as “a condition with the potential to cause harm.” Risk management is a systematic approach to managing workplace hazards. It is essential that management identifies, evaluates, and determines the means to reduce risks to an acceptable level to protect employees, visitors, third-party contractors, and others who are physically present in the workplace. Risk management also protects assets and considers how to avoid losses.

After hazards and their potential impact have been identified, MET Management will conduct a Safety Risk Assessment to determine the seriousness of the risk. Factors considered include the likelihood of occurrence, the severity of the consequences should there be an occurrence and the level of exposure to the hazard.

The evaluation consists of:

- Existing controls – Existing processes, devices, practices, or controls that act to minimize threats or enhance opportunities, including an indication of how they might be of influence.
- Consequence – A description and rating of the consequence of a risk, in terms of the loss or gain that may be experienced if the event occurs.
- Likelihood – A description and rating of the likelihood of the risk for the full range of event consequences (for opportunities, it is the likelihood of the stated gain being realized if the opportunity is pursued).

MET Transit supervisory staff will assess safety risks utilizing the Safety Risk Matrix. Results of the risk evaluation process will help prioritize the risk and determine whether it is being appropriately managed or controlled. If the risks are acceptable, the hazard will need further monitoring. If the risks are unacceptable, MET will take necessary steps to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

When contractors work on transit property, it is expected that they will wear necessary personal protective equipment and follow all safety protocols put in place by MET. This is essential for the safety of passengers, transit employees, contractors, and protection of transit property. MET Transit has a duty to inform contractors when knowledge of hazards exists. Any unsafe act observed by the contracting agency must be addressed, up to and including, work stoppage. All unsafe contractor behaviors will be recorded on MET’s Safety Reporting Form, which can be found in Appendix A.





## **Safety Hazard Identification**

Hazard identification and hazard analysis are tools to identify and address hazards before they escalate into incidents or accidents. At MET Transit, hazards are identified through the following activities:

- Employee safety reporting
- Customer service reporting
- Observations of operations
- Safety inspections
- Incident reporting and investigation
- Incident, injuries, and accident history
- Items discussed at the MET Transit Staff Meetings
- Legislation and industry standards
- Data trending reports made available through incident, injury and accident history, insurance carriers and pools, and local authorities
- Review and audit of safety policies and procedures, and safety instructions for equipment and materials
- Random camera footage review, ride-alongs with operators, or direct field observation performed by a supervisor

When hazards are identified, they are addressed by:

- Immediate resolution
- Reporting to a higher level within the organization
- Reporting the hazard to the representative Supervisor
- Inputting the risk into the Safety Risk Register, which can be found in Appendix G, so that all mitigations are available for employee viewing
- Utilizing MET's lock-out tag-out policy when deemed necessary

## **Safety Risk Assessment**

All identified and system-accepted hazards, near-miss situations, and safety events that occur shall be assessed. Safety risk assessment will be conducted for the "as reported" hazardous condition and again conducted for the "mitigated" condition. Additionally, system-wide annual risk assessments will be conducted. The risk assessment and risk control process shall be reviewed and revised:

- As a part of MET Transit's safety meetings
- As applicable due to new or revised activities or procedures
- Annually by management

A safety risk assessment has two elements: hazard severity and hazard probability. Hazard severity is a qualitative determination of the worst likely case that could be anticipated because of human error, poor design, failure or malfunction of component(s). Hazard

severity ratings are as follows:

- Catastrophic – Operating conditions are such that human error, poor design, failure, or malfunction of components may commonly cause multiple deaths, numerous casualties or major system loss. Catastrophic hazards require the immediate cessation of unsafe activity or operation.
- Significant – Operating conditions are such that human error, poor design, failure, or malfunction of components may commonly cause death, limited casualties or significant system loss that will require immediate termination of the unsafe activity or operation.
- Moderate – Operating conditions are such that human error, environment, poor design, failure or malfunction of components or procedural deficiencies may commonly cause severe injury, or major subsystem damage requiring immediate corrective action.
- Low – Operating conditions are such that they commonly cause minor injury, minor occupational illness, or minor system damage. Human error or component failures can be controlled or counteracted.
- Negligible – Operating conditions are such that human error, poor design, failure or malfunction of components may commonly cause no, or less than minor injury, occupational illness, or system damage. Hazard probability is a subjective measure of the likelihood that a specific hazard will occur during the useful life of the asset.

Hazard probability is categorized as follows:

- Frequent – Likely to occur frequently
- Probable – Likely to occur several times
- Occasional – Likely to occur sometimes
- Remote – Unlikely but possible to occur
- Improbable – So unlikely that it can be rejected from consideration

Hazard severity and probability can be considered using a Risk Assessment Matrix. A Risk Assessment Matrix helps to assess the level of risk (risk rating) for each identified hazard and subsequent control measures to apply through hazard resolution or mitigation, to rank the prioritization of limited resources in the event that more hazards are identified than budget allocation allows for the implementation of hazard elimination or mitigation measures.

### RISK RATING = LIKELIHOOD x SEVERITY

| S<br>E<br>V<br>E<br>R<br>I<br>T<br>Y | Catastrophic | 5 | 5          | 10     | 15         | 20       | 25       |
|--------------------------------------|--------------|---|------------|--------|------------|----------|----------|
|                                      | Significant  | 4 | 4          | 8      | 12         | 16       | 20       |
|                                      | Moderate     | 3 | 3          | 6      | 9          | 12       | 15       |
|                                      | Low          | 2 | 2          | 4      | 6          | 8        | 10       |
|                                      | Negligible   | 1 | 1          | 2      | 3          | 4        | 5        |
|                                      |              |   | 1          | 2      | 3          | 4        | 5        |
|                                      |              |   | Improbable | Remote | Occasional | Probable | Frequent |
|                                      |              |   | LIKELIHOOD |        |            |          |          |

|              |               |
|--------------|---------------|
| Catastrophic | STOP          |
| Unacceptable | URGENT ACTION |
| Undesirable  | ACTION        |
| Acceptable   | MONITOR       |
| Desirable    | NO ACTION     |

### Safety Risk Mitigation

If a risk is deemed unacceptable, risk controls are developed that will either eliminate the risk or mitigate the risk to an acceptable level. After mitigations are developed, the Chief Safety Officer will reassess the new controls to ensure they do not produce an alternative risk. A second assessment of the new control will be conducted following the same procedure. Once satisfied that residual risk has been mitigated to an acceptable level, the new process/solution will be implemented and documented.

Many different means are employed to resolve identified hazards. These include, but are not limited to design changes, the installation of controls and warning devices, and the implementation of special procedures. The methods for resolving hazards are as follows:

- *Design for Minimum Risk* – From the initial design, eliminate hazards through design selection.
- *Safety Devices* - Hazards that cannot be eliminated or controlled through design selection shall be controlled using fixed, automatic, or other protective safety design features or devices. MET will perform periodic checks of safety devices.
- *Warning Devices* - When neither design nor safety devices can effectively eliminate or control an identified hazard, devices may be used to detect and generate an adequate warning signal to correct the hazard or evacuate employees. Warning signals shall be designed to minimize the probability of employees responding incorrectly to signals and shall be standardized within similar systems.
- *Procedures and Instruction* - Where it is impossible to eliminate or adequately control a hazard through design selection, engineering or use of safety and warning devices, the agency will use procedures and training to control the hazard. Procedures may include the use of personal protective equipment. Precautionary notations shall be standardized as specified by management; safety critical tasks and activities may require employees to be certified.

Other sources of information:

- *Risk Management or Safety Guidelines* – Provide requirements across MET Transit based on policy, legislation or regulation (e.g., Operator’s Manual City of Billings Human Resources Employee Manual, etc).
- *Safe Work Instructions* – MET Transit-specific procedures and instructions developed and used by management to manage health and safety and implement the SMS within the team.

When to use Safety Risk Mitigation:

- *Daily Operational Systems Assessment* - Methods that provide real-time feedback of safety compliance, adherence to established safety norms, or identified job hazards.
- *Design* – Steps taken to ensure safety requirements are considered in the planning, operation, and disposal of all items including shops, facilities, and equipment.
- Performance of asset condition assessments and SMS hazard analysis to ensure compliance with State of Good Repair standards.

Safety Risk Matrix Discipline Thresholds

- *Score of 15 or Above: Stop or Urgent Action* - Any risk that has been given a score of 15 or higher will result in corrective action. Per the Risk Matrix these scores would require urgent action or cessation of action.

*Score of 12 or below: Action* - Risks that have been given a score of 14 or below may result in corrective action. MET Transit’s goal is to provide training and guidance to prevent incidents and risky behavior. Risks given a score of 14 below will be addressed with additional training and coaching letters; however, operators that are found to have repetitive risk behavior may be subject to disciplinary action.

## SAFETY ASSURANCE

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under Safety Risk Management and MET Transit PTASP. MET Transit is responsible for monitoring and evaluating the operations system to ensure that:

- 1) Emerging risks are identified
- 2) MET is in compliance with regulatory requirements applicable to the SMS plan, and
- 3) The organization meets or exceeds its safety objectives through the collection, analysis and assessment of data regarding the organization's performance.

MET Transit's safety assurance activities for supporting oversight and performance evaluation includes, but is not limited to:

- Safety Meetings
- Monthly Safety Committee Meetings
- Safety Inspections
- Risk Assessment
- Internal Audits
- Employee Reporting
- Regular review of onboard and facility camera footage to assess employees and specific incidents
- Regular in field and on the job observation of employees
- Regular vehicle inspections and preventative maintenance
- Annual employee evaluations
- Regular mitigation review to determine identified mitigations that may be ineffective, inappropriate, or not implemented as they were intended.

MET's Chief Safety Officer and supervisory team will document all activities listed above. Upon review, the MET team will make appropriate changes to safety practices to ensure that all mitigations are deemed effective.

### **Safety Event Investigation**

Documented procedures are maintained for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event.

The Chief Safety Officer maintains all documentation of investigation policies, processes, forms, checklists, activities, and results. Safety event investigations are chaired by the Chief Safety Officer and will include Supervisors and the Accountable Executive. The following determinations will need to be made:



- The accident was preventable or non-preventable;
- Personnel require discipline;
- Personnel require retraining;
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and
- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior

Employees violating mitigations and policies to prevent catastrophic and unacceptable risks will result in disciplinary action, while undesirable and lower risks will require further investigation on a case by case basis. All risk violations will be addressed directly with an employee by a Supervisor. Refresher training will be provided to the identified employee as appropriate.

### **Monitoring of Safety Reporting**

MET Transit's Chief Safety Officer and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officer or Safety Committee may make recommendations to ensure concerns are investigated through the Safety Risk Management Process.

The Chief Safety Officer and Safety Committee also review internal and external audits to ensure compliance with all MET Transit safety regulations.



# SAFETY PROMOTION

## Training

The comprehensive safety training program applies to all employees directly responsible for safety, including:

- Transit Operators,
- Dispatchers,
- Mechanics and Fleet/Facility Techs,
- Road Supervisors
- Training and Compliance Coordinator
- Chief Safety Officer
- Accountable Executive.

Resources are dedicated to conducting a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Operations safety-related skill training includes the following:

- New-hire transit operator classroom, skills course, and on-the-job training,
- Classroom, skills course, and on-the job Transit Operator refresher training
- Classroom and on-the-job training for dispatchers
- Classroom and on-the-job training for Road Supervisors
- Classroom and on-the-job training for Transit Management
- Accident investigation training for the Chief Safety Officer and Road Supervisors

Vehicle and facility maintenance safety-related skill training includes the following:

- Ongoing maintenance technician skill training,
- Ongoing skill training for maintenance Supervisor,
- Ongoing hazardous material training for maintenance staff, and
- Training provided by vendors.

The Accountable Executive, Chief Safety Officer, and Supervisors must complete FTA'S SMS Awareness online training.

## Safety Communication

The Chief Safety Officer and Supervisors coordinate safety communication activities for the SMS. Activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):



- Communicating safety and safety performance information throughout the agency: Information is communicated on safety and safety performance through the MET Transit Safety Bulletin Board and with a permanent agenda item in all Drivers' Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact service or safety performance, and updates regarding SMS implementation, policy, and procedures. Requests for information from drivers during these meetings are also recorded in meeting minutes.
- Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency: As part of new-hire training, safety policies and procedures are distributed, included in the Employee Handbook, to all employees. Training is provided on these policies and procedures and discussed during safety talks between Supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at MET, the Chief Safety Officer issues bulletins or messages to employees that are reinforced by Supervisors in one-on-one or group discussions with employees.
- Informing employees of safety actions taken in response to reports submitted through the Employee Safety Reporting Program: Targeted communication to inform employees of safety actions taken in response to reports submitted through the Employee Safety Reporting Program is provided, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors.

## **Safety Recognition**

MET Transit recognizes employees that exemplify workplace safety.

### **Annually**

- On their anniversary date, each transit operator will be eligible to receive a pin and certificate recognizing their dedication to driving safely. Pins will be awarded during each employee's annual evaluation.
- To receive an annual safe driving award, an employee must be in good safety standing.
- During the annual evaluation, a supervisor will review supervisor notes, corrective actions, and any other information in an employee's personnel file to determine eligibility.

### **Milestone Years**

- Beginning at 5 years of service, a transit operator will be eligible to receive a MET Transit Safe Driving jacket with years of safe service embroidered as long as the





employee has consistently received annual awards for safe driving.

- Jackets will be distributed on employee anniversaries in increments of 5 years.
- MET Transit will be responsible for the initial cost of each jacket award at milestone years; however, if during the subsequent 5 year period the coat needs replaced, the employee can utilize their uniform allotment for replacement.

At initiation of the jacket program, MET Transit retroactively reviewed personnel files and awarded jackets in accordance with this policy.

## COMMONLY USED ACRONYMS

| Acronym | Word or Phase                      |
|---------|------------------------------------|
| PTASP   | Public Transit Agency Safety Plan  |
| CSO     | Chief Safety Officer               |
| ESRP    | Employee Safety Reporting Program  |
| FTA     | Federal Transit Administration     |
| MPO     | Metropolitan Planning Organization |
| SMS     | Safety Management System           |
| SRM     | Safety Risk Management             |



## APPENDIX A – NEAR MISS/ HAZARD IDENTIFICATION FORM

### City of Billings MET Transit Near Miss/Hazard Identification Report

| A. Near Miss/ Hazard Description (Complete all that apply) |                           |                                           |
|------------------------------------------------------------|---------------------------|-------------------------------------------|
| <input type="checkbox"/> Near Miss                         |                           | <input type="checkbox"/> Workplace Hazard |
| Date:                                                      | Employee:                 | Reported to Supervisor:                   |
| Time:                                                      | Location and Unit Number: | Date:                                     |
|                                                            |                           | Time:                                     |

|                                                                                                                                                                                                                                |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Describe the near miss/ hazard: (Provide any contributing events and circumstances; work activity; procedures or work instructions that may apply. Attach worksheets, drawings, photographs for clarification, if applicable.) |  |
|                                                                                                                                                                                                                                |  |
| Root Cause(s)/Contributing Factor(s):                                                                                                                                                                                          |  |
|                                                                                                                                                                                                                                |  |
| Mitigation Action Taken (If necessary):                                                                                                                                                                                        |  |
| Immediate:                                                                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                |  |
| Long Term:                                                                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                |  |

| Potential Release (gas, liquid, solid) | Estimated Amount | Unit of Measure |
|----------------------------------------|------------------|-----------------|
|                                        |                  |                 |

**B. Environmental (Check or complete all that apply)**

|                                                                                |       |
|--------------------------------------------------------------------------------|-------|
| <b>C. Mitigation Action Complete</b>                                           |       |
| Supervisor Signature:                                                          | Date: |
| Employee Signature:                                                            | Date: |
| <b>D. Corrective Action (If applicable)</b>                                    |       |
| <input type="checkbox"/> Oral Warning <input type="checkbox"/> Written Warning |       |
| Employee Signature:                                                            | Date: |
| Supervisor Signature:                                                          | Date: |

[illegible]



## APPENDIX C – HARRASMENT REPORT FORM

### CITY OF BILLINGS HARASSMENT REPORT (Submit to Human Resources)

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_ Department/Divison: \_\_\_\_\_ Supervisor: \_\_\_\_\_

#### STATEMENT:

Name(s) of Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Description of Incident: (Describe in your own words the actions of all involved - attach additional pages if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that Human Resources will conduct an investigation of my report. A report of harassment, its investigation, the outcome of the investigation and any action taken relating to a specific employee is confidential. Dissemination of confidential information shall be limited to persons with a need to know in order to conduct an investigation and take appropriate corrective action.

I hereby authorize dissemination of information regarding this report to other persons with a need to know.

I acknowledge that I have read and understand the above statements and certify that all information I have provided is true to the best of my knowledge.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Submitted to: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**March 2004**



## APPENDIX D – WORKPLACE VIOLENCE REPORT FORM

### CITY OF BILLINGS REPORT OF WORKPLACE VIOLENCE

(Submit to Human Resources)

Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department/Division: \_\_\_\_\_ Supervisor: \_\_\_\_\_

#### STATEMENT:

Name(s) of Witnesses:

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Description of Incident: (Describe in your own words the actions of all involved - attach additional pages if necessary)

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I understand that Human Resources will conduct an investigation of my report.

A report of workplace violence, its investigation, the outcome of the investigation and any action taken relating to a specific employee is confidential.

Dissemination of confidential information shall be limited to persons with a need to know in order to conduct an investigation and take appropriate corrective action.

I hereby authorize dissemination of information regarding this report to other persons with a need to know.

I acknowledge that I have read and understand the above statements and certify that all information I have provided is true to the best of my knowledge.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Submitted to: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**March 2004**

## APPENDIX E – SAFETY RISK REGISTER

|  <b>SAFETY RISK REGISTER</b> |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------|----------------------------------------------------------|-------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|----------------------------------|----------------|
| Risk ID #                                                                                                     | Risk Identification/Description/Date | Risk Evaluation (1 to 25) | Risk Impact/Time Horizon (short term or long term/phase) | Risk Control (Internal or external) | Area of Impact (time, cost, quality, other projects) | Response Strategy (Eliminate, reduce likelihood, reduce impact, accept, transfer) | Assigned Staff Member to Handle Risk | Risk Evaluation After Mitigation | Date Completed |
| 1                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 2                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 3                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 4                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 5                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 6                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 7                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 8                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 9                                                                                                             |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |
| 10                                                                                                            |                                      |                           |                                                          |                                     |                                                      |                                                                                   |                                      |                                  |                |



# APPENDIX F – CITY ACCIDENT/INJURY REPORT



(Revised May '07)

## CITY of BILLINGS ACCIDENT/INJURY FORM

**REPORT OF:** ☐ Employee on-the-job injury\*  
**(Check all that apply)** ☐ Occupational illness\*  
☐ Damage to City property  
☒ Damage to citizen's property or person

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE SAFETY OFFICER. EMAIL TO [vergerj@ci.billings.mt.us](mailto:vergerj@ci.billings.mt.us) or FAX TO 657-8390, or SEND VIA COURIER. A DRAFT COPY IS REQUESTED AS SOON AS POSSIBLE, EVEN IF/WHILE YOU ARE ATTEMPTING TO ROUTE FOR REVIEW AND SIGNATURES.**

### EMPLOYEE

Employee: \_\_\_\_\_ Dept & Position: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Supervisor Phone: \_\_\_\_\_

### INCIDENT

Date & Time of Incident: \_\_\_\_\_ Address/Location of Incident: \_\_\_\_\_

Describe what occurred: \_\_\_\_\_

Investigating Police Officer: \_\_\_\_\_ Report No.: \_\_\_\_\_

**CDL Holders:** Was employee drug/alcohol tested? ☐ Yes ☐ No If no, why not \_\_\_\_\_  
*(Employee must be immediately tested if any of the following occurs: 1) Fatality; 2) Medical Treatment away from scene & City driver cited; 3) Disabling damage to any vehicle & City driver cited).*

### EMPLOYEE INJURY

Type of Injury and Part(s) of Body \* \_\_\_\_\_  
 (\*Be specific. e.g., sprained R ankle, bruised L wrist, etc.)

Did or will the employee seek medical treatment? ☐ Yes ☐ No Name of Dr./Hospital: \_\_\_\_\_

Type of medical treatment: \_\_\_\_\_  
 (Must submit doctor's statement/restrictions/release)

Did a doctor remove the employee from work? ☐ Yes ☐ No Date(s) of absence: \_\_\_\_\_

Did a doctor impose restrictions or limitations due to this injury? ☒ Yes ☐ No

If yes, explain: \_\_\_\_\_

*{This is my claims for workers' compensation benefits due to an on-the-job injury, occupational disease or death of the above named worker. I understand that signing this claim for compensation authorizes the release of rehabilitation records, Social Security records and health care information (medical records) relevant to this claim to the workers' compensation insurer and insurer's agents. I also understand that if I obtain or exert unauthorized control over workers' compensation benefits, I may be fined and/or imprisoned.}*

### CITY VEHICLE AND/OR OTHER CITY PROPERTY

Description of Property \_\_\_\_\_

Vehicle Year, Make & Model \_\_\_\_\_ Vehicle No.: \_\_\_\_\_

Description of Damage (Attach/Enclose photos): \_\_\_\_\_



**CITIZEN/OTHER PARTY INFORMATION**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone(s): \_\_\_\_\_

City/ST/Zip \_\_\_\_\_ Phone(s): \_\_\_\_\_

Driver Name (if different than above): \_\_\_\_\_ Phone(s): \_\_\_\_\_

Owner Name (if different than above): \_\_\_\_\_ Phone(s): \_\_\_\_\_

Description of Damage (Attach/Enclose photos): \_\_\_\_\_

Vehicle Year/Make/Model: \_\_\_\_\_ License Plate No.: \_\_\_\_\_ VIN: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy No: \_\_\_\_\_

Agent: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Citizen injuries and treatment: \_\_\_\_\_

Doctor or Hospital: \_\_\_\_\_

**WITNESSES: (Attach signed witness statements as appropriate)**

Witness Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**SUPERVISOR'S SECTION**

Date/time employee reported incident to you: \_\_\_\_\_

Based on your investigation, what was the cause of this accident ?

UNSAFE ACT

- ☐ FAILURE TO FOLLOW RULES
- ☐ IMPROPER PROCEDURE
- ☐ HASTE
- ☐ FAILURE TO OBTAIN HELP
- ☐ IMPROPER USE OF TOOLS/ EQUIPMENT
- ☐ INATTENTION OR DISTRACTION
- ☐ FAILURE TO USE PPE

UNSAFE CONDITION

- ☐ UNSAFE LAYOUT
- ☐ UNSAFE EQUIPMENT/FACILITIES
- ☐ INSUFFICIENT EMPLOYEE TRAINING
- ☐ ACTION OF ANOTHER PERSON
- ☐ PERSONAL PHYSICAL CONDITION
- ☐ OTHER (EXPLAIN) \_\_\_\_\_

Supervisor's comments – Including what specific corrective actions have been/will be implemented to prevent similar injuries? \_\_\_\_\_

**SIGNATURES: (Please print and sign form before submitting to HR)**

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

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

## APPENDIX G – SAFETY ASSURANCE POLICY

**Purpose:** The purpose of this policy is to provide the framework for a Safety Assurance program to ensure the delivery of quality public transportation for the citizens of Billings.

**Policy:** It is the policy of MET Transit to execute a Quality Assurance program using random reviews of camera footage, ride-a-longs, and ride checks quarterly. All Transit Operators will participate.

### Definitions:

- **Route tour:** A supervisor will follow an operator in a service vehicle while the operator is on a route for up to 20 minutes and may include spot checks.
- **Ride-a-longs:** A supervisor will ride with an operator while in service for up to 30 minutes or for the duration of a scheduled route run.
- **Camera footage reviews:** A supervisor will review camera footage for up to 20 minutes.
- **Meets Expectations:** Performance consistently meets job requirements. Achieves performance objectives as stated.
- **Needs Improvement:** Performance in one or more skills is less than expected and needs improvement. Direction, supervision, and learning are required if performance objectives are to be achieved.

**Procedure:** Supervisors will review route video footage, route tour an operator, or ride-a-long with up to 25 percent of the operators quarterly. Driver selection and review type will be random. New operators will be subject to 30, 60, 90, 120, and 240 day reviews. Supervisors will be looking for but not limited to the following:

- Problem-solving/decision-making
- Performance in non-stress conditions
- Performance in stress conditions
- Rules of the road
- Driving proficiency
- Interactions with others
- ADA compliance
- Safety risks
- Other daily operations skills including speed checks

Each review will be handled individually with the operator meeting with members of the supervisory team as soon as possible.

Any witnessed violation will be handled on a case-by-case basis.

- a. The evaluator will consider the risk of the violation.
- b. The evaluator will identify if the violation could be handled with coaching or training.
- c. The evaluator will use corrective action when the violation is 15 or above in the risk matrix. (See page 10 of the PTASP for the matrix.)
- d. The evaluator may use corrective action for repeat offenses.

Examples: The operator did not check a crosswalk for pedestrians and nearly hits a pedestrian while driving across the crosswalk at excessive speeds. The result of this violation would most likely result in corrective action.

| MET TRANSIT SAFETY ASSURANCE REVIEW FORM                                            |                            |                                                  |                  |                  |
|-------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------|------------------|------------------|
| Employee Name:                                                                      |                            | Review Type: Circle or highlight all that apply. |                  |                  |
| Employee Job Title:                                                                 |                            | Camera Review                                    | Ride Along       | Follow           |
| Supervisor Name:                                                                    |                            | 30 Day                                           | 60 Day           | 90 Day           |
| Date:                                                                               |                            | 120 Day                                          | 240 Day          | Random Quarterly |
|                                                                                     |                            | Remedial Training                                | Other:           |                  |
| SAFETY ELEMENT                                                                      | COMMENTS                   | Need Improvement                                 | Meet Requirement | NA               |
| Public Interactions                                                                 |                            |                                                  |                  |                  |
| Left Turns                                                                          |                            |                                                  |                  |                  |
| Right Turns                                                                         |                            |                                                  |                  |                  |
| Stopping                                                                            |                            |                                                  |                  |                  |
| Reversing                                                                           |                            |                                                  |                  |                  |
| Accelerating                                                                        |                            |                                                  |                  |                  |
| Blinker/Hazard Use                                                                  |                            |                                                  |                  |                  |
| Railroad Crossing                                                                   |                            |                                                  |                  |                  |
| Intersection Safety                                                                 |                            |                                                  |                  |                  |
| Service Stop                                                                        |                            |                                                  |                  |                  |
| Radio Etiquette                                                                     |                            |                                                  |                  |                  |
| Parking Lot Safety                                                                  |                            |                                                  |                  |                  |
| 2 Hands on the wheel                                                                |                            |                                                  |                  |                  |
| Crosswalks                                                                          |                            |                                                  |                  |                  |
| Checking Mirrors                                                                    |                            |                                                  |                  |                  |
| Lift/Ramp Use (Safety and ADA)                                                      |                            |                                                  |                  |                  |
| Mobility Device Securement                                                          |                            |                                                  |                  |                  |
| On-the-Spot Accommodations                                                          |                            |                                                  |                  |                  |
| Stop Announcements                                                                  |                            |                                                  |                  |                  |
| Priority Seating Provision                                                          |                            |                                                  |                  |                  |
| Defensive Driving                                                                   |                            |                                                  |                  |                  |
| Pre/Post Trip                                                                       |                            |                                                  |                  |                  |
| Comments or Hazards Identified:                                                     |                            |                                                  |                  |                  |
|                                                                                     |                            |                                                  |                  |                  |
| SPEED CHECK                                                                         | LOCATION                   | Time                                             | Posted           | Actual           |
| Check 1                                                                             |                            |                                                  |                  |                  |
| Check 2                                                                             |                            |                                                  |                  |                  |
| Check 3                                                                             |                            |                                                  |                  |                  |
|  | Employee Signature:        |                                                  |                  |                  |
|                                                                                     | Supervisor Signature:      |                                                  |                  |                  |
|                                                                                     | Transit Manager Signature: |                                                  |                  |                  |

## APPENDIX H – SELF REPORTING AND NEAR MISS POLICY

**PURPOSE:** The purpose of this policy is to cultivate and foster a proactive safety culture in which employees are comfortable and encouraged to bring safety concerns and reports of close calls to the attention of MET Management. MET recognizes that employees are most familiar with the details of their respective jobs and work environment, which makes their input crucial to maintaining safety in the workplace.

**POLICY:** When witnessing an unsafe act, noticing an unsafe condition or near miss, or being involved in a near miss, employees must promptly report the unsafe condition or act to a Transit Supervisor, Chief Safety Officer, or Transit Manager.

No person will be penalized or retaliated against for bringing safety issues to the attention of management, including their involvement in near miss incidents. This statement does not apply to information received from a source other than the employee, or which involves an illegal act, or a deliberate or willful disregard of policy, regulations, or procedures. Repetitive risk behaviors displayed by an employee may also be subject to disciplinary action.

A near miss is defined as a safety event in which no property was damaged, and no personal injury was sustained, but given a slight shift in time or position, damage or injury easily could have occurred.

There are several ways employees can report their safety concerns to management:

- Any safety concern may be reported directly to a Supervisor or the Chief Safety Officer
- **Near misses** must be directly reported to a Supervisor or the Chief Safety Officer.
- Minor safety concerns, not including near misses, may be reported to Transit Dispatch.
- Safety concerns, not including near misses, may be reported anonymously via the safety suggestion box, located in the employee METroplex break area.

All safety concerns and comments are reviewed with follow-up by the direct supervisors in a timely manner.

Examples of information typically reported include, but is not limited to:

- Safety concerns in the operating environment.
- Policies and procedures that are not working as intended.
- Information regarding safety events.
- Near misses.

## APPENDIX I – SELF REPORT FORM

## SELF REPORTING/NEAR MISS FORM

|                                     |  |
|-------------------------------------|--|
| REPORTING<br>EMPLOYEE<br>(REQUIRED) |  |
| DATE/TIME                           |  |
| LOCATION/VEHICLE:                   |  |
| EVENT DESCRIPTION:                  |  |
| MITIGATION SUGGESTION:              |  |

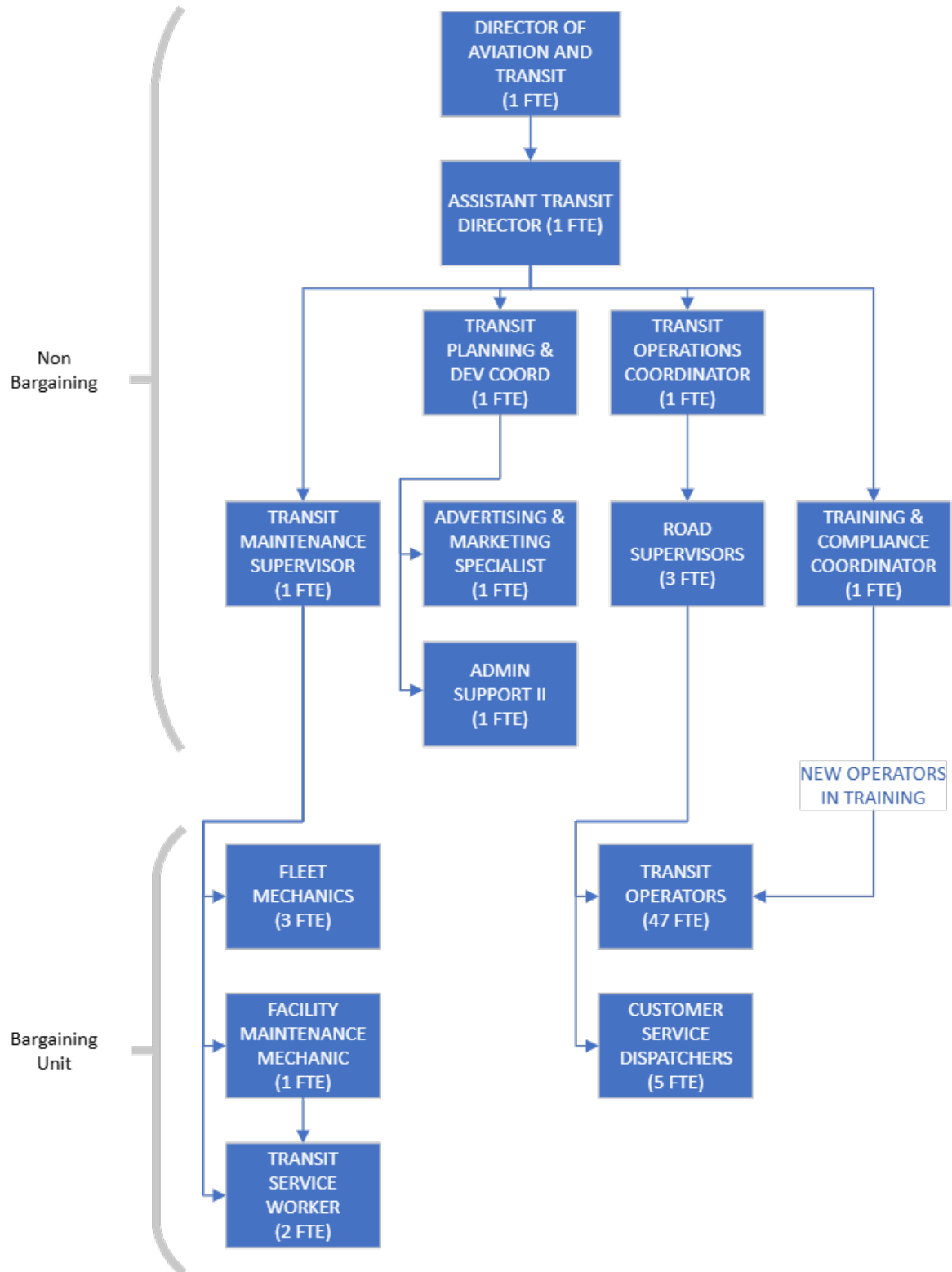
## APPENDIX J – INFECTIOUS DISEASE CLEANING PROTOCOL

1. Program Scope
  - a. MET Transit’s Infectious Disease Cleaning Protocol focuses on the maintenance, cleaning, and disinfecting of transit vehicles and facilities during a pandemic. The protocol was developed in response to COVID – 19 but will be utilized for any future viral outbreaks.
2. Program Schedule
  - a. The Centers for Disease Control and Prevention (CDC) has developed procedures for cleaning and disinfecting facilities and vehicles, which includes recommendations on minimum requirements for the frequency of cleaning activities. These are summarized on the table below.

| ACTIVITY                                                                    | FREQUENCY                                   |
|-----------------------------------------------------------------------------|---------------------------------------------|
| Facility and vehicle routine cleaning                                       | Daily                                       |
| Partial facility and vehicle cleaning areas i.e.- time clock, door handles) | During shift changes                        |
| Deep facility and vehicle cleaning (all surfaces cleaned)                   | Weekly                                      |
| HVAC filter change                                                          | Monthly or by manufacturer’s recommendation |
| Full facility and pesticide vehicle disinfecting                            | Daily                                       |

3. Cleaning Products
  - a. In addition to the CDC-recommended use of soap and water, MET Transit utilizes disinfectant chemicals for surface cleaning. The disinfectant dispensers are on the columns in the fixed route bays. Each disinfectant station dispenses chemicals for mopping and spray bottle applications. MET Transit also provides foggers cleaning vehicle interiors and surfaces in office areas. SDS sheets for all cleaning chemicals are in the City of Billings database.
4. Personal Protective Equipment
  - a. MET Transit provides all employees with masks, disposable gloves, and eye protection for use while completing all cleaning activities.
5. Records & Quality Assurance
  - a. MET Transit’s supervisory team will perform quality assurance checks daily to ensure that the facility and vehicles are being cleaned properly.
  - b. Cleaning logs for MET Transit vehicles and facilities are kept, ensuring that all areas are being cleaned according to the timeline listed on the above table. If a vehicle has been out of service for repair, it will be thoroughly cleaned before being put back into service.

## APPENDIX K – ORGANIZATIONAL STRUCTURE





## APPENDIX L – FTA ASSAULT DEFINITION & SMS REPORT

From The 2024 National Transit Database Safety and Security Policy Manual, “an assault on a transit worker is a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.”

FTA’s assault definition requires either “intent to endanger the safety of any individual” or “reckless disregard for the safety of human life.”

Transit Worker Assault Detail Type selections:

- Physical: An assault in which the attack involved physical contact with the transit worker. This could include any physical contact with the victim from the attacker’s body, a weapon, a projectile or other item (e.g., spitting).
- Non-Physical: An assault in which the attack involves no physical contact with the transit worker. This could include threats, intimidation, or interference that do not result in any physical contact with the transit worker.

Transit Worker Type selections:

- Operator: An individual who is compensated by the transit agency and whose function is to operate the transit vehicle.
- Other Transit Worker (e.g., transit police, station agent, etc.): An individual who is compensated by the transit agency or who is otherwise providing specific services on behalf of a transit agency.

The following information was included in the Safety Management System Report and submitted by MET Transit on December 23, 2024, as required in response to General Directive 24-1: Required Actions Regarding Assaults on Transit Workers.

**Hazard Assessed:** Transit workers must interact with passengers, patrons, and the public, and, at times, must clarify or enforce agency policies. Unfortunately, consequences can occur leading to transit workers being assaulted on transit vehicles and at revenue facilities. The following mitigation measures have been identified with descriptions, likelihood, severity ratings, start and projected completion dates, and effectiveness.

Safety Mitigations Identified by MET:

## 1. Signage Informing Riders of Surveillance/Penalties

- *Description:* Bus infotainment system displays internal video feed. Decals have been installed in every fixed route vehicle explaining that each bus is equipped with both video and audio surveillance equipment.

Signage informing riders of penalties – PLANNED: Currently, no State or Local laws exist explicitly laying out penalties for transit worker assaults. MET Transit leadership and the Montana Transit Association has proposed to state lawmakers legislation enforcing harsher penalties for assaults on transit workers, with interest from other transit systems in the state. State lawmakers have agreed to create a proposal. MET will install decals/signage with updated penalties upon adoption of law. Regardless of the outcome of the proposal, MET is developing internal signage for implementation in 2025 regarding transit specific penalties and references to general assault and public disturbance laws.

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Likelihood:</b>  | <b>Moderate</b> |
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Moderate</b> |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Not yet determined. The riding public appears to be generally aware that they are on camera when in a vehicle based on interactions; with some interactions, this limits escalation of the individual while other individuals may continue regardless of video recording. Regarding the proposed legislation, this will be an ongoing effort throughout 2025 in order to develop the law and advocate for its passage. Determining effectiveness will be a multi-year endeavor, comparing available assault data with trends in reductions if implemented. MET Transit will assess general signage after implementation; MET Transit will assess frequency of occurrences of operator assault prior to and after implementation.

## 2. De-Escalation Training

- *Description:* Currently every new hire completes the required TAPTCO training videos including Hazard Identification & Mitigation, Employee Safety Reporting Program, and Conflict and Aggression Management. Our employees also receive Passenger Assistance, Safety and Sensitivity (PASS) training and recertification. The training team will work to add additional de-escalation training for both new and ongoing employees, including hands-on situation management and role-playing.

|                               |                 |
|-------------------------------|-----------------|
| <b>Riskrating Likelihood:</b> | <b>Moderate</b> |
|-------------------------------|-----------------|

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Moderate</b> |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Effective. Generally, existing de-escalation (conflict and aggression management appears to be effective) as operators tend to react in a neutral and de-escalating manner when presented with issues while in service; additional training will assist in reinforcing this behavior.

### 3. Operating Policies and Procedures

- *Description:* MET Transit prints and distributes operating policies and procedures for each employee. These policies and procedures are reviewed in a classroom setting with new hires and during re-training of existing workforce. Policy reminders are regularly published in monthly newsletters. (e.g., only request fare payment once: “In the event of a non-paying passenger, the operator is to inform the passenger of the required fare amount and avoid confrontation. The operator may state to the passenger a fare is required, and the individual cannot ride without paying a fare or showing a pass...If the passenger refuses to leave, notify a supervisor but do not attempt to forcibly remove a passenger”).

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Likelihood:</b>  | <b>Moderate</b> |
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Moderate</b> |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Effective. Operating policies are in a continual state of update depending on needs and identified issues. A significant update occurred in 2019 outlining a significant amount of operational and behavioral policy changes including avoiding fare disputes (as indicated above), professionalism, conflicts, and ridership policies. Policies for operators appear to be effective in assisting personnel in managing conflicts and issues by providing guidelines for behavior and what issues they should focus on; passenger policies provide operators with something to reference when dealing with problem passengers.

### 4. Video/Audio Surveillance

- *Description:* All vehicles (fixed route, paratransit, support) are equipped with video and audio surveillance equipment.

|                               |                 |
|-------------------------------|-----------------|
| <b>Riskrating Likelihood:</b> | <b>Moderate</b> |
|-------------------------------|-----------------|

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Moderate</b> |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Effective. Video recording on buses has been in use since 2010; long term use has appeared to be effective in reducing repeat instances from problem riders once the rider was made aware of video recording being utilized to substantiate transit operator claims of issues. Facility cameras are in the process of being updated at all MET properties (primary facility and both transfer center locations).

## 5. Covert/Overt Emergency Alarms

- *Description:* Fixed route vehicles are currently equipped with a push-style button integrated into software for the onboard signage that silently alerts the public by displaying an emergency message on exterior signage; all vehicles also have an emergency button on each radio that directly alerts the City/County Emergency dispatch of an onboard emergency.

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Likelihood:</b>  | <b>Moderate</b> |
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Moderate</b> |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Effective. All vehicles purchased since 2005 have had emergency radio capabilities; all fixed route vehicles and all paratransit vehicles with destination signs have also had covert message abilities to display to the public. MET has directly experienced members of the public reporting emergency messaging on fixed-route buses as well as calls from dispatch reporting emergency radio button use. MET is not aware of any instances when MET personnel were not notified of the usage of either system.

## 6. Automatic Vehicle Location

- *Description:* All vehicles (fixed route, paratransit, support) are equipped with AVL equipment. AVL technology allows MET personnel to direct local law enforcement to bus location; AVL also assists passengers in being aware of vehicle location.

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Likelihood:</b>  | <b>Moderate</b> |
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Moderate</b> |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Effective. AVL has been utilized on paratransit vehicles since the late 2000s; fixed-route buses have been in use since 2018. AVL has proven effective in quick response for law enforcement and emergency personnel should the need arise to dispatch to the vehicle location. More recently (Oct 2024), full automated audio/visual stop annunciation was added to all fixed route vehicles for all stops to not only increase passenger usability but also reduce the potential for conflict arising from passengers missing their correct alighting location. Effectiveness of this will be assessed by measuring prior conflicts arising from missed stops in comparison to missed stop issues after implementation.

## 7. Patrol Strategies

- *Description:* Local police (Billings Police Department) increased the occurrence of patrols through transfer center locations to help mitigate the instances of loitering, vandalism, and general issues; further, in 2022, MET Transit contracted with Sundown Security to increase overnight patrols through transfer centers. In May 2022, MET Transit added specific Road Supervisor positions in support of PTASP goals (training, mitigation, safety assurance, hazard identification) and direct personnel support. Road Supervisors regularly tour routes in service vehicles, are present at transfer centers, and ride along on revenue vehicles.

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Likelihood:</b>  | <b>Moderate</b> |
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Low</b>      |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Effective. Instances of vandalism, loitering, and general issues at transfer center locations have decreased significantly since contracting with Sundown Security as well as increased police presence. Road Supervisor/Transit personnel presence has also been shown to reduce instances of issues with both passengers and the general public.

## 8. Communication Protocols

- *Description:* Internal covert communication policies, if possible, from operators in the field; operator asks about detours on Sunday via two-way radio to alert dispatch as MET Transit does not currently offer Sunday service. Further, MET utilizes private channels for discussion via two-way radio of incidents.

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Likelihood:</b>  | <b>Moderate</b> |
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Moderate</b> |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Not yet determined. Covert communications via 2-way have not yet been assessed as the need to utilize has not arisen. Private channel communications are not always effective as fleet operators tend to change channels to "listen in" even when the situation does not involve their vehicle. MET is exploring options to expand available communications via the AVL system, cellular systems, and other protocols.

## 9. Other

- *Description:* MET Transit's primary facility is protected and secured with chain link fencing on all sides. MET has had two (2) automatic opening/closing gates installed at both entrances into the lot. In addition to these gates, MET has invested in RFID technology that will allow gates to open automatically when vehicles with installed headlight/window tags approach. Additionally, pedestrian gates have security hardware installed requiring coded entry for access. MET Transit transfer centers are equipped with secure access coded locks granting access to employees only.

|                                |                 |
|--------------------------------|-----------------|
| <b>Riskrating Likelihood:</b>  | <b>Moderate</b> |
| <b>Riskrating Severity:</b>    | <b>Moderate</b> |
| <b>Consequence Likelihood:</b> | <b>Low</b>      |
| <b>Consequence Severity:</b>   | <b>Moderate</b> |

- *Effectiveness:* Effective. The MET Transit facility has been fenced since its construction in 1983; coded security locks were added in 2018. Unauthorized access to the facility is rare.

| Mitigation                                         | Status                      | Actual Start Date | Projected Completion Date | Estimated Progress |
|----------------------------------------------------|-----------------------------|-------------------|---------------------------|--------------------|
| Signage Informing Riders of Surveillance/Penalties | In progress since July 2010 |                   | May 31, 2025              | 80%                |
| De-Escalation Training                             | In progress                 | July 2019         | May 31, 2025              | 20%                |
| Operating Policies & Procedures                    | Update as needed            | March 2019        | July 2019                 | Complete           |
| Video/Audio Surveillance                           | Complete                    | July 2010         | July 2010                 | Complete           |
| Covert/Overt Emergency Alarms                      | Complete                    | July 2005         | July 2005                 | Complete           |
| Automatic Vehicle Location                         | Update as needed            | Feb 2018          | November 2018             | Complete           |
| Patrol Strategies                                  | In progress                 | March 2022        | May 2022                  | Complete           |
| Communication Protocols                            | Complete                    | July 2019         | July 2019                 | Complete           |
| Other                                              | Complete                    | July 2019         | July 2019                 | Complete           |

## City Council Regular

**Date:** 02/24/2025  
**Title:** MET Transit 2025 Disadvantaged Business Enterprises Program Update  
**Presented by:** Rusty Logan  
**Department:** Transit  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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### RECOMMENDATION

Staff recommends that the City Council approve and adopt MET Transit's updated Disadvantaged Business Enterprise (DBE) Program in accordance with 49 CRF 26.

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

49 CFR Part 26 includes requirements supporting the promotion and use of Disadvantaged Business Enterprises (DBE) in execution of federally assisted contracts, including funding provided via the Federal Transit Administration. As recipients of affected Federal funding, Billings MET Transit is required to have an updated and adopted DBE Program in place. A DBE is a for-profit small business that is at least 51 percent owned by one or more individuals who are socially and economically disadvantaged. The intent of this federally required program is to provide a level playing field for DBE companies interested in competing for federally supported projects. Federal requirements for DBE were recently modified with the Bipartisan Infrastructure Law, which subsequently required an overall update to the MET Transit plan with approval by its governing board, Billings City Council. Primary updates to the previous program include more extensive bidder and sub-bidder information gathering during bid and contracting processes, changes to good faith efforts, and overall DBE qualification requirements in relation to business size and personal net worth.

### ALTERNATIVES

City Council may:

- Approve the updated MET Transit DBE Program, ensuring compliance with FTA regulations; or,
- Not Approve the updated DBE program. This action would put the receipt of Federal funding in jeopardy, placing a significant financial strain on both the capital and operational needs of the MET Transit Division and impair the City's ability to provide transit services to the population of Billings.; or

### FISCAL EFFECTS

At this time, there will be no additional financial impact as the MET Transit Division intends to continue utilizing current personnel and resources to fulfill the requirements of the DBE Program. Failure to submit an updated plan may jeopardize federal transit grant funding, including annual formula funds supporting Billings MET Transit operations, planning, and capital.

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### Attachments

MET DBE Plan



CITY OF BILLINGS  
AVIATION AND TRANSIT DEPARTMENT  
TRANSIT DIVISION  
DISADVANTAGED BUSINESS  
ENTERPRISE PLAN



REVISED FEBRUARY 2025

## **Disadvantaged Business Enterprise Policy Statement**

The City of Billings MET Transit (MET) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. MET has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the MET has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MET to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts in MET's highway, transit, and airport financial assistance programs;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that MET's DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients.
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Transit Planning and Development Coordinator has been designated as the DBE Liaison Officer. In that capacity, the Transit Planning and Development Coordinator is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the MET in its financial assistance agreements with the Department of Transportation.

City of Billings MET Transit has disseminated this policy statement to the Mayor and City Council and all components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by publishing legal ads in the local newspaper, *Yellowstone County News*, and on the City of Billings website.

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**William A. Cole, Mayor**

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**Date**

## SUBPART A – GENERAL

### Applicability (26.3)

MET Transit is the recipient of Federal transit funds authorized by Titles I, III, V and VI of ISTEA, Public Law 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Public Law 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, 119 Stat. 1144; Divisions A and B of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law 112-141, 126 Stat. 405; Titles I, II, III, and VI of the Fixing America's Surface Transportation Act (FAST Act) Public Law 114-94; and Divisions A and C of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58), Public Law 117-58 is the recipient to federal transit funds authorized by Titles I, III, V and VI of ISTEA, Public Law 102-240, or by Federal transit laws in Title 49, U.S. Code, or Titles I, II and V of the Teas-21, Pub. L. 105-178.

### Definitions (26.5)

**Affiliation** has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

- (i) One concern controls or has the power to control the other; or
- (ii) A third party or parties controls or has the power to control both; or
- (iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

**Alaska Native** means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlakatla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

**Alaska Native Corporation** (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

**Assets** mean all the property of a person available for paying debts or for distribution, including one's respective share of jointly held assets. This includes, but is not limited to, cash on hand and in banks, savings accounts, IRA or other retirement accounts, accounts receivable, life insurance, stocks and bonds, real estate, and personal property.

**Business, business concern or business enterprise** means an entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the United States economy through payment of taxes or use of American products, materials, or labor.

**Compliance** means that a recipient has correctly implemented the requirements of this part.

**Contingent Liability** means a liability that depends on the occurrence of a future and uncertain event. This includes, but is not limited to, guaranty for debts owed by the applicant concern, legal claims and judgments, and provisions for federal income tax.

**Contract** means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

**Contractor** means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

**Days** mean calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next day on which the agency is open.

**Department or DOT** means the U.S. Department of Transportation, including the Office of the Secretary, the Departmental Office of Civil Rights, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

**Disadvantaged Business Enterprise or DBE** means a for-profit small business concern—

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**DOT-assisted contract** means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

**FTA Tier I recipient** means an FTA recipient to whom this part applies that will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which exceeds \$670,000 in FTA funds in a Federal fiscal year.

**FTA Tier II recipient** means an FTA recipient to whom this part applies who will award prime contracts (excluding transit vehicle purchases) the cumulative total value of which does not exceed \$670,000 in FTA funds in a Federal fiscal year.

**Good faith efforts** means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

**Immediate family member** means father, mother, husband, wife, son, daughter, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and domestic partner and civil unions recognized under State law.

**Indian Tribe or Native American Tribe** means any federally or State-recognized Tribe, band, nation, or other organized group of Indians (Native Americans), or an ANC.

**Joint venture** means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**Liabilities** mean financial or pecuniary obligations. This includes, but is not limited to, accounts payable, notes payable to bank or others, installment accounts, mortgages on real estate, and unpaid taxes.

**Native Hawaiian** means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

**Native Hawaiian Organization** means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

**Noncompliance** means that a recipient has not correctly implemented the requirements of this part.

**Notice of decision or NOD** means determination that denies a firm's application or decertifies a DBE.

**Notice of intent or NOI** means recipients letter informing a DBE of a suspension or proposed decertification.

**Operating Administration or OA** means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

**Personal net worth or PNW** means the net value of an individual's reportable assets and liabilities, per the calculation rules in § 26.68.

**Primary industry classification** means the most current North American Industry Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available online on the U.S. Census Bureau website: [www.census.gov/naics/](http://www.census.gov/naics/).

**Primary recipient** means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

**Principal place of business** means the business location where the individuals who manage the firm's day-to-day operations spend most working hours. If the offices from which

management is directed and where the business records are kept are in different locations, the recipient will determine the principal place of business. The term does not include construction trailers or other temporary construction sites.

**Program** means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

**Race-conscious** measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

**Race-neutral** measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, *race-neutral* includes gender-neutrality.

**Recipient** means any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or that has applied for such assistance.

**Secretary** means DOT's Secretary of Transportation or the Secretary's designee.

**Set-aside** means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

**Small Business Administration or SBA** means the United States Small Business Administration.

**SBA certified firm** refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

**Small business concern** means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).

**Socially and economically disadvantaged individual** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Mariana Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

**Spouse** means a married person, including a person in a domestic partnership or a civil union recognized under State law.

**Transit vehicle manufacturer (TVM)** means any manufacturer whose primary business purpose is to manufacture vehicles built for mass transportation. Such vehicles include, but are not limited to buses, rail cars, trolleys, ferries, and vehicles manufactured specifically for paratransit purposes. Businesses that perform retrofitting or post-production alterations to vehicles so that such vehicles may be used for public transportation purposes are also considered TVMs. Businesses that manufacture, mass-produce, or distribute vehicles primarily for personal use are not considered TVMs.

**Tribally-owned concern** means any concern at least 51 percent owned by an Indian tribe as defined in this section.

**Unsworn declaration** means an unsworn statement, dated and in writing, subscribed as true under penalty of perjury.

**You** refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., ‘You must do XYZ’ means that recipients must do XYZ).

### **Nondiscrimination (26.7)**

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

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

### **Record Keeping Requirements and Bidders List (26.11)**

- (a) MET will submit a report on DBE participation to the Federal Transit Administration in the Transit Award Management System (TRAMS) on a semi-annual basis, as required. These reports will reflect the actual payments made to DBEs on DOT-assisted contracts.
- (b) MET will continue to provide data about the DBE program to the Federal Transit Administration, as directed and requested.
- (c) MET will obtain complete and accurate bidders list information (Appendix B of this Plan) as listed and enter it into a system designated by MET. The following bidders list information must be obtained by all DBE and non-DBEs who bid as prime contractors and subcontractors on each of MET's federally assisted contracts:
  - i. Firm name;
  - ii. Firm address including ZIP code;
  - iii. Firm's status as a DBE or non-DBE;
  - iv. Race and gender information for the firm's majority owner;
  - v. NAICS code applicable to each scope of work the firm sought to perform in its bid;
  - vi. Age of the firm; and
  - vii. The annual gross receipts of the firm by gross receipts bracket (Less than \$500k, \$500k-\$1M, \$1M-\$5M, \$5M-\$10M, \$10M+)
- (d) MET will collect the data from all bidders for federally assisted contracts by requiring the information above in paragraph (c) of this section to be submitted with all bids to negotiated procurements. The data will be entered into the online USDOT system of data by December 1 following the fiscal year in which the relevant contract was awarded. In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the data must be entered no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).
- (e) MET will maintain records documenting a firm's compliance with the requirements of this part. All bidders and procurement records will be kept in accordance with Montana Municipal General Records Retention Schedule 1 or with guidance provided by the Federal Transit Administration, whichever is longer.



### **Federal Financial Assistance Agreement Assurance (26.13)**

MET has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

#### **Assurances 26.13 (a)**

MET shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. MET's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). This language will appear in financial assistance agreements with sub-recipients.

#### **Contract Assurance 26.13 (b)**

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

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

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

## **SUBPART B – ADMINISTRATIVE REQUIREMENTS FOR DBE PROGRAMS FOR FEDERALLY ASSISTED CONTRACTING**

### **DBE Program Updates (26.21)**

As a Federal Transit Administration (FTA) Tier I recipient receiving planning, capital, and/or operating assistance over \$670,000, MET must maintain a full DBE program.

MET will submit a conforming DBE program to FTA for approval, continue to carry out this DBE program until all funds from DOT financial assistance have been expended, and provide updates representing any significant changes to the program in the future.

### **Policy Statement Requirement (26.23)**

MET's signed and dated policy statement (26.1) will be circulated throughout the organization and to the DBE and the non-DBE communities that perform work on MET's DOT-assisted contracts.

### **DBE Liaison Officer (DBELO) (26.25)**

MET's Planning and Development Coordinator is designated as the DBE Liaison Officer.

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that MET complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Assistant Director of Transit, who is designated as the agency's CEO, concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Appendix A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall triennial goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and identifies ways to improve progress.
6. Analyzes MET's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Participates with the legal counsel and project director to determine contractor compliance with good faith efforts.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.
11. Facilitates implementation of running tally requirement.

## **DBE Financial Institutions (26.27)**

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

One minority bank deposit program is available in Montana:

Eagle Bank  
80 Heritage Lane  
PO Box 849  
Polson, MT 59860  
406-883-2940

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

## **Prompt Payment Mechanisms (26.29)**

MET includes the following clause in each DOT-assisted prime contract:

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

MET ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. MET will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after MET's payment to the prime contractor.

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

### *Prompt Payment Monitoring*

MET understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, MET undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s): MET will implement a monitoring and enforcement mechanism that will include written certification that MET has reviewed the contracting records and monitored work sites for this purpose. MET will require all prime bidders to submit information on DBE subcontractors that will participate in the contract at the time bids are submitted.

This information will include:

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

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

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

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the MET or DOT. This reporting requirement also extends to any certified DBE subcontractor.

#### *Prompt Payment Dispute Resolution*

MET will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required.

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

MET has established the following mechanism(s) to ensure prompt payment and return of retainage:

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

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

#### *Prompt Payment Complaints*

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

1. If the concerned subcontractor is not comfortable contracting the prime directly regarding payment(s) or unable to settle payment discrepancies with the prime, the subcontractor should contact the DBELO to begin a complaint.
2. The DBELO and their consultant will review the complaint and discuss the complaint with the prime contractor.
3. The prime contractor shall provide justification to the DBELO for nonpayment to the DBE. If non-payment is not justified, the prime contractor shall provide a corrective action plan for meeting the prompt payment requirements of the contract.
4. If filing a prompt payment complaint with the DBELO does not result in a suitable and meaningful action by MET to resolve the prompt payment disputes, then the affected subcontractor may contact the FTA Office of Civil Rights.

#### *Enforcement Actions for Noncompliance of Participants*

MET provides appropriate means to enforce the requirements of § 26.29. These means include:

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

MET will actively implement the enforcement actions detailed above.

#### **Directory (26.31)**

The MET maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, email address and website, NAICS code(s), date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. MET utilizes the existing Montana DOT directory, which is revised annually. The Montana DOT directory is available online at [www.mdt.mt.gov](http://www.mdt.mt.gov). The Directory is also available by contacting MET's DBELO at 1705 Monad Road, Billings, MT 59101 or by calling 406-657-8218.

#### **Overconcentration (26.33)**

MET has not identified that overconcentration exists in the types of work that DBEs perform.

#### **Business Development Programs (26.35)**

MET has not established a business development program.

### **Monitoring and Enforcement Mechanisms (26.37)**

MET will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109. MET will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

As a smaller transit agency, MET personnel can effectively monitor all aspects of projects, as staff are intensely involved in the complete process including procurement, bidding, construction management, accounts payable, and DBE participation. MET staff will ensure that work committed, or in the case of race-neutral participation, the work subcontracted, to all DBEs at contract award or subsequently is performed by the DBEs to which the work was committed or subcontracted to, and such work is counted according to the requirements of § 26.55. This will include a written verification that we have reviewed contracting records and monitored the work site to ensure the counting of each DBE's participation is consistent with its function on the contract. In instances where MET utilizes a third-party firm, such as a contracted A&E, to manage a project, governing contracts of the project management activities will require the third-party to monitor and report on relevant DBE activities and data.

With respect to achieving MET's overall goal, we use a running tally, in the form of spreadsheets, that provides for a frequent and continuous comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our current implementation of contract goals is projected to be sufficient to meet our annual goal. This mechanism will inform our decisions to implement goals on contracts to be advertised according to our established contract goal-setting process.

Also, MET will use a running tally, in the form of spreadsheets and general ledger accounts using distinct project and account numbers, that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

### **Fostering Small Business Participation (26.39)**

MET will structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. Small business participation may be obtained using the following strategies. This list is not all inclusive.

- In a multi-year design-build contract or other large contracts requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform rather than self-performing all the work involved.

- Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
- To meet the portion of the overall goal projected to be met through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

MET will actively implement its DBE program elements to foster small business participation.

## **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Statutory 10 Percent Goal (26.41)**

MET understands that the 10 percent goal set by the Secretary is an aspirational goal at the national level, which the DOT uses as a tool in evaluating and monitoring DBEs' opportunities to participate in DOT-assisted contracts, the 10-percent goal does not authorize or require recipients, including MET, to set overall or contract goals at the 10-percent level, or any particular level, or to take any special administrative steps if their goals are above or below 10 percent.

### **Quotas (26.43)**

MET does not use quotas in any way in the administration of its DBE program.

### **Overall Goals (26.45)**

#### *Goal Methodology*

As a Tier I recipient, MET will continue to determine a triennial DBE goal to create a level playing field in which DBE's can compete fairly for DOT-assisted contracts, exclusive of FTA funds to be used for the purchase of transit vehicles.

MET will calculate the goal using the criteria outlined in 49 CFR Part 26.45. The determination will be based on a level of DBE participation relative to all businesses that are ready, willing and able to participate on DOT-assisted contracts, and reflect a level of participation that MET would expect in absence of discrimination. The Goal Setting Process is based on the following steps:

- Primary Business Activity Codes or Standard Industry Classification codes based on the North American Industry Classification System (NAICS) are selected which correspond to the services used by MET.
- The list of Business Activity Codes will be compared to information contained in the MET Bidders List and the Montana Department of Transportation's Bidders List.
- All firms bidding on prime contracts and bidding or quoting on subcontracts on DOT-assisted project will provide MET with firm name, firm address, firm status as DBE or non-DBE, age of the firm, annual gross receipts of the firm and the firm's primary business activity code.
- The total number of certified DBE's will be divided by the total number of firms. This is the DBE base figure. According to 49 CFR §26.45(c), this is considered Step 1.
- Once the base figure has been established, MET will examine all evidence to determine what adjustment, if any, is needed to the base figure in order to arrive at the overall goal. According to 49 CFR §26.45(d), this is considered Step 2.
- Once Step 2 is complete, MET will allow public participation on the overall goal. This participation will include, but not be limited to:
  - Consultation with minority, women's and general contractor groups, community organizations and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for



DBEs and MET's efforts to establish a level playing field for the participation of DBEs.

- A published notice announcing MET's proposed overall goal before submission to FTA on August 1st. The notice will be posted on our official Internet Web site, [www.mettransit.com](http://www.mettransit.com). If the proposed goal changes following review by FTA, the revised goal will be posted to our official Internet Web site. A published notice with the proposed overall goal and its rationale are available for inspection during normal business hours at the MET office for 30 days following the date of notice. MET and USDOT will accept comments on the goal for a period of 30 days from the date of notice.

MET's overall DBE goals provide for participation by all certified DBEs and are not subdivided into group-specific goals.

#### **Failure to Meet Overall DBE Goals (26.47)**

In the event that MET falls short of our Triennial DBE goal after administering the program in good faith, MET will:

- Analyze in detail the reasons for the difference between the overall goal and awards and commitments in the fiscal year;
- Establish specific steps and milestones to correct the problems we identified in the analysis and to enable MET to meet fully our goal for the new fiscal year;
- Develop a short-fall analysis that is available to FTA upon request during a Triennial Review, or sooner, and retain in our records for three years.

#### **Transit Vehicle Manufacturers Goals (26.49)**

MET will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, MET may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program. To support the request to develop a project goal, recipients must demonstrate that no TVMs are available to manufacture the vehicle.

Within 30 days of becoming contractually required to procure a transit vehicle, MET agrees to report to FTA the name of the TVM that was the successful bidder and the Federal share of the contractual commitment at that time.

#### **Race-Neutral and Contract Goals (26.51)**

MET will strive to meet the maximum feasible portion of our overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal. Race-neutral means includes, but are not limited to: arranging times for presentations and delivery schedules in ways that facilitate participation by DBEs and other small businesses by making contracts more accessible by small businesses, providing assistance in overcoming limitations such as inability to obtain bonding or financing, providing technical assistance, and establishing

a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low.

MET generally anticipates meeting DBE goals annually using race-neutral means; however, MET may use contract goals to meet any portion of the overall goal MET does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

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

### **Good Faith Efforts (26.53)**

The obligation of the bidder/offeror is to make good faith efforts to meet the established DBE contract goal. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

In MET's solicitations for DOT-assisted contracts for which a contract goal has been established, MET requires the following:

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information of this section to the recipient, at the time of sealed bid submittal:
  - a. The names and addresses of DBE firms that will participate in the contract;
  - b. A description of the work that each DBE will perform with NAICS certification in applicable code to the kind of work the firm will perform on the contract;
  - c. The dollar amount of the participation of each DBE firm participating;
  - d. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
  - e. Written confirmation from each listed DBE that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
  - f. If the contract goal is not met, evidence of good faith efforts. The documentation must include copies of each DBE and non-DBE contractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

For each DBE listed as a regular dealer or distributor MET will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3) under the contract at issue. MET's preliminary determination shall be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially

useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, MET is required to make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

Should MET determine that the apparent successful bidder/offeror has failed to meet the requirements to meet the contract goal or document good faith efforts, MET will provide an opportunity for administrative reconsideration. Bidder/offeror should make this request in writing to the following reconsideration official: Assistant Transit Director, 1705 Monad Road, Billings, MT 59101 within ten (10) business days.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

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

MET will require that a prime contractor not terminate a DBE or any portion of its work without MET's prior written consent, unless MET causes the termination or reduction. We will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If

the contractor still fails to comply, the contracting officer may issue a termination for default proceedings.

Prime contractors may not terminate a DBE subcontractor for convenience. When a termination is necessary due to an inability to perform all or part of its subcontract due to default, over extension, or no longer being certified, the prime contractor must submit a written request to the DBELO explaining the need for a substitution.

The following procedure shall be followed and information submitted to MET:

The listed DBE must submit a signed request requesting relief from all or part of its subcontract with specific reasons through the prime contractor, who will send it to the DBELO for written consent for the substitution. The DBE's failure or refusal to submit the request will not authorize the prime contractor to unreasonably delay or fail to submit its substitution request. MET may consider the request without the DBE's request for relief.

The reasons why a designated DBE needs to be replaced must be supported by evidence, along with documented good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. A list of DBE substitutes available and willing to replace the designated DBE should be provided. If requested, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, upon request.

The written request must clearly identify that the subcontractor which is requesting substitution is a DBE, and that the subcontractor sought to be added is also a certified DBE. Such consent, when given, will not relieve the prime contractor of any responsibility for the contract's fulfillment or the percentage of DBE work committed.

Written consent will be given only after MET has closely reviewed and ensured that each subcontract is evidenced in writing and contains all pertinent provisions required by the prime contract.

MET will closely monitor all substitutions to ensure the DBE is performing a commercially useful function in accordance with the DBE Program and Substitution Procedures contained therein.

MET will require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

### **Counting DBE Participation Toward Goals (26.55)**

MET will only count the value of work performed by the DBE toward DBE goals; this will include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased, and the entire amount of fees or commissions charged for services. Participation of a DBE subcontract will not be counted until the contractor has paid the DBE.

## **SUBPART D – CERTIFICATION STANDARDS**

MET will rely on the certification process of the Montana DOT as provided in the standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards.

The process to be certified by the Montana DOT is available online at [www.mdt.mt.gov](http://www.mdt.mt.gov).

For information about the certification process, firms should contact:

Transit Planning & Development Coordinator  
1705 Monad Road  
Billings, MT 59101  
406-657-8218

## **SUBPART E – CERTIFICATION PROCEDURES**

### **Unified Certification Program (26.81)**

MET is a member of the Unified Certification Program (UCP) administered by the Montana DOT. The UCP will meet all the requirements of this section.

### **Decertification (26.87)**

In the event we propose to remove a DBE's certification, we will follow procedures consistent with 26.87. To ensure separation of functions in a decertification, MET's Aviation and Transit Director will serve as the decision maker in decertification proceedings. The Director will not have participated in any way in the decertification proceedings against the firm, including in the decision to initiate such a proceeding.

If we deny a firm's application or decertify it, it may not reapply until 12 months have passed from our action.

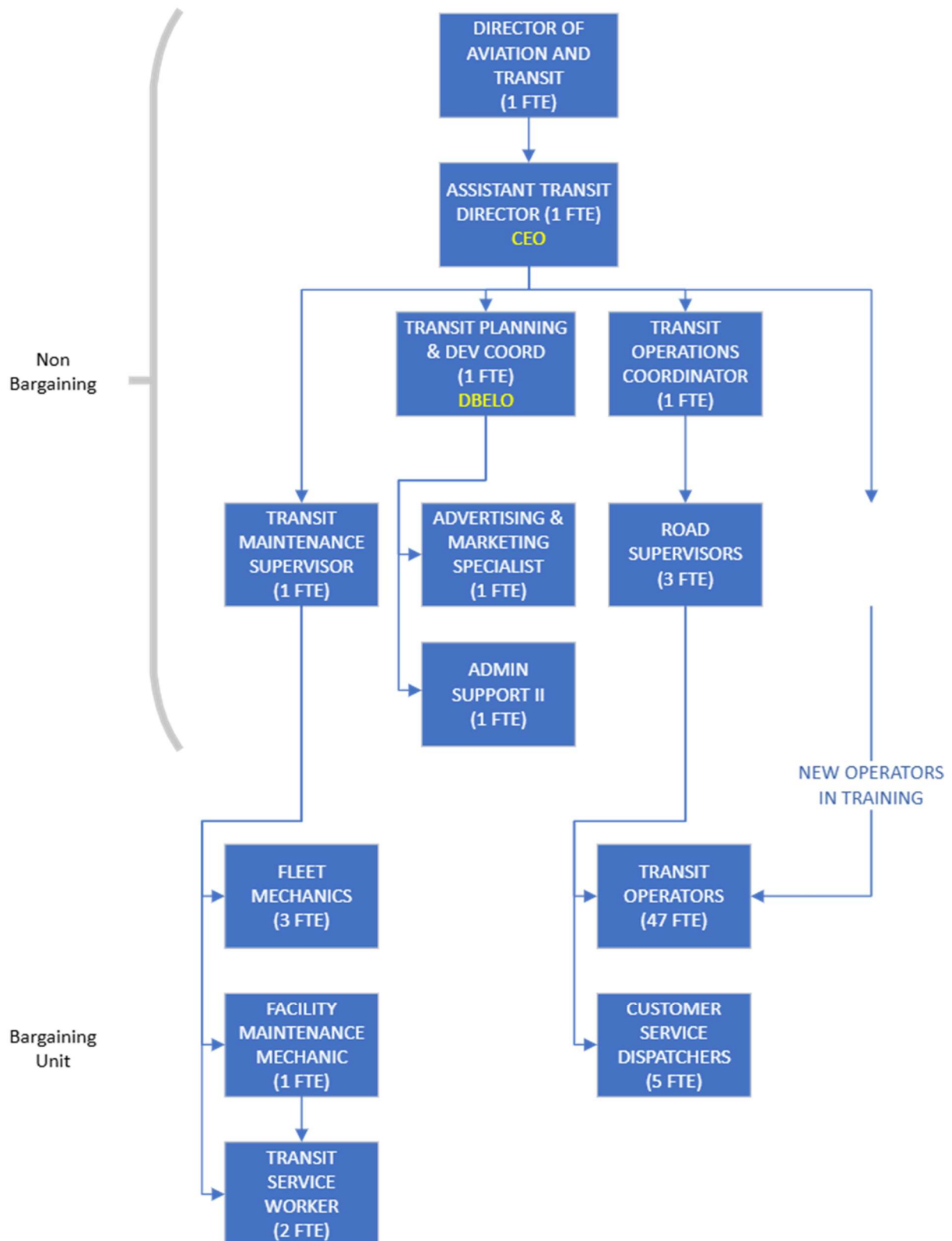
### **Certification Appeals (26.89)**

Any firm or complainant may appeal the decision in a certification matter to DOT within 45 days of the date of the decision. Such appeals may be sent to:

U.S. Department of Transportation  
Office of Civil Rights – DBE Programs Division  
1200 New Jersey Ave SE  
Washington, DC 20590  
[DBEAppeals@dot.gov](mailto:DBEAppeals@dot.gov)

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting.

## APPENDIX A – ORGANIZATIONAL STRUCTURE



## APPENDIX B – MET’S BIDDER’S LIST INFORMATION FORM

### Bidder List Required Information

The bidder listed below acknowledges that this information is required to be compiled and reported in accordance with the City’s DBE Program and with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. 11(c). This form must be completed for all prime and sub contractors. Failure to provide this data will result in a non-responsive bid.

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Years in Business: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Name of Majority Owner: \_\_\_\_\_  
Race of Majority Owner: \_\_\_\_\_ Gender of Majority Owner: \_\_\_\_\_  
NAICS Code(s) Applicable in Scope of Work: \_\_\_\_\_  
  
\_\_\_\_\_

Type of Organization (Check one):

a. Sole Proprietorship ( ☐ ) b. Partnership ( ☐ ) c. Corporation ( ☐ ) d. Joint Venture ( ☐ )

Is Business Registered with the State of Montana as a Disadvantaged Business Enterprise?

a. Yes ( ☐ ) b. No ( ☐ )

Annual Gross Receipts of Business:

Less than \$500,000 ( ☐ )

\$500,000 - \$1,000,000 ( ☐ )

\$1,000,000 - \$5,000,000 ( ☐ )

\$5,000,000 - \$10,000,000 ( ☐ )

Over \$10,000,000 ( ☐ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## City Council Regular

**Date:** 02/24/2025  
**Title:** Zeiler Subdivision, Amended plat of Lot 2-A, Block 1 - Preliminary Minor Plat  
**Presented by:** David Green  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00255

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### RECOMMENDATION

Staff recommends the City Council conditionally approve the preliminary plat of Zeiler Subdivision, Amended Plat of Lot 2-A, Block 1 and adopt the Findings of Fact as presented in the staff report.

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

On January 15, 2025, Stahly Engineering and Associates applied for preliminary minor plat approval for Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision. The proposed subdivision creates two (2) lots from an existing lot for development. The subject property is generally located west of Mallowney Lane and south of South Frontage Road. The existing lot is zoned Corridor Mixed Use 2 (CMU2). Zoning will remain the same for the new lots.

### VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

### PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To minimize the effects on local services, prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering mail to each lot.
2. Minor changes may be made in the Subdivision Improvements Agreement (SIA) and final documents, as requested by the Planning, Legal, or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

### PROCEDURAL HISTORY

- Pre-application meeting: October 31, 2024
- Preliminary plat application submitted to Planning Division: January 15, 2025
- Preliminary plat to City Council: February 24, 2025
- 35 working-day preliminary plat review period ends: March 7, 2025

### PLAT INFORMATION

**General location:** West of Mallowney Lane and south of South Frontage Road

**Legal Description:** Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision located in the southeast one-quarter (SE1/4) of Section 18, Township 1 south, Range 26 east, Principal Meridian Montana, City of Billings, Yellowstone County, Montana

**Owner/Subdivider:** SLH Industrial, LLC

**Engineer and Surveyor:** Stahly Engineering and Associates

**Existing Zoning:** CMU2

**Existing land use:** Residential



|                          |                                                                                             |
|--------------------------|---------------------------------------------------------------------------------------------|
| Proposed land use:       | Commercial                                                                                  |
| Gross area:              | 2.04 acres                                                                                  |
| Proposed number of lots: | 2                                                                                           |
| Lot size:                | Max: 1.016 acres<br>Min: 1.019 acre                                                         |
| Parkland requirements:   | Parkland dedication is not required as this is a minor subdivision. Section 23-1008 A. BMCC |

## STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however, nearby property owners may attend the City Council meeting. The Planning Division received no public comments or questions regarding the proposed subdivision at the time this report was prepared.

## ALTERNATIVES

In accordance with State law, the City Council has 35 working days to act upon this minor preliminary plat. The 35 working day review period for the proposed plat ends on March 7, 2025. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 35 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

## FISCAL EFFECTS

This plat will have no fiscal impact on the City/County Planning Division.

## SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

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## Attachments

Findings of Fact  
Proposed Plat  
Draft SIA  
Waiver of right to protest  
Mayor's Letter

## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of Zeiler Subdivision, Amended Plat of Lot 2-A, Block 1. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

### **A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]**

#### **1. Effect on agriculture and agricultural water user facilities**

The subject property was historically used for residential purposes. There will be no irrigation infrastructure affected by this subdivision. There are no water rights or shares that will be available to this proposed subdivision. Any perimeter ditches and drains, that have downstream users, shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

#### **2. Effect on local services**

- a. **Utilities** – Water service will be provided by the City of Billings. Water lines have already been installed to the subdivision. Domestic water service to the two lots will be provided by the 2" water service lines installed with the City of Billings Project "W.O. 22-07 Mallowney Lane Improvements." All water lines and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. This information is within the SIA under the heading VI, Utilities, A. Water.

Sanitary sewer service will be provided by the City of Billings. Sanitary sewer lines have already been installed to the subdivision. Sanitary sewer service to the two lots will be provided by the 6" sewer service lines installed with the City of Billings Project "W.O. 22-07 Mallowney Lane Improvements." Each lot will have access to the existing sanitary sewer lines. All sanitary sewer lines and stubs will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. This information is within the SIA under the heading VI, Utilities, B. Sanitary Sewer.

Private utility companies will provide services to the subdivision. Easements on the lot frontage have been provided by the subdivider for the private utility companies to install the needed infrastructure with previous filings.

**Stormwater** – This subdivision shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. A complete stormwater management plan shall be submitted to the Engineering Division for review and

approval at the time of lot development. Individual lots will be required to manage their own stormwater in accordance with the City of Billings Stormwater Management Manual. This information is within the SIA under the heading V, Storm Drainage.

- b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- a. **Streets** – The lots within the subdivision are served by Mullooney Lane. This subdivision will not be required to provide additional street dedication on Mullooney Lane.

A traffic impact study was not required for this subdivision. When lots develop the proposed use may trigger a traffic study. Future lot owners can contact City of Billings Engineering to obtain requirements for the development and if it requires a traffic study.

Sidewalks were recently installed with the City of Billings Project “W.O. 22-07 Mullooney Lane Improvements.” No additional sidewalk improvements are proposed.

- b. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station serving this area is located at 605 South 24<sup>th</sup> Street West (Station #5). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- c. **Schools** – Schools will not be impacted by this proposed subdivision because it is proposed to be commercial use. If they develop multi-family housing the schools that will be affected are West High School, and Elysian School. These schools are currently at or over capacity with students.
- d. **Parks and Recreation** – This subdivision is a minor subdivision and is not required to provide parkland. Section 23-1008 A, Billings Subdivision Regulations.
- e. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. The USPS has requested centralized box units. Development of the property will require coordination with the developer and the postal service for preferred location of mail delivery boxes. **(Condition #1)**
- f. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

### **3. Effect on the natural environment**

The subject property is a former farm house with out-buildings. Land around this lot was been farmed in the past. The farming activity from the past and current use of the former farm land has mostly removed natural habitat from the land.

The geotechnical study will be performed when future development is proposed on the land. The subdivision should have a minimal effect on the natural environment.

#### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

#### **5. Effect on the public health, safety and welfare**

There will be minimal impacts to public health, safety and welfare because of this subdivision.

### **B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

### **C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

#### **1. City of Billings 2016 Growth Policy**

The proposed subdivision is consistent with the following goals of the Growth Policy:

**Essential Investments (relating public and private expenditures to public values)** Infill development and development near existing City infrastructure may be the most cost effective

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)** Neighborhoods that are safe and attractive and provide essential services are much desired.

#### **2. 2023 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan. The applicant will be connecting Avenue D through the proposed subdivision.

#### **3. Billings Area Bikeway and Trail Master Plan (BABTMP)**

There is an existing trail on the east side of Mullowney Lane. There are also sidewalks on the west side of Mullowney Lane in front of the proposed subdivision.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is zoned Corridor Mixed Use 2 (CMU2). The lot frontages conform to the requirements of this zoning. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

**F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]**

The subdivision has provided utility easements as requested by private utility companies with past platting. There are private utility easements shown on the plat.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access is provided to the proposed lots from Mallowney Lane.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Zeiler Subdivision Amended Plat of Lot 2-A, Block 1, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

It is recommended to City Council that the preliminary plat of Zeiler Subdivision, Amended Plat of Lot 2-A, Block 1 be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, February 24, 2025

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William A. Cole, Mayor

SITE DATA:

- Number of lots: 2
- Maximum Lot area: 1.019 Ac.
- Minimum Lot area: 1.016 Ac.
- Area of parkland: 0.00 Ac.
- Linear feet of streets: 366'
- Net and Gross acreage of land to be subdivided: 2.035 Ac.
- Existing and proposed zoning: Corridor Mixed-Use-Commercial Centers
- Existing and proposed land use: Vacant/Commercial

Owner/Subdivider: SLH Industrial L.L.C.

Surveyor & Engineer: Stahly Engineering & Associates

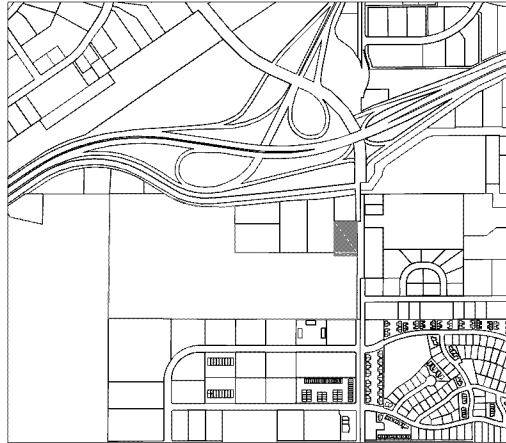
Prepared: November, 2024

PRELIMINARY PLAT  
AMENDED PLAT OF LOT 2-A, BLOCK 1  
OF

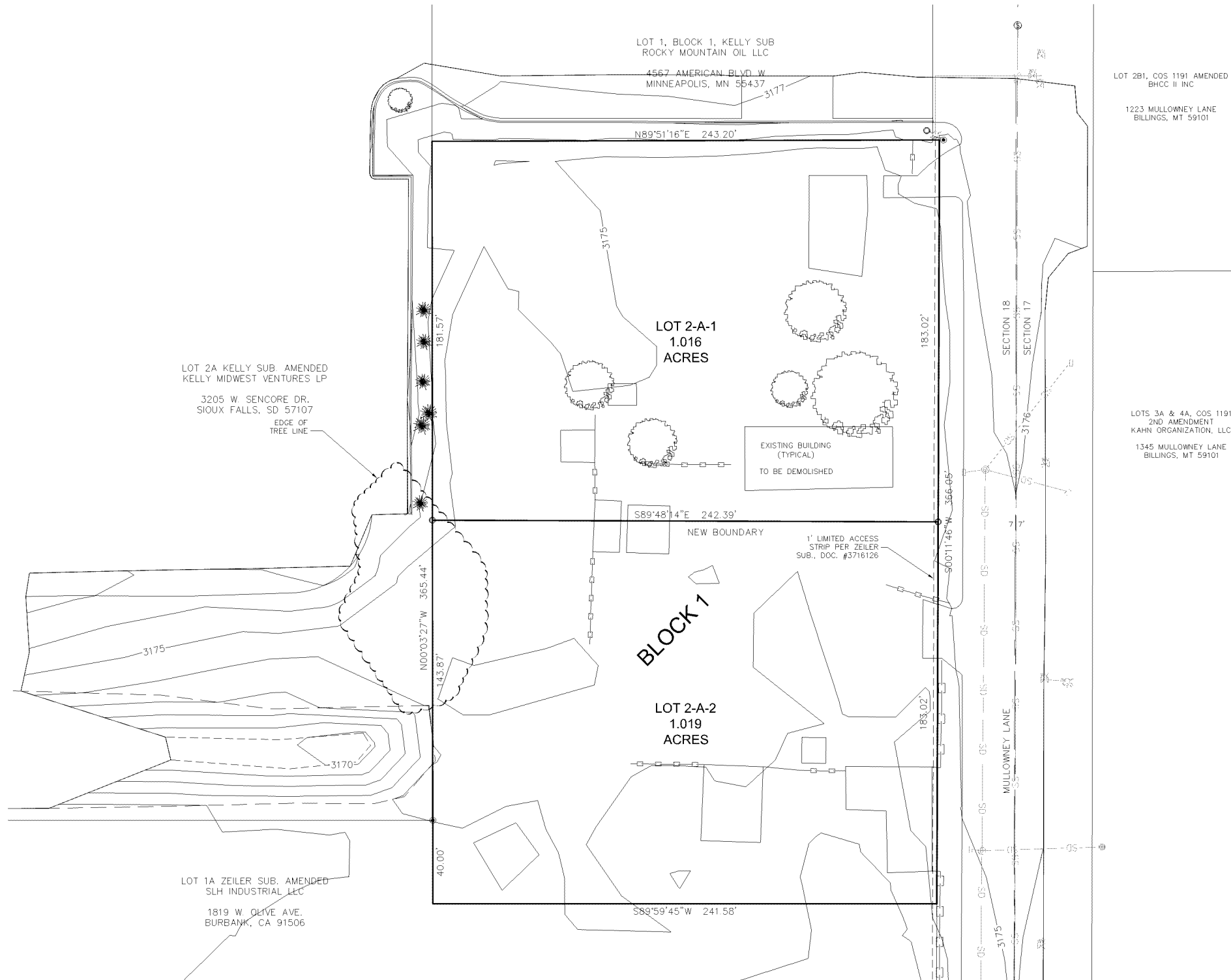
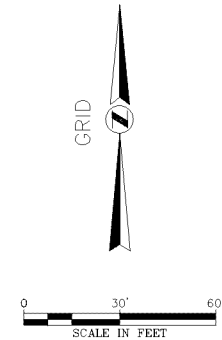
ZEILER SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 18, T. 1 S., R. 26 E., P.M.M  
CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

VICINITY MAP (NOT TO SCALE)



**BASIS OF BEARINGS:**  
GNSS OBSERVATIONS DERIVED FROM BILLINGS BASE  
CORS STATION BROADCAST REFERENCED TO THE  
BILLINGS RMCRS LDP:  
LAMBERT CONFORMAL CONIC PROJECTION  
NAD 83(2011)  
STANDARD PARALLEL & GRID ORIGIN: 45°47'00"N  
CENTRAL MERIDIAN: 108°25'00"W  
FALSE NORTHING: 50,000.000m (164,042 Inft)  
FALSE EASTING: 200,000.000m (656,168 Inft)  
STANDARD PARALLEL SCALE: 1.0001515 (exact)  
VERTICAL DATUM: NAVD88 (GEOID12A)



STAHLY ENGINEERING & ASSOCIATES  
PROFESSIONAL ENGINEERS & SURVEYORS  
www.seaeng.com

BILLINGS  
Phone: (406) 601-4055

BOZEMAN  
Phone: (406) 522-9526

CODY  
Phone: (307) 599-5541

GREAT FALLS  
Phone: (406) 604-4644

HELENA  
Phone: (406) 442-8504

COUNTY: YELLOWSTONE

PRINCIPAL MERIDIAN,  
MONTANA

| 1/4 | SEC | T  | R   | 1/4 | SEC | T | R |
|-----|-----|----|-----|-----|-----|---|---|
|     | 18  | 1S | 26E |     |     |   |   |
|     |     |    |     |     |     |   |   |

FIELD: PB/CWK  
DRAWN: CWK  
CHECKED: CWK  
DATE: 11/15/2024

SHEET  
1 OF 1

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE  
SPECIAL IMPROVEMENTS DISTRICTS**

**Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision  
City of Billings, Montana**

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# SUBDIVISION IMPROVEMENTS AGREEMENT

## Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **SLH Industrial, LLC**, whose address for the purpose of this agreement is 1819 W. Olive Ave. Burbank, CA 91506-2435, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

### WITNESSETH:

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 2025, the City Council conditionally approved a preliminary plat Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. No variances are requested.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

- A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.
- B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

- E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- F. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

### III. TRANSPORTATION

#### A. Streets

No street improvements are required or proposed for this project. The two lots will be accessed via the existing approaches off Mullowney Lane.

#### B. Sidewalks

Sidewalks were recently installed with the City of Billings Project "W.O. 22-07 Mullowney Lane Improvements." No additional sidewalk improvements are proposed.

#### C. Street Lighting

There is no street lighting required or proposed for the subdivision; however, street lighting is included in the waiver of right to protest.

#### D. Traffic Control Devices

No traffic control devices are required or proposed for this project.

#### E. Access

Legal access to the subdivision is provided via City of Billings public right-of-way off Mullowney Lane.

#### F. Billings Area Bikeway and Trail Master Plan

This subdivision is within the Billings Area Bikeway and Trail Master Plan study area.

The plan shows a shared use path along Mullowney Lane, the east boundary of the subdivision. The multi-use trail along Mullowney Lane has been included in the City of Billings Project "W.O. 22-07 Mullowney Lane Improvements".

G. Public Transit

No public transit improvements are required or proposed for this subdivision.

H. Traffic

A traffic impact study was completed for the adjacent Howard-Billings Industrial Subdivision. An update to this study will be necessary if the development of either lot exceeds 500 ADT, as required by the City.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Distribution and Collection Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

Domestic water service to the two lots will be provided by the 2" water service lines installed with the City of Billings Project "W.O. 22-07 Mallowney Lane Improvements."

B. Sanitary Sewer

Sanitary sewer service to the two lots will be provided by the 6" sewer service lines installed with the City of Billings Project "W.O. 22-07 Mallowney Lane Improvements."

C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines (where said utilities are available and existing to subdivision) shall be installed prior to street paving.

The Subdivider shall install private utilities within private utility easements where possible. Extension of private utilities into each lot shall be the responsibility of the individual lot owners. The location of all such off-site facilities within the existing public rights-of-way shall be subject to approval of the City Public Works Department and shall be installed underground. The Subdivider shall coordinate installation with the various utility companies.

VII. PARKS/OPEN SPACE

There is no parkland requirement for the proposed Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision, as this is a non-residential subdivision [MCA 76-3-621(3)(b)].

VIII. IRRIGATION

There are no irrigation ditches on or adjacent to this property.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation was conducted in October 2022 by Rahwide Engineering, Inc. for the adjacent Billings Howard Industrial Subdivision. No specific construction restrictions or required mitigation efforts are needed for the utility and surface improvements.

Site specific geotechnical investigations will be required upon development of the lots.

X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XI. LEGAL PROVISIONS APPLYING TO THE SUBDIVIDER

- A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors and assigns of transferee's respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER"                      SLC

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

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

STATE OF MONTANA            )  
                                          : ss  
County of Yellowstone        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_,

known to me to be the \_\_\_\_\_ of (Subdivider), who executed the foregoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana

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

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

This agreement is hereby approved and accepted by the City of Billings, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

"CITY"  
CITY OF BILLINGS  
MONTANA

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

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

STATE OF MONTANA    )  
                              : ss  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the Mayor and City Clerk respectively of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that he/she executed the same on behalf of the City of Billings, Montana.

\_\_\_\_\_  
Notary Public in and for the State of Montana

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

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

# Waiver of Right to Protest

## FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:

### **Amended Plat of Lot 2-A, Block 1 of Zeiler Subdivision**

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Subdivider/Owner

\_\_\_\_\_

STATE OF MONTANA )

: ss

County of Yellowstone)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Brad Howard, known to me to be Subdivider/Owner, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana

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

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



Bill Cole, Mayor  
P.O. Box 1178  
Billings, MT 59103  
P 406.657.8296  
F 406.657.8390

Stahly Engineering and Associates  
2223 Montana Ave  
Billings, MT 59101

Dear Applicant:

On February 24, 2025 the Billings City Council conditionally approved the preliminary plat of Zeiler Subdivision, Amended Plat of Lot 2-A, Block 1 subject to the following conditions of approval:

1. To minimize the effects on local services, prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering mail to each lot.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

February 24, 2025

Sincerely,

---

William A. Cole, Mayor



## City Council Regular

**Date:** 02/24/2025  
**Title:** High Sierra Subdivision, 22nd Filing - City Major Subdivision Preliminary Plat  
**Presented by:** David Green  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00224

---

### RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to the City Council for the preliminary plat of High Sierra Subdivision, 22nd Filing and adoption of the Findings of Fact as presented in the staff report.

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

On December 2, 2024, Sanbell, formerly Sanderson Stewart, applied for preliminary minor plat approval for High Sierra Subdivision, 22nd Filing. The proposed subdivision creates 76 lots for residential development. The subject property is generally located north of Matador Avenue, west of Modera Avenue and Ortega Street and east of High Sierra Subdivision, 14th Filing. The property is zoned N3 - Suburban Neighborhood.

### VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

### PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for water systems, sewer systems, and stormwater systems to the City of Billings Public Works for review and approval prior to installation.
2. To protect public health and safety, prior to final plat approval, the applicant will coordinate with City of Billings Public Works and update the finished floor elevations under Section II Property Conditions and Information for Lot Purchasers of the Subdivision Improvements Agreement (SIA).
3. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

### PROCEDURAL HISTORY

- Pre-application meeting September 19, 2024
- Preliminary plat application submitted to Planning Division on December 2, 2024
- Departmental review meeting December 19, 2024
- Subdivision resubmittal December 26, 2024
- Planning Board plat review January 14, 2025
- Planning Board public hearing January 28, 2025
- Preliminary plat to City Council February 24, 2025
- 60 working-day preliminary plat review period ends February 28, 2025

### PLAT INFORMATION

**General location:** North of Matador Avenue, west of Modera Avenue and Ortega Street and east of High Sierra Subdivision, 14th Filing

**Legal Description:** Being Lot 8A, Block 30 of High Sierra Subdivision, 17th Filing Amended

Owner/Subdivider: High Sierra II, Inc.

Engineer and Surveyor: Sanbell Engineering

Existing Zoning: N3

Existing land use: Open grassland / Agricultural

Proposed land use: Residential

Gross and Net area: 22.758 acres / 22.758

Proposed number of lots: 76

Lot size: Max: 91,558 square feet / 2.1 acres  
Min: 6,778 square feet

Parkland requirements: Parkland dedication requirement is 1.7323 acres. The applicant is proposing to provide a cash in lieu contribution for parkland.

### **TRAFFIC IMPACT STUDY - SUMMARY**

- Development is 76 single-family lots. This filing is part of a master plan for High Sierra Subdivision and will have future filings and further updated traffic impact studies done with each filing. The traffic impact study (TIS) update has been completed for High Sierra Subdivision 22nd Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense.
- Studied intersections were:
  - Wicks Lane & Gleneagles Blvd.
  - Wicks Lane & Fantan Street
  - Wicks Lane & St. Andrews Dr.
  - Annandale Road & Gleneagles Blvd.
  - Annandale Road & St. Andrews Dr.
  - Skyway Drive & Alkali Creek Road
- Conclusion and Recommendations:
  - Study intersections are anticipated to operate similarly to existing conditions. Many of the intersections that were studied have had improvements done with previous filings.
- The percent of traffic contributions to the following intersections shall be in accordance with the updated traffic accessibility study submitted. The percentage required for each intersection is estimated here and will be determined at final plat with current costs at the time of final plat.
  - Wicks Lane & Gleneagles Blvd. - 1.64%
  - Wicks Lane & Fantan Street - 1.83%
  - Wicks Lane & St. Andrews Dr. - 1.45%
  - Annandale Road & Gleneagles Blvd. - 0.17%
  - Annandale Road & St. Andrews Dr. - 0.18%
  - Skyway Drive & Alkali Creek Road - 1.08%

### **STAKEHOLDERS**

#### **Planning Board Public Hearing - January 28, 2025 :**

Staff provided a brief presentation about the proposed subdivision to the Planning Board and public. After the presentation concluded, staff stood for questions from the board. There were no questions about the proposed subdivision from the Planning Board. The agent and the applicant stood for any questions that the board might have had for them. There were no questions from the board.

The public hearing was open by Board President Gravgaard. There was no one from the public wishing to speak about the proposed subdivision. The public hearing was then closed by Board President Gravgaard.

A motion was made by Board member Stephenson and seconded by Board member Woods to forward a recommendation to the City Council to conditionally approve High Sierra Subdivision, 22nd Filing and adopt the Findings of Fact as presented in the staff report. The board voted unanimously on the motion.

### **ALTERNATIVES**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60

working day review period for the proposed plat ends on February 28, 2025. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

## **FISCAL EFFECTS**

This plat will have no fiscal impacts on the City/County Planning Division.

## **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school district/s, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

---

## **Attachments**

Findings of Fact  
Proposed Plat  
Draft SIA  
Mayors Letter

## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of High Sierra Subdivision, 22<sup>nd</sup> Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

**A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]**

### **1. Effect on agriculture and agricultural water user facilities**

The subject property was used for agricultural purposes. There are no permanent irrigation ditches, field laterals, or irrigation easements that exist on the subject property. The subdivision should not affect agricultural water users' facilities.

### **2. Effect on local services**

- a. **Utilities** – Water service will be provided by the City of Billings. There are 12-inch water mains in High Sierra Boulevard, one at the current end of Vesca Way and one at the current end of Madrid Drive. The applicant will extend the 12-inch water main in High Sierra Boulevard, Madrid Drive and Vesca Way north of Madrid Drive. 8-inch water line will be installed in all other local interior street of the proposed subdivision. Mains and services will be approved by the Engineering Division and shall be installed in conformance with the design standards, specifications, rules and regulations of the City of Billings and Montana Department of Environmental Quality. **(Condition #1)**

Sanitary sewer service will be provided by the City of Billings. The Subdivider will connect to an existing 12-inch sewer main located in Madrid Drive and an existing 8-inch sewer main located in Vesca Way. Those sewer lines will be extended in the current streets. An 8-inch sewer main will be extended in all other proposed streets in the subdivision. Sewer services shall be reviewed and approved and built in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. **(Condition #1)**

Private utility companies will provide services to the subdivision. Any easement required by a private utility company will be coordinated with the subdivider and the utility company.

**Stormwater** – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. This will drain to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17, Block 6, High Sierra Subdivision, 11th Filing generally north of the future projection of Gleneagles Boulevard designated for storm water detention. This subdivision shall satisfy the criteria set

forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department. A Stormwater Report will be submitted for review and approval by City Engineering at the time of individual lot development. **(Condition #1)**

Storm water management with this subdivision also included the requirement of the finished floor elevation (FFE) being a minimum of 18 inches above the back or curb in front of the house. Under the heading Property Conditions and Information for Lot Purchasers, G 1 there are certain lots that require specific FFE to prevent storm damage under normal storm events. Those numbers will be determined and included in the SIA before final plat. **(Condition #2)**

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

- b. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City’s landfill has adequate capacity for this waste.
- c. **Streets** – The lots within the subdivision will be served by streets that are an extension of existing streets in the area. High Sierra Boulevard, Vesca Way, Baja Drive and Madrid Drive. These streets will be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. The design section of said streets shall be submitted to, and approved by, the City Engineer prior to construction.

A traffic accessibility study has been completed for High Sierra Subdivision 22nd Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider’s expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

Wicks Lane/Gleneagles Blvd 1.64%  
Wicks Lane/Fantan Street 1.83%  
Wicks Lane/St. Andrews Dr 1.45%  
Annandale Road/Gleneagles Blvd 0.17%  
Annandale Road/St. Andrews Dr 0.18%  
Skyway Drive/Alkali Creek Road 1.08%

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined. The contributions will be made at the time of final plat.

This information and table are in the SIA under the heading Transportation D Traffic Control Devices.

High Sierra Boulevard, Vesca Way and Madrid Drive provide access to the subdivision. High Sierra Boulevard is located in a 74-foot-wide right-of-way and has a street width of 49-foot back of curb to back of curb. High Sierra Boulevard is classified as a collector road. Vesca Way and Madrid Drive are located within a 56-foot right-of-way and have a width of 34-feet back of curb to back of curb.

The sidewalks will be installed by individual lot owners when the lots are developed. All sidewalks will be 5-feet-wide with a 5-foot-wide boulevard behind the curb to the edge of the sidewalk. All intersection ADA compliant ramps will be installed by the subdivider.

- d. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station serving this area is located at 1601 Saint Andrews Drive (Station #6). The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** –This subdivision could be developed with residential uses. School District #2 provides educational services to elementary through high school students. Schools serving these students are Eagle Cliffs elementary, Castle Rock Middle School, and Skyview High School. Response from School District #2 was not received before this staff report was written. Past correspondence with School District #2 shows all these school as near maximum capacity or over.
- f. **Parks and Recreation** – Residential subdivisions are required by City of Billings Subdivision Regulations to provide parkland for the residents of the subdivision. This subdivision is required to provide 1.7323 acres of parkland dedication, they are proposing to provide a cash in lieu contribution. There is a 5-acre City Park within this subdivision directly south and east of the proposed subdivision. The nearest connection to the park is from Vesca Way and Modera Avenue. There is an existing 5-acre park to the south east of the proposed subdivision. It is within easy walking distance to the proposed subdivision.
- g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision. Location of mail delivery boxes will need to be coordinate with the developer and the postal service. **(Condition #3)**
- h. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

### **3. Effect on the natural environment**

The subject property was formerly farmland. The area of this proposed subdivision does not have any flood history or water ways nearby that may flood. However, in the SIA under the heading Property Conditions and Information for Lot Purchasers, G the

developer recommends building the finished floor elevation a minimum of 18 inches above the top of road curb. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

#### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of wildlife in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

#### **5. Effect on the public health, safety and welfare**

There will be minimal impacts to public health, safety and welfare because of this subdivision.

### **B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

### **C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

#### **1. City of Billings 2016 Growth Policy**

The proposed subdivision is consistent with the following goals of the Growth Policy:

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):**

Neighborhoods that are safe and attractive and provide essential services are much desired (p.8).

**Home Base (healthy, safe and diverse housing options)** Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

#### **2. 2023 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan. High Sierra Boulevard is identified as a collector road, it will be built to the standards of a collector through this subdivision.

#### **3. Billings Area Bikeway and Trail Master Plan (BABTMP)**

There is a future trail identified on High Sierra Boulevard. With the construction of the street, and its width, the trail would be on street and identified with paint markings.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is located within N3 – Suburban Neighborhood Residential. The lot frontages conform to the requirements of these zonings. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

**F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]**

The subdivider will provided utility easements as requested by private utility companies. Those easement will be shown on the face of the plat.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access is provided to the proposed lots from existing roads and new roads within the proposed subdivision.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of High Sierra Subdivision, 22<sup>nd</sup> Filing, does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board is forwarding a recommendation to the City Council that the preliminary plat of High Sierra Subdivision, 22<sup>nd</sup> Filing, be conditionally approved and adopt the Findings of Fact as presented in the staff report.



February 24, 2025

---

William A. Cole, Mayor



PRELIMINARY PLAT OF  
**HIGH SIERRA SUBDIVISION 22ND FILING**

BEING LOT 8A, BLOCK 30 OF HIGH SIERRA SUBDIVISION, 17TH FILING AMENDED  
SITUATED IN THE SE1/4 OF SECTION 8, THE SW1/4 OF SECTION 9 AND NE1/4 AND NW1/4 OF  
SECTION 17, T.1N., R. 26 E., P.M.M.,  
CITY OF BILLINGS

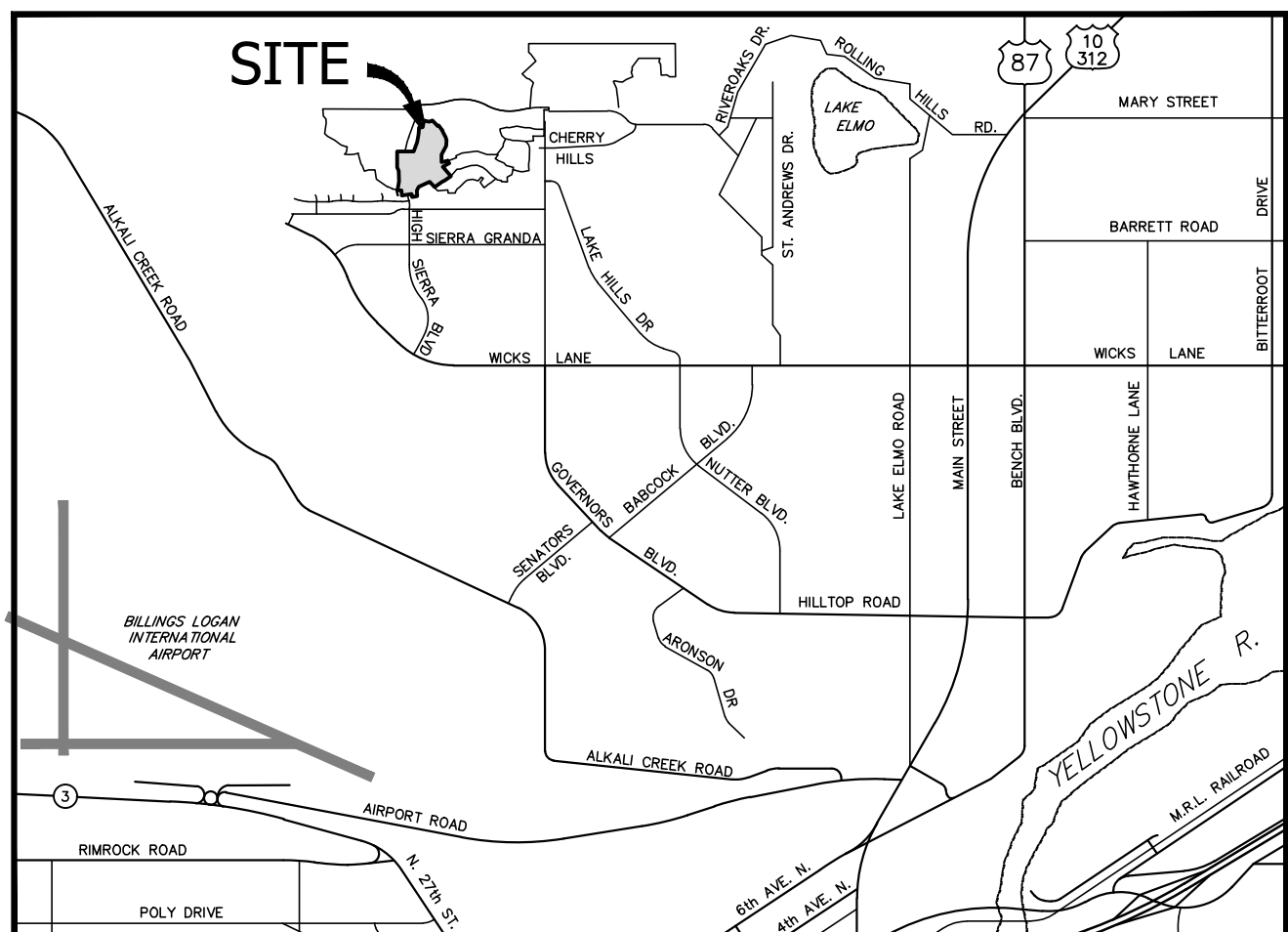
PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : **sanbell**

YELLOWSTONE COUNTY, MONTANA

OCTOBER, 2024

BILLINGS, MONTANA



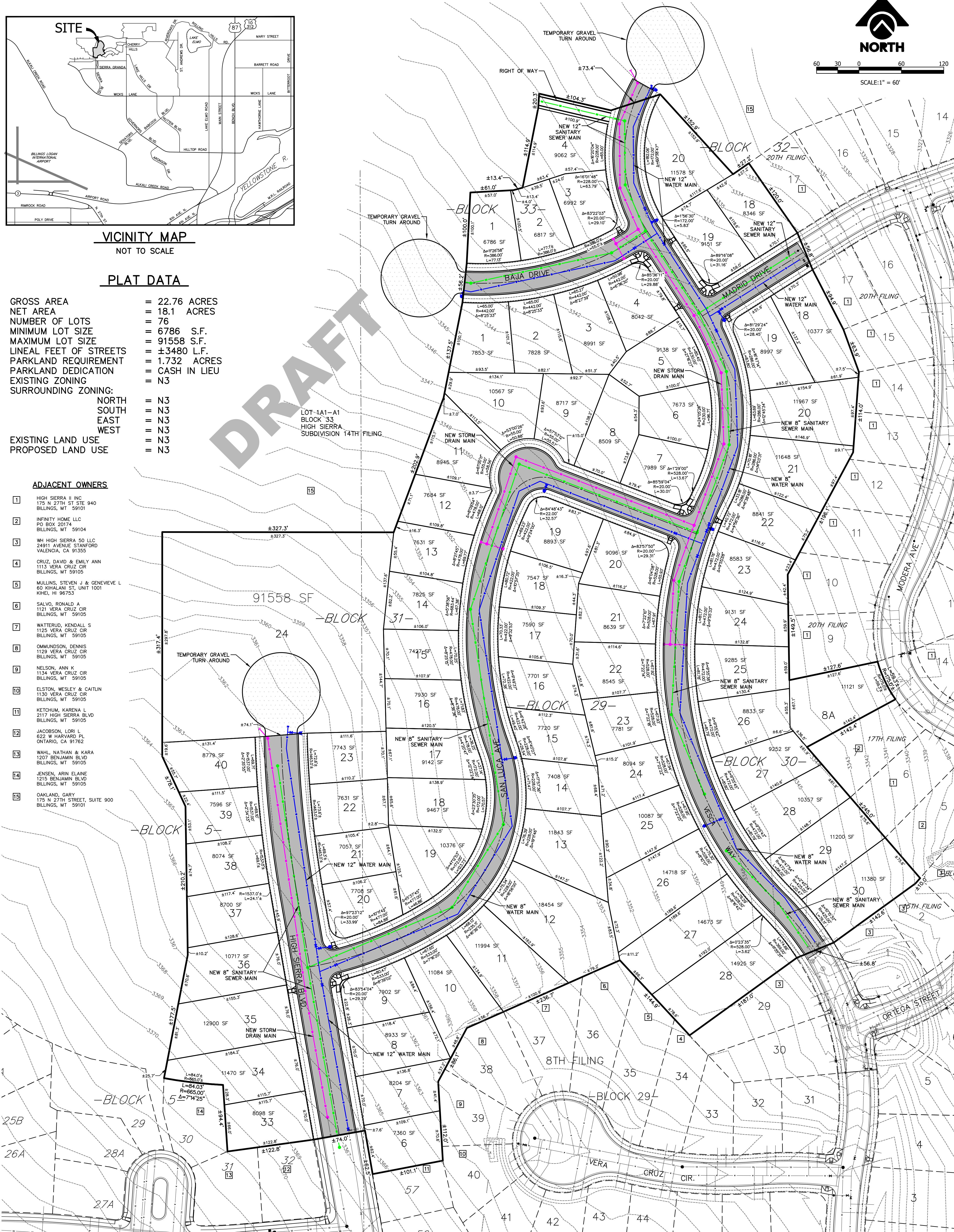
**VICINITY MAP**  
NOT TO SCALE

**PLAT DATA**

|                        |                |
|------------------------|----------------|
| GROSS AREA             | = 22.76 ACRES  |
| NET AREA               | = 18.1 ACRES   |
| NUMBER OF LOTS         | = 76           |
| MINIMUM LOT SIZE       | = 6786 S.F.    |
| MAXIMUM LOT SIZE       | = 91558 S.F.   |
| LINEAL FEET OF STREETS | = ±3480 L.F.   |
| PARKLAND REQUIREMENT   | = 1.732 ACRES  |
| PARKLAND DEDICATION    | = CASH IN LIEU |
| EXISTING ZONING        | = N3           |
| SURROUNDING ZONING:    |                |
| NORTH                  | = N3           |
| SOUTH                  | = N3           |
| EAST                   | = N3           |
| WEST                   | = N3           |
| EXISTING LAND USE      | = N3           |
| PROPOSED LAND USE      | = N3           |

**ADJACENT OWNERS**

- HIGH SIERRA II INC  
175 N 27TH ST STE 940  
BILLINGS, MT 59101
- INFINITY HOME, LLC  
PO BOX 20174  
BILLINGS, MT 59104
- WH HIGH SIERRA 50 LLC  
24911 AVENUE STANFORD  
VALENCIA, CA 91355
- CRUZ, DAVID & EMILY ANN  
1113 VERA CRUZ CIR  
BILLINGS, MT 59105
- MULLINS, STEVEN J & GENEVIEVE L  
60 KHALANI ST, UNIT 1001  
KIHAE, HI 96753
- SALVO, RONALD A  
1121 VERA CRUZ CIR  
BILLINGS, MT 59105
- WATERUD, KENDALL S  
1125 VERA CRUZ CIR  
BILLINGS, MT 59105
- OMMUNDSON, DENNIS  
1129 VERA CRUZ CIR  
BILLINGS, MT 59105
- NELSON, ANN K  
1134 VERA CRUZ CIR  
BILLINGS, MT 59105
- ELSTON, WESLEY & CAITLIN  
1130 VERA CRUZ CIR  
BILLINGS, MT 59105
- KETCHUM, KARENA L  
2117 HIGH SIERRA BLVD  
BILLINGS, MT 59105
- JACOBSON, LORI L  
622 W HAVYARD PL  
ONTARIO, CA 91762
- WAHL, NATHAN & KARA  
1207 BENJAMIN BLVD  
BILLINGS, MT 59105
- JENSEN, ARIN ELAINE  
1215 BENJAMIN BLVD  
BILLINGS, MT 59105
- OAKLAND, GARY  
175 N 27TH STREET, SUITE 900  
BILLINGS, MT 59101





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Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST  
FUTURE SPECIAL IMPROVEMENT DISTRICTS  
HIGH SIERRA SUBDIVISION, TWENTY SECOND FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 22nd Filing; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 22nd Filing; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 22nd Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT,** for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

**A.** Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

**II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

**A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

**B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety. In addition, this subdivision is being built in close proximity to prime prairie dog habitat and lot owners will be responsible for any costs and damages incurred due to the presence of prairie dogs.

**C.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

**D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments

described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

- E. Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the parkland dedicated with various filings of High Sierra Subdivision.
- F. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.
- G. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.
  - 1. The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

Minimum finished floor elevation for Lots 7-10, Block 31 shall be as follows:

|                  |                                   |
|------------------|-----------------------------------|
| Lot 7, Block 31  | 33XX.XX (TBD prior to final plat) |
| Lot 8, Block 31  | 33XX.XX (TBD prior to final plat) |
| Lot 9, Block 31  | 33XX.XX (TBD prior to final plat) |
| Lot 10, Block 31 | 33XX.XX (TBD prior to final plat) |

- 2. The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot

be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

3. Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

### **III. TRANSPORTATION**

#### **A. Streets**

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

Madrid Drive, Vesca Way, San Lucas Avenue, and Baja Drive will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of

curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

High Sierra Boulevard shall be dedicated a collector street and shall be located within a 74-foot wide right of way and have a street width of 49-foot back of curb to back of curb to accommodate two 11-foot-wide drive lanes, two 8-foot-wide parking lanes, and two 5-foot-wide bicycle lanes. High Sierra Boulevard shall be built to grade with a satisfactory subbase, base course, curb and gutter and asphalt surface. This street shall be built per the City of Billings Standards in place at time of construction.

**B. Sidewalks**

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.
2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

**C. Street Lighting**

Construction or installation of streetlights within the public rights-of-way shall not be required at this time, but streetlights are included in the Waiver referenced herein for construction of the same in the future. A maintenance district for streetlights may be formed for future maintenance of any streetlights installed in the future.

**D. Traffic Control Devices**

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.



A traffic accessibility study has been completed for High Sierra Subdivision 22nd Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider’s expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

|                                |       |
|--------------------------------|-------|
| Wicks Lane/Gleneagles Blvd     | 1.64% |
| Wicks Lane/Fantan Street       | 1.83% |
| Wicks Lane/St. Andrews Dr      | 1.45% |
| Annandale Road/Gleneagles Blvd | 0.17% |
| Annandale Road/St. Andrews Dr  | 0.18% |
| Skyway Drive/Alkali Creek Road | 1.08% |

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by Engineering for the year in which the contribution is made.

The cash contribution shall be made prior to final plat approval.

**E. Access**

High Sierra Boulevard, Vesca Way and Madrid Drive provide access to the subdivision. High Sierra Boulevard is located in a 74-foot-wide right-of-way and has a street width of 49-foot back of curb to back of curb. Vesca Way and Madrid Drive are located within a 56-foot right-of-way and have a width of 34-feet back of curb to back of curb.

**F. Billings Area Bikeway and Trail Master Plan**

5-foot-wide bike lanes will be provided on High Sierra Boulevard consistent with previous filing. No addition trail improvements are required as part of this subdivision.

**G. Public Transit**

The subdivision does not require improvements to ensure public transit service.

#### **IV. EMERGENCY SERVICE**

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end street in excess of 150-feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

#### **V. STORM DRAINAGE**

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17A, Block 1, High Sierra Subdivision, 12th Filing generally north of the future projection of Gleneagles Boulevard designated for storm water detention. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 22nd Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a

stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

## **VI. UTILITIES**

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department - Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the Subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

### **A. Water**

The subdivision will be served by making connections to public water mains, one at the end of High Sierra Boulevard, one at the end of Vesca Way and one at the end of Madrid Drive. 12-inch water main will be installed in High Sierra Boulevard, Madrid Drive and Vesca Way north of Madrid Drive. 8-inch water main will be installed in the remaining local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

**B. Sanitary Sewer**

The subdivision will be served by making a connection to an existing 12-inch diameter sewer main located in Madrid Drive and an existing 8-inch diameter sewer main located in Vesca Way. 12-inch sanitary sewer main will be extended in Madrid Drive, Vesca Way north of Madrid Drive and the 20-foot right of way at north end of Vesca Way. 8-inch sanitary sewer main will be extended on the remaining streets in the subdivision.

**C. Power, Telephone, Gas, and Cable Television**

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

**VII. PARKS/OPEN SPACE**

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. High Sierra Subdivision, 22nd Filing requires a parkland dedication 1.7323 acres. The Subdivider will make a cash-in-lieu contribution for the 1.732 acres in lieu of parkland dedication.

**VIII. IRRIGATION**

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

**IX. SOILS/GEOTECHNICAL STUDY**

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat and is available for review at the City of Billings Planning Department. The Geotechnical Investigation Report for High Sierra Subdivision 22nd Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated December 11, 2024.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

**X. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

**XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

- A.** Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

**HIGH SIERRA II, INC.**

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

Its: \_\_\_\_\_

STATE OF MONTANA       )  
                                          : ss  
County of Yellowstone    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument as the \_\_\_\_\_ of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

This agreement is hereby approved and accepted by the City of Billings, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“CITY”

**CITY OF BILLINGS, MONTANA**

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

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

STATE OF MONTANA       )  
                                          : ss  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS**

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors, and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:

High Sierra Subdivision, 22nd Filing

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“SUBDIVIDER”

**HIGH SIERRA II, INC.**

\_\_\_\_\_



STATE OF MONTANA            )  
                                              : ss  
County of Yellowstone        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **HIGH SIERRA II, INC.**, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Bill Cole, Mayor  
P.O. Box 1178  
Billings, MT 59103  
P 406.657.8296  
F 406.657.8390

Sanbell  
1300 N Transtech Way  
Billings, MT 59102

Dear Applicant:

On February 24, 2025 the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 22<sup>nd</sup> Filing subject to the following conditions of approval:

1. To protect public health and safety, prior to final plat approval, the applicant will submit all drawings and specifications for water systems, sewer systems, and stormwater systems to the City of Billings Public Works for review and approval prior to installation.
2. To protect public health and safety, prior to final plat approval, the applicant will coordinate with City of Billings Public Works and update the finished floor elevations under Section II Property Conditions and Information for Lot Purchasers of the Subdivision Improvements Agreement (SIA).
3. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
4. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
5. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 657-8666 or by email at [greend@billingsmt.gov](mailto:greend@billingsmt.gov)

February 24, 2025

Sincerely,

---

William A. Cole, Mayor

## City Council Regular

**Date:** 02/24/2025  
**Title:** Resolution of Intent to Annex Wilson Park, Annexation 25-01  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Yes  
**Project Number:** PZX-25-00005

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### RECOMMENDATION

Staff recommends that the City Council approve the Resolution of Intent to annex Wilson Park and set a public hearing date for March 24, 2025.

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

The City Council is being asked to begin the process to annex the area colloquially known as Wilson Park. State Law under 7-2-44 MCA provides municipalities the authority to annex contiguous government land. The subject property is 14.99 acres of land owned by the City of Billings. The property is legally described as: An unplatted parcel of land situated in the northwest one-quarter (NW ¼) of the southeast one-quarter (SE ¼) of Section 10, Township 01 south, Range 26 east, P.M.M., Yellowstone County Montana, more particularly described as follows: Beginning at the center quarter corner of said Section 10, said point being the Point of Beginning; thence S00°00'39"W a distance of 660.40 feet; thence S89°39'19"E following the northern boundary of the right-of-way for Hannon Road a distance of 988.25 feet; thence N00°07'28"E following the western boundary of Tract 1 of Certificate of Survey No. 119, Amended a distance of 661.02 feet; thence N89°41'28"W following the southern boundary of Lot 2, Block 1 of the Western Sugar Cooperative Subdivision a distance of 988.19 feet back to the Point of Beginning. Including all adjacent rights of way of Riverside Road & Hannon Road.

MCA 7-2-4405 allows municipalities the authority to act on a Resolution of Intent creating a notice period and setting a public hearing for the annexation of the property. The attached Resolution of Intent sets the public hearing and consideration by City Council of the Resolution to Annex the property for March 24, 2025. A zone change is accompanying this annexation to ensure the property is zoned for an animal shelter and veterinary clinic. This zone change also will be heard at the March 24 Council Meeting.

### STAKEHOLDERS

The residents of Billings and the surrounding area would be positively impacted by a new animal shelter facility and clinic in this location as it is more centrally located and provides more room to provide for the shelter and a veterinary clinic and also buffer the facilities from the surrounding area and provide for future expansion. The decision of the City to both zone this City-owned property for this use, annex it into the City, and work with the Yellowstone Valley Animal Shelter and Rocky Vista University provides a great public/private partnership opportunity to serve the area.

### ALTERNATIVES

Section 7-2-44 of the Montana Code Annotated (MCA) provides the process for local governments to annex contiguous government properties. To comply with Section 7-2-4404 MCA, the City Council needs to adopt a Resolution of Intent to annex the property.

The Council may:

- Approve the Resolution of Intent to annex the contiguous property, creating a 20-day notice period and setting of the public hearing as provided in 7-2-4405 MCA, or;
- Disapprove the Resolution of Intent to annex the property and have it remain outside the City Limits. Not approving the annexation will not be in alignment with the Council's prior decisions to provide a new location for the Yellowstone Valley Animal Shelter and a veterinary clinic in conjunction with the Rocky Vista University Veterinary Program.

### FISCAL EFFECTS

This annexation shall have no financial impact on the Planning Division.

Memorandum of Intent to Annex  
Resolution of Intent to Annex



**City of Billings**

316 N 26<sup>th</sup> Street  
Billings, MT 59101

P.O. Box 1178  
Billings, MT 59103  
P 406.657.8433

February 11, 2025

**MEMORANDUM**

TO: Anna Vickers, Planning Division Manager  
Denise Bohlman, City Clerk

FROM: Chris Kukulski, City Administrator

A handwritten signature in blue ink that reads 'Chris A. Kukulski'.

SUBJECT: **ANNEXATION OF CITY OWNED PARK PARCELS**

In accordance with the requirements of Montana Code Annotated (MCA) 7-2-4403, this memo is a request to annex into the incorporated limits of the City of Billings, properties owned by the City of Billings east of Riverside Road and north of Hannon Road, commonly known as Wilson Park. The property tax ID and the legal description of the property which are the subject for this annexation request are as follows:

An unplatted parcel of land situated in the NW1/4 of the SE ¼ of Section 10, Township 01 South, Range 26 East, P.M.M., Yellowstone County Montana, more particularly described as follows:

Beginning at the center quarter corner of said Section 10, said point being the Point of Beginning; thence S00°00'39"W a distance of 660.40 feet; thence S89°39'19"E following the northern boundary of the right-of-way for Hannon Road a distance of 988.25 feet; thence N00°07'28"E following the western boundary of Tract 1 of Certificate of Survey No. 119 Amended a distance of 661.02 feet; thence N89°41'28"W following the southern boundary of Lot 2, Block 1 of the Western Sugar Cooperative Subdivision a distance of 988.19 feet back to the Point of Beginning. Including all adjacent rights of way of Riverside Road & Hannon Road.

Said annexation contains a net and gross area of 14.99 acres, more or less

Tax ID: D01735

Thank you for your assistance with this.

KP: mbd

cc: Mike Pigg, Parks and Recreation Director  
Wyeth Friday, PCSD Director

## **RESOLUTION NO. 25 -**

A RESOLUTION OF THE CITY OF BILLINGS  
TO CONSIDER ANNEXING TERRITORY  
UNDER TITLE 7, CHAPTER 2, PART 44 OF  
THE MONTANA CODE ANNOTATED, AND  
FIXING A DATE FOR A PUBLIC HEARING ON  
THE QUESTION OF ANNEXATION.

WHEREAS, the City Council of the City of Billings has determined that it is in the best interest of the City of Billings to annex the territory hereinafter described; and

WHEREAS, the City Council intends to consider annexing said territory pursuant to Title 7, Chapter 2, Part 44 of the Montana Code Annotated; and

WHEREAS, the boundaries of the territory that the City Council intends to consider annexing is particularly described as follows:

An unplatted parcel of land situated in the northwest one-quarter (NW ¼) of the southeast one-quarter (SE ¼) of Section 10, Township 01 south, Range 26 east, P.M.M., Yellowstone County Montana, more particularly described as follows:

Beginning at the center quarter corner of said Section 10, said point being the Point of Beginning; thence S00°00'39"W a distance of 660.40 feet; thence S89°39'19"E following the northern boundary of the right-of-way for Hannon Road a distance of 988.25 feet; thence N00°07'28"E following the western boundary of Tract 1 of Certificate of Survey No. 119 Amended a distance of 661.02 feet; thence N89°41'28"W following the southern boundary of Lot 2, Block 1 of the Western Sugar Cooperative Subdivision a distance of 988.19 feet back to the Point of Beginning. Including all adjacent rights of way of Riverside Road & Hannon Road.

Said annexation contains a net and gross area of 14.99 acres, more or less

(# 25-01) See Exhibit "A" Attached

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

1. The Billings City Council intends to consider annexation of the above-described property.
2. Notice of the City Council's intent to annex said territory shall be published as provided in M.C.A, Title 7, Chapter 2, Part 4405, with notice that for a period of 20 days after first publication of the notice, the Billings City Clerk will receive written comments approving or disapproving of the proposed extension of the boundaries of the City of Billings.
3. The City Clerk shall forward all written communication received by the Clerk to the City Council for consideration.
4. A public hearing for the question of annexation of said territory shall be held on March 24, 2025.
5. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 44, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 24th Day of February, 2025.

CITY OF BILLINGS:

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

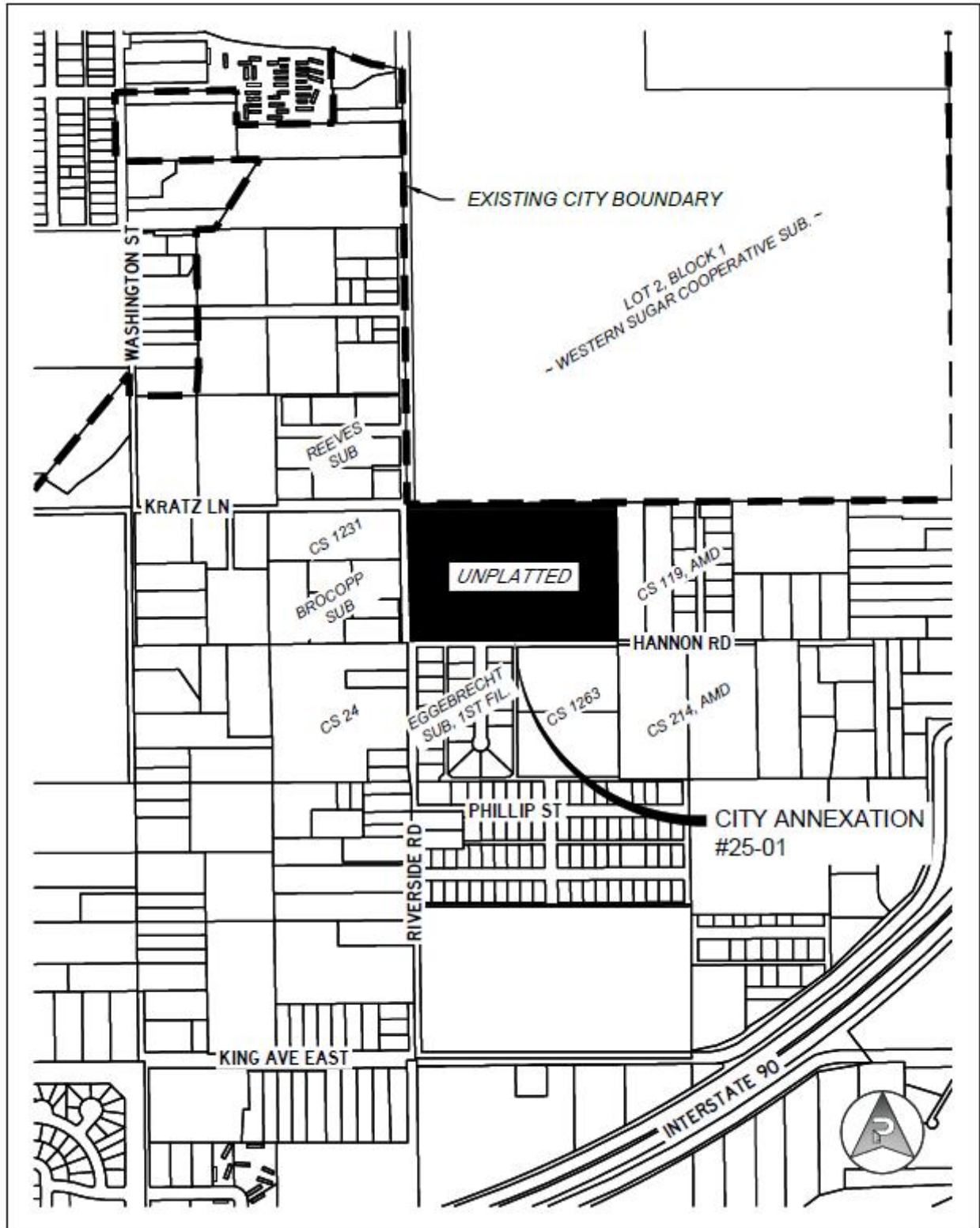
William A. Cole, Mayor

ATTEST:

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

Denise R. Bohlman, City Clerk  
(# 25-01)

# EXHIBIT "A"





**City Council Regular**

**Date:** 02/24/2025  
**Title:** Annual Resolution Authorizing the Filing and Acceptance of Transit Grant Funds and Related Documents  
**Presented by:** Rusty Logan  
**Department:** Transit  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends the City Council approve the Resolution authorizing the MET Transit Division to apply for, accept, and execute Federal and State transit related grants, execute annual required certifications and assurances when available, as well as execute any subsequently awarded grant agreements.

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

Each year, the MET Transit Division applies for various grants with the Federal Transit Administration (FTA) and/or the Transit Division of the State of Montana Department of Transportation (MDT). These grants may be available for planning, capital, training, innovation, or operating assistance. Funding is provided either directly to the City as a recipient of federal funds or as a pass-through funding mechanism managed by the State; these funds are typically received under Sections 49 USC 5303, 5307, 5310, 5311, and 5339, but may include other sections as funds become available. MET Transit receives annual formula grant funds for planning (5303), operating (5307), and capital (5310, 5339), which are apportioned via national funding formulas based upon area population and performance factors of the system. Should competitive grant funds become available, MET Transit staff will also determine if an application for available funds would be appropriate to support current and future transit needs. In general, grant funding for operating assistance requires a 50% local, 50% Federal match rate, while most capital projects and planning are funded at a 20% local, 80% Federal match rate. In order to apply for and accept grants with both FTA and MDT, it is necessary to include with the grant application a City Council approved Resolution formally authorizing the City of Billings' MET Transit Division to submit the applications, execute annual Federal Certifications and Assurances, and any other documentation required to secure the funding. This Resolution also authorizes the execution of any subsequent grant offers or agreements. The FFY24 Federal Certifications and Assurances have been attached as reference; once action is taken by Congress at the national level regarding full-year government funding, FFY25 Federal Certifications and Assurances will be available.

**ALTERNATIVES**

City Council may:

- Approve the Resolution for the MET Transit Division to apply for, accept, and execute grant agreements as well as annual Certifications and Assurances to support both operating, capital, and planning programs; or
- Not Approve the Resolution and direct staff on how to proceed without potentially compromising the receipt of Federal funding to support both ongoing transit operations and capital programs.

**FISCAL EFFECTS**

Typically, MET Transit is eligible to apply for and expend the following estimated formula amounts:

\$320,000 of 5303 planning funds, requiring \$80,000 of local matching funds; projects are managed by Billings MET Transit and reimbursed by the MDT. These projects/expenditures are programmed in the Unified Planning and Work Program with the MPO in conjunction with surface transportation planning projects.

\$2,500,000 of 5307 operating funds, requiring \$2,500,000 of local matching funds; projects are programmed and managed by Billings MET Transit and programmed annually into the Transportation Improvement Plan with reimbursement direct from FTA.

\$90,000 of 5310 capital funds with \$22,500 required for local match, for paratransit vehicles, ADA bus stop upgrades, and other applicable projects within the Billings Urban Area; projects are recommended and adopted in the required Human Services Transportation Coordination Plan, are managed by Billings MET Transit and reimbursed via MDT. All projects are programmed annually into the Transportation Improvement Plan.

\$735,000 of 5339A capital funds for replacement of buses and facility projects, requiring \$183,750 of local matching funds; projects are managed by Billings MET Transit and reimbursed direct from FTA. MET may also apply for

competitive capital funds of varying amounts funded at the same capital ratio of 80% Federal, 20% Local through available State and Federal programs, including the Bus and Bus Facilities program (5339B) and the Low/No Emissions Vehicles program (5339C). Without these grant funds, the City of Billings' ability to operate a transit system would be significantly reduced. All projects are programmed annually into the Transportation Improvement Plan.

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### **Attachments**

Resolution  
FFY24 Certs and Assurances

## **RESOLUTION 25-**

### **A RESOLUTION AUTHORIZING THE FILING OF ALL APPLICATIONS FOR AND ACCEPTANCE OF AWARD OF FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING AGENCY OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION PLANNING, CAPITAL, TRAINING, INNOVATION AND/OR OPERATING ASSISTANCE**

WHEREAS, the City of Billings has the power to enter into agreements with the Federal Transit Administration and the State of Montana; and

WHEREAS, the Federal Transportation Administration and the State of Montana, Department of Transportation, have been delegated authority to award Federal financial assistance for transportation and transit projects; and

WHEREAS, all contracts for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs; and

WHEREAS, the applicant has or will provide all annual Certifications and Assurances to the Federal Transit Administration, as well as other documents required for the project.

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

1. That the City of Billings MET Transit Division is authorized to execute and file all applications on behalf of the City of Billings with the U.S. Department of Transportation, Federal Transit Administration, and the State of Montana, Department of Transportation, to aid in the financing of all planning, capital, training, innovation, and/or operating assistance projects authorized by 49 U.S.C. Chapter 53, Title 23 or other Federal or State statutes authorizing a project administered by the Federal Transit Administration and/or the Montana Department of Transportation.
2. That the City of Billings MET Transit Division is authorized to execute and file with such applications the annual Certifications and Assurances, and any other documents required by the U.S. Department of Transportation, Federal Transit Administration, fulfilling the purpose of the proposed projects, including local share.
3. That the City of Billings MET Transit Division is authorized to execute grant and cooperative agreements with the U.S. Department of Transportation, Federal Transit Administration, and the State of Montana, Department of Transportation.

4. That the MET Transit Division is designated to furnish such additional information as may be required in connection with all applications and grant awards.

ADPOTED AND APPROVED by the City Council of the City of Billings, Montana,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF BILLINGS

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

ATTEST:

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

*Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.*

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
  - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
  - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
    - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
    - (3) Using forced labor in the performance of the award or subawards under the award.

## 1.2. Standard Assurances: Additional Assurances for Construction Projects.

*This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.



**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

**1.4. Suspension and Debarment.**

*Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

*This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).*

*This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.*

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*

*Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### **CATEGORY 4. LOBBYING.**

*If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.*

##### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

*If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

#### **5.1. Charter Service Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

**5.2. School Bus Agreement.**

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.*

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

**CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

*If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 CFR Part 625.

## **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

### **7.1. Rolling Stock Buy America Reviews.**

*If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

### **7.2. Bus Testing.**

*If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

## **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

*If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).



### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

### **CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

*If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).*

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

*If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).*

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

**CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

**CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

*If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

*If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

*If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

*If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

## **CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

*If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.*

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

## **CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
  - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

#### **CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

*An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.*

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA  
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: \_\_\_\_\_

The Applicant certifies to the applicable provisions of all categories: (*check here*) \_\_\_\_\_.

*Or,*

The Applicant certifies to the applicable provisions of the categories it has selected:

| <b>Category</b>                                                                                                                  | <b>Certification</b> |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 01    Certifications and Assurances Required of Every Applicant                                                                  | _____                |
| 02    Public Transportation Agency Safety Plans                                                                                  | _____                |
| 03    Tax Liability and Felony Convictions                                                                                       | _____                |
| 04    Lobbying                                                                                                                   | _____                |
| 05    Private Sector Protections                                                                                                 | _____                |
| 06    Transit Asset Management Plan                                                                                              | _____                |
| 07    Rolling Stock Buy America Reviews and Bus Testing                                                                          | _____                |
| 08    Urbanized Area Formula Grants Program                                                                                      | _____                |
| 09    Formula Grants for Rural Areas                                                                                             | _____                |
| 10    Fixed Guideway Capital Investment Grants and the Expedited<br>Project Delivery for Capital Investment Grants Pilot Program | _____                |
| 11    Grants for Buses and Bus Facilities and Low or No Emission<br>Vehicle Deployment Grant Programs                            | _____                |



- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

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

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

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

Name \_\_\_\_\_ Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

**City Council Regular**

**Date:** 02/24/2025  
**Title:** Payment of Claims for week of January 21st, 2025  
**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 \$1,965,720.45 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 01212025

| Check Date | Check # | Name                      | Fund Name     | Amount       | Item Desc                                           |
|------------|---------|---------------------------|---------------|--------------|-----------------------------------------------------|
| 01/21/2025 | 877295  | Advanced Employment       | P.W. Admin    | \$ 2,195.20  | Temps for Administrative Office; wk ending 12/22/24 |
| 01/21/2025 | 877295  | Advanced Employment       | Public Safety | \$ 105.00    | 1360096754, cleaning PD3                            |
| 01/21/2025 | 877295  | Advanced Employment       | Public Safety | \$ 105.00    | 1360096831                                          |
| 01/21/2025 | 877295  | Advanced Employment       | Public Safety | \$ 105.00    | 1360096907, cleaning PD3                            |
| 01/21/2025 | 877295  | Advanced Employment       | Public Safety | \$ 105.00    | 1360096982, cleaning PD3                            |
| 01/21/2025 | 877296  | Advanced Pump & Equipment | Wastewater    | \$ 8,812.91  | spare grit pump or SRP                              |
| 01/21/2025 | 877301  | Arm Scor Cartridge        | Public Safety | \$ 32,131.67 | 18745, 9mm, 223, 38 spl, 357 mag, 45 ACP            |
| 01/21/2025 | 877303  | AT & T Corp               | Airport       | \$ 829.86    | Airport -                                           |
| 01/21/2025 | 877303  | AT & T Corp               | Building      | \$ 603.94    | Building Cell Phones                                |
| 01/21/2025 | 877303  | AT & T Corp               | Building      | \$ 45.26     | Building Manager                                    |
| 01/21/2025 | 877303  | AT & T Corp               | Building      | \$ 415.54    | Building Surfaces                                   |
| 01/21/2025 | 877303  | AT & T Corp               | CDBG          | \$ 145.90    | Comm Dev                                            |
| 01/21/2025 | 877303  | AT & T Corp               | Court Grants  | \$ 90.52     | Muni Court DC                                       |
| 01/21/2025 | 877303  | AT & T Corp               | Engineering   | \$ 253.85    | Engineering Cell Phones and MiFi                    |
| 01/21/2025 | 877303  | AT & T Corp               | Engineering   | \$ 225.59    | Engineering Tablets                                 |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 45.26     | Facilities BOC                                      |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 31.68     | Facilities BOC                                      |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 13.58     | Facilities BOC                                      |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 45.26     | Facilities BOC                                      |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 86.52     | Facilities BOC/CH                                   |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 28.84     | Facilities BOC/CH                                   |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 45.26     | Facilities City Hall                                |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 45.26     | Facilities City Hall                                |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 45.26     | Facilities City Hall                                |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 45.26     | Facilities City Hall                                |
| 01/21/2025 | 877303  | AT & T Corp               | Facilities    | \$ 90.52     | Facilities Managers                                 |
| 01/21/2025 | 877303  | AT & T Corp               | Fleet         | \$ 91.61     | FLEET                                               |
| 01/21/2025 | 877303  | AT & T Corp               | General       | \$ 417.28    | Code Enforcement                                    |
| 01/21/2025 | 877303  | AT & T Corp               | General       | \$ 45.26     | Purchasing agent                                    |
| 01/21/2025 | 877303  | AT & T Corp               | General       | \$ 45.26     | Human Resources                                     |
| 01/21/2025 | 877303  | AT & T Corp               | General       | \$ 316.76    | Legal Dept -Domestic Violence -                     |
| 01/21/2025 | 877303  | AT & T Corp               | General       | \$ -         | Legal                                               |
| 01/21/2025 | 877303  | AT & T Corp               | IT Resources  | \$ 120.00    | IT Department -On call Phone -                      |
| 01/21/2025 | 877303  | AT & T Corp               | Library       | \$ 468.67    | Library                                             |

|            |        |             |               |    |          |                             |
|------------|--------|-------------|---------------|----|----------|-----------------------------|
| 01/21/2025 | 877303 | AT & T Corp | Library       | \$ | 1.48     | Library                     |
| 01/21/2025 | 877303 | AT & T Corp | Library       | \$ | (0.96)   | Library                     |
| 01/21/2025 | 877303 | AT & T Corp | Library       | \$ | 107.49   | Library Out Reach           |
| 01/21/2025 | 877303 | AT & T Corp | P.W. Admin    | \$ | 32.18    | PWBLKNP OFFICE -50/50       |
| 01/21/2025 | 877303 | AT & T Corp | P.W. Admin    | \$ | 32.18    | PWBLKNP OFFICE -50/50       |
| 01/21/2025 | 877303 | AT & T Corp | Park Dist 1   | \$ | 574.48   | Parks Dept.                 |
| 01/21/2025 | 877303 | AT & T Corp | Park Dist 1   | \$ | -        | Parks Seasonal              |
| 01/21/2025 | 877303 | AT & T Corp | Park Dist 1   | \$ | 222.43   | PRPL - Recreation Division  |
| 01/21/2025 | 877303 | AT & T Corp | Park Dist 1   | \$ | 487.26   | PRPL Parks Tablets          |
| 01/21/2025 | 877303 | AT & T Corp | Park Dist 1   | \$ | 23.72    | REC Phone                   |
| 01/21/2025 | 877303 | AT & T Corp | Park Dist 1   | \$ | 88.35    | REC Seasonal                |
| 01/21/2025 | 877303 | AT & T Corp | Parking       | \$ | 407.34   | Parking Phones and scanner  |
| 01/21/2025 | 877303 | AT & T Corp | Parking       | \$ | 410.90   | Parking Phones and scanner  |
| 01/21/2025 | 877303 | AT & T Corp | PD Program    | \$ | 160.56   | CCSIU Toughbook             |
| 01/21/2025 | 877303 | AT & T Corp | PD Program    | \$ | 45.59    | POLICE -DOM. VIOLENCE       |
| 01/21/2025 | 877303 | AT & T Corp | Phone System  | \$ | 65.02    | IT iPads                    |
| 01/21/2025 | 877303 | AT & T Corp | Phone System  | \$ | 49.99    | TeleComm Manager            |
| 01/21/2025 | 877303 | AT & T Corp | Planning      | \$ | 67.99    | PLANNING                    |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 273.21   | Animal Control Cell Phones  |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 299.72   | Animal Control -MDT         |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 120.42   | Assistant chiefs new iPads  |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 334.49   | Comm. Center 9-1-1          |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 40.14    | Detective -Toughbook        |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 444.13   | FIRE CRADLEPOINT AND DRONES |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 127.47   | FIRE CRADLEPOINT AND DRONES |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 1,352.47 | Fire Department Cell Phones |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 324.90   | FIRE EMS                    |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 181.04   | Fire EMS Cell Phone         |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 198.72   | FIRE INSPECTIONS            |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 269.46   | Fire iPads                  |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 40.14    | Fire iPads                  |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 222.06   | Fire iPads                  |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 802.80   | Fire Station iPads          |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety | \$ | 500.43   | MDT Fire                    |

|            |        |             |                |    |          |                                        |
|------------|--------|-------------|----------------|----|----------|----------------------------------------|
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 83.39    | POLICE CRADLEPOINT                     |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 143.91   | POLICE CSO                             |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 3,658.29 | Police Department Cell Phone           |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 50.31    | Police -Drone                          |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 40.14    | POLICE -ICAC                           |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 5,257.48 | Police MDT Toughbooks and Loaner MDT's |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 200.70   | Police MDT Toughbooks and Loaner MDT's |
| 01/21/2025 | 877303 | AT & T Corp | Public Safety  | \$ | 287.20   | Yellowstone County Cellular Charges    |
| 01/21/2025 | 877303 | AT & T Corp | Solid Waste    | \$ | 29.83    | Solid Waste                            |
| 01/21/2025 | 877303 | AT & T Corp | Solid Waste    | \$ | 287.65   | SOLID WASTE Cell and iPads             |
| 01/21/2025 | 877303 | AT & T Corp | Solid Waste    | \$ | 139.36   | SOLID WASTE Cell and iPads             |
| 01/21/2025 | 877303 | AT & T Corp | Solid Waste    | \$ | 1,424.35 | SOLID WASTE Cell and iPads             |
| 01/21/2025 | 877303 | AT & T Corp | Street/Traffic | \$ | 55.35    | School Flashers                        |
| 01/21/2025 | 877303 | AT & T Corp | Street/Traffic | \$ | 614.66   | Street Traffic iPads                   |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 50.32    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 50.32    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 22.63    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 50.32    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 20.12    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 50.32    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 7.38     | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 45.26    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 30.19    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 29.55    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 22.63    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 50.32    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 50.32    | Met transit                            |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 339.59   | MET Transit Tablets                    |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 645.35   | MET Transit Tablets                    |
| 01/21/2025 | 877303 | AT & T Corp | Transit        | \$ | 31.61    | MET Transit Tablets                    |
| 01/21/2025 | 877303 | AT & T Corp | Wastewater     | \$ | 181.04   | PW Environmental                       |
| 01/21/2025 | 877303 | AT & T Corp | Wastewater     | \$ | 309.29   | PWBELKNAP-DIST COLL CELL PHONES 50/50  |
| 01/21/2025 | 877303 | AT & T Corp | Wastewater     | \$ | 478.89   | PWBLKNP Electricians -Phones           |
| 01/21/2025 | 877303 | AT & T Corp | Wastewater     | \$ | 27.87    | PWBLKNP STORES -75/25                  |

|            |        |                               |               |    |           |                                                        |
|------------|--------|-------------------------------|---------------|----|-----------|--------------------------------------------------------|
| 01/21/2025 | 877303 | AT & T Corp                   | Wastewater    | \$ | 1,007.76  | PWBLNP-WWTRMNT1 WWTP and iPads                         |
| 01/21/2025 | 877303 | AT & T Corp                   | Wastewater    | \$ | 104.52    | PWBLNP-WWTRMNT1 WWTP and iPads                         |
| 01/21/2025 | 877303 | AT & T Corp                   | Wastewater    | \$ | 350.66    | PW-Distribution Collection Tablets 50/50               |
| 01/21/2025 | 877303 | AT & T Corp                   | Wastewater    | \$ | 20.07     | PW-Distribution Collection Tablets 50/50               |
| 01/21/2025 | 877303 | AT & T Corp                   | Wastewater    | \$ | 80.28     | PW-Environmental                                       |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 309.29    | PWBELKNAP-DIST COLL CELL PHONES 50/50                  |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 946.62    | PWBELKNAP-WT Water Treatment                           |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 29.21     | PWBELKNAP-WT Water Treatment                           |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 469.53    | PWBLKNP COMM-METER CityWorks/Neptune                   |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 412.73    | PWBLKNP MTRSHOP CELL PHONE AND IPADS                   |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 288.40    | PWBLKNP MTRSHOP CELL PHONE AND IPADS                   |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 83.61     | PWBLKNP STORES -75/25                                  |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 350.66    | PW-Distribution Collection Tablets 50/50               |
| 01/21/2025 | 877303 | AT & T Corp                   | Water         | \$ | 20.07     | PW-Distribution Collection Tablets 50/50               |
| 01/21/2025 | 877305 | Beartooth Resource Cons & Dev | General       | \$ | 13,455.66 | Memorandum Understanding&Membership Dues               |
| 01/21/2025 | 877310 | Billings Clinic               | PD Program    | \$ | 5,200.00  | Strangulation invoices. Aug - Sep, 2024. DVI Grant     |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | 2024-104, 24-065111                                    |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | 2024-112, 24-67971                                     |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 3,690.00  | MEDICAL DIRECTOR 10/01/2024-01/02/2025                 |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | SANE 2024073, 24-42576                                 |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | SANE 2024093, 24-56011                                 |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | SANE 2024-098, 24-59884                                |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | SANE 2024-110, 24-12195                                |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | SANE 2024-115, 24-70474                                |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 630.00    | SANE 2024-120, 24-74610                                |
| 01/21/2025 | 877310 | Billings Clinic               | Public Safety | \$ | 470.00    | Strangulation invoice - General Fund.                  |
| 01/21/2025 | 877311 | Billings Construction Supply  | Park Dist 1   | \$ | 134.67    | TOILET RENTAL AT CENTENNIAL - 15626                    |
| 01/21/2025 | 877311 | Billings Construction Supply  | Park Dist 1   | \$ | 138.96    | TOILET RENTAL AT CENTENNIAL - 16020                    |
| 01/21/2025 | 877311 | Billings Construction Supply  | Park Dist 1   | \$ | 172.17    | TOILET RENTAL AT MARY STREET - 5999                    |
| 01/21/2025 | 877311 | Billings Construction Supply  | Park Dist 1   | \$ | 166.80    | toilet rental for Kiwanis bike trial - 15601           |
| 01/21/2025 | 877311 | Billings Construction Supply  | Public Safety | \$ | 134.17    | C458 GENERIC TOILET 12/1/24 - 12/31/24                 |
| 01/21/2025 | 877311 | Billings Construction Supply  | Public Safety | \$ | 227.17    | Generic Toilet 11/1/24-11/30/24                        |
| 01/21/2025 | 877311 | Billings Construction Supply  | Solid Waste   | \$ | 132.53    | Landfill Toilet Rental Site: S236. 11/1/24 - 11/30/24. |
| 01/21/2025 | 877311 | Billings Construction Supply  | Solid Waste   | \$ | 136.74    | Landfill Toilet Rental Site: S236. 12/1/24 - 12/31/24. |

|            |        |                                |                 |    |            |                                                        |
|------------|--------|--------------------------------|-----------------|----|------------|--------------------------------------------------------|
| 01/21/2025 | 877311 | Billings Construction Supply   | Solid Waste     | \$ | 251.16     | Landfill Toilet Rental Site: S479. 11/1/24 - 11/30/24. |
| 01/21/2025 | 877311 | Billings Construction Supply   | Solid Waste     | \$ | 259.49     | Landfill Toilet Rental Site: S479. 12/1/24 - 12/31/24. |
| 01/21/2025 | 877311 | Billings Construction Supply   | Street/Traffic  | \$ | 125.53     | inv#I15579final rental of airport toilet               |
| 01/21/2025 | 877311 | Billings Construction Supply   | Wastewater      | \$ | 127.67     | BLGS Rod & Gun Club Toilet Rental                      |
| 01/21/2025 | 877311 | Billings Construction Supply   | Wastewater      | \$ | 131.96     | Rod & Gun Club: Dec toilet at Rehberg Ranch lagoon     |
| 01/21/2025 | 877311 | Billings Construction Supply   | Water           | \$ | 35.14      | 18" CONES - 6FGZ1 (6FGZ1) P/N: 111-305-00230           |
| 01/21/2025 | 877311 | Billings Construction Supply   | Water           | \$ | 248.24     | BLUE MARKING PAINT P/N: 111-090-00140                  |
| 01/21/2025 | 877311 | Billings Construction Supply   | Water           | \$ | 709.00     | traffic Control for Water Repair...Centr               |
| 01/21/2025 | 877316 | Billings Tourism               | Tourism BID #2  | \$ | 186,070.00 | BID Assessments; Pd Dec Distributed Jan, 2025          |
| 01/21/2025 | ACH    | Burns & McDonnell Engineering  | Water           | \$ | 75,743.69  | WO1942 West End WTP project                            |
| 01/21/2025 | 877333 | CORNING COMPANIES              | Water           | \$ | 11,817.07  | Corning Companies...Acct # 30638317...Refund           |
| 01/21/2025 | 877334 | CORNING COMPANIES              | Water           | \$ | 3,368.43   | Corning Companies...Acct # 3075176..Refund             |
| 01/21/2025 | 877336 | CORNING COMPANIES              | Water           | \$ | 3,210.19   | Corning Companies...Acct # 3086804...Refund            |
| 01/21/2025 | 877338 | CORNING COMPANIES              | Water           | \$ | 5,698.89   | Corning Companies...Acct # 3098720...Refund            |
| 01/21/2025 | 877339 | CORNING COMPANIES DEDUCT       | Water           | \$ | 4,014.97   | Corning Companies...Acct # 3060112...Refund            |
| 01/21/2025 | 877343 | Cummins Inc - Rocky Mountain   | Transit         | \$ | 1,247.25   | 38-250114142_Unit#1834_EGR Cooler                      |
| 01/21/2025 | 877343 | Cummins Inc - Rocky Mountain   | Transit         | \$ | 349.00     | 38-250114196_Clean DPF & DOC                           |
| 01/21/2025 | 877343 | Cummins Inc - Rocky Mountain   | Transit         | \$ | 199.00     | 38-250114196_Clean DPF & DOC                           |
| 01/21/2025 | 877343 | Cummins Inc - Rocky Mountain   | Water           | \$ | 11,858.64  | WTP 2MW Generator repairs/services                     |
| 01/21/2025 | 877345 | Dakota Supply Group            | Wastewater      | \$ | 1,124.66   | nonpotable valve for boiler room                       |
| 01/21/2025 | 877345 | Dakota Supply Group            | Water           | \$ | 21,837.00  | 580ft RJ pipe                                          |
| 01/21/2025 | 877346 | Data Imaging System            | Building        | \$ | 21,965.67  | Scanning of Building documents                         |
| 01/21/2025 | 877348 | Department Of Natural Resource | Park Dist 1     | \$ | 6,442.57   | riverfront park lease - invoice SULS25000798           |
| 01/21/2025 | 877349 | Dept Of Natural Resources      | Airport         | \$ | 16,236.46  | State Land Lease 3/1/25 - 2/28/26                      |
| 01/21/2025 | 877349 | Dept Of Natural Resources      | Water           | \$ | 150.00     | Yellowstone River Bed                                  |
| 01/21/2025 | 877351 | DOWL                           | Planning        | \$ | 8,745.00   | Hghts Nghbrhd Plan- Svcs from 11/24/24-12/28/24        |
| 01/21/2025 | 877351 | DOWL                           | St Maint Dist   | \$ | 1,455.57   | WO 23-11 Downtown 2-Way Street Conversion              |
| 01/21/2025 | 877351 | DOWL                           | Storm Sewer     | \$ | 907.50     | WO 20-24 West End Storm System Improvements            |
| 01/21/2025 | 877351 | DOWL                           | Storm Sewer     | \$ | 6,057.50   | WO 24-26 Stormwater Master Plan                        |
| 01/21/2025 | 877351 | DOWL                           | Tax Incrmnt N27 | \$ | 11,776.93  | WO 23-11 Downtown 2-Way Street Conversion              |
| 01/21/2025 | 877352 | Downtown Billings BID          | Downtown BID    | \$ | 35,402.49  | BID Assessments: Pd Dec; Distributed Jan '25           |
| 01/21/2025 | 877352 | Downtown Billings BID          | Parks Maint     | \$ | 2,500.00   | BID Jan25-PMD Oct24-Dec24                              |
| 01/21/2025 | 877352 | Downtown Billings BID          | Parks Maint     | \$ | 2,500.00   | BID Jan25-PMD Oct24-Dec24                              |
| 01/21/2025 | 877353 | EBMS                           | City Ins Fund   | \$ | 775.00     | February 1, 2025                                       |



|            |        |                                 |                  |               |                                                    |
|------------|--------|---------------------------------|------------------|---------------|----------------------------------------------------|
| 01/21/2025 | 877353 | EBMS                            | City Ins Fund    | \$ 40,845.77  | February 1, 2025                                   |
| 01/21/2025 | 877353 | EBMS                            | City Ins Fund    | \$ 78,240.72  | February 1, 2025                                   |
| 01/21/2025 | 877353 | EBMS                            | City Ins Fund    | \$ 1,281.00   | February 1, 2025                                   |
| 01/21/2025 | 877353 | EBMS                            | City Ins Fund    | \$ 6,664.92   | February 1, 2025                                   |
| 01/21/2025 | 877353 | EBMS                            | Payroll Clearing | \$ 13,876.78  | February 1, 2025                                   |
| 01/21/2025 | 877355 | Empire Garage Owner's           | Parking          | \$ 7,555.69   | EGOA ASSESSMENT JAN 25                             |
| 01/21/2025 | 877360 | Executive Cleaning Co           | Library          | \$ 1,620.00   | 79554                                              |
| 01/21/2025 | 877360 | Executive Cleaning Co           | Library          | \$ 1,240.00   | 79573                                              |
| 01/21/2025 | 877360 | Executive Cleaning Co           | Library          | \$ 594.00     | 79642                                              |
| 01/21/2025 | 877361 | Facts On File                   | Library          | \$ 5,432.21   | American Indian History, Science Online renewal    |
| 01/21/2025 | 877364 | Flying S Title and Escrow of MT | CDBG             | \$ 10,000.00  | FTHB Loan 29 Nimitz Drive, Billings, MT 59101      |
| 01/21/2025 | 877367 | Gallagher Benefit Services      | City Ins Fund    | \$ 34,250.00  | Ongoing Health & Welfare Consulting Services       |
| 01/21/2025 | 877371 | Go Play Golf                    | Storm Sewer      | \$ 50,862.76  | Stormwater Improvements & Maintenance Agrmnt       |
| 01/21/2025 | 877372 | Governmentjobs.com              | Public Safety    | \$ 4,625.00   | Vetted setup and subscription through NEOGov       |
| 01/21/2025 | ACH    | HDR, Inc.                       | Engineering      | \$ 373.99     | WO 20-33 Public Works GIS Services, pmt 59         |
| 01/21/2025 | ACH    | HDR, Inc.                       | Light Maint      | \$ 96.80      | WO 20-33 Public Works GIS Services, pmt 59         |
| 01/21/2025 | ACH    | HDR, Inc.                       | P.W. Admin       | \$ 1,068.07   | WO 20-33 Public Works GIS Services, pmt 59         |
| 01/21/2025 | ACH    | HDR, Inc.                       | Solid Waste      | \$ 435.59     | WO 20-33 Public Works GIS Services, pmt 59         |
| 01/21/2025 | ACH    | HDR, Inc.                       | Storm Sewer      | \$ 1,190.17   | WO 20-33 Public Works GIS Services, pmt 59         |
| 01/21/2025 | ACH    | HDR, Inc.                       | Street/Traffic   | \$ 1,466.27   | WO 20-33 Public Works GIS Services, pmt 59         |
| 01/21/2025 | ACH    | HDR, Inc.                       | Wastewater       | \$ 1,601.56   | WO 20-33 Public Works GIS Services, pmt 59         |
| 01/21/2025 | ACH    | HDR, Inc.                       | Wastewater       | \$ 2,506.59   | WO 2044 WRF Nutrient Recovery Improvements Proj    |
| 01/21/2025 | ACH    | HDR, Inc.                       | Water            | \$ 119,815.73 | WO 19-12 West End Reservoir                        |
| 01/21/2025 | ACH    | HDR, Inc.                       | Water            | \$ 4,767.29   | WO 20-33 Public Works GIS Services                 |
| 01/21/2025 | 877378 | High Point Networks             | Airport          | \$ 2,034.00   | Invoice #264058. Monthly WIFI Management Fees      |
| 01/21/2025 | 877378 | High Point Networks             | IT Resources     | \$ 5,600.00   | EX4100-F-24P Switches -New City Hall 2nd/4th floor |
| 01/21/2025 | 877378 | High Point Networks             | Library          | \$ 294.00     | 264029 Firewall monthly service                    |
| 01/21/2025 | 877383 | InfoSend Inc                    | P.W. Admin       | \$ 6,540.52   | Invoice services for 11/30/2024-12/30/20           |
| 01/21/2025 | 877383 | InfoSend Inc                    | P.W. Admin       | \$ 19,984.16  | Invoice services for 11/30/2024-12/30/20           |
| 01/21/2025 | 877384 | Ingram Library Services         | Library          | \$ 0.40       | 85238757                                           |
| 01/21/2025 | 877384 | Ingram Library Services         | Library          | \$ 16.19      | 85238757                                           |
| 01/21/2025 | 877384 | Ingram Library Services         | Library          | \$ 17.10      | 85238757                                           |
| 01/21/2025 | 877384 | Ingram Library Services         | Library          | \$ 1.13       | 85238758                                           |
| 01/21/2025 | 877384 | Ingram Library Services         | Library          | \$ 21.97      | 85238758                                           |

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|------------|--------|-------------------------|---------|----|----------|----------|
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 40.90    | 85238758 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 27.49    | 85238758 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 11.20    | 85238758 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.79     | 85238759 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 45.59    | 85238759 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 39.28    | 85238759 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.68     | 85238760 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 44.04    | 85238760 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.02     | 85340623 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 16.79    | 85340623 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 11.20    | 85340623 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.01     | 85340624 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 10.79    | 85340624 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.46     | 85340625 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 93.48    | 85340625 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 44.93    | 85340625 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 187.90   | 85340625 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 625.71   | 85340625 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.90     | 85340626 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 158.06   | 85340626 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 509.16   | 85340626 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 38.27    | 85340626 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 537.60   | 85340626 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 1.57     | 85340627 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 136.30   | 85340627 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 1,467.91 | 85340627 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 9.59     | 85340627 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 170.37   | 85340627 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 220.05   | 85340627 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 72.58    | 85340628 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 11.39    | 85340629 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.19     | 85450699 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 16.52    | 85450699 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.10     | 85450700 |

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|------------|--------|-------------------------|---------|----|--------|----------|
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 11.99  | 85450700 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 1.11   | 85450701 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 39.50  | 85450701 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 25.07  | 85450701 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 1.60   | 85450702 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 38.34  | 85450702 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 85.14  | 85450702 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.27   | 85540493 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 14.39  | 85540493 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 15.92  | 85540493 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.05   | 85540494 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 49.99  | 85540494 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.44   | 85540495 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 51.35  | 85540495 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 26.94  | 85540495 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.71   | 85540496 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 11.79  | 85540496 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 16.88  | 85540496 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 48.36  | 85540496 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 1.27   | 85540497 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 10.19  | 85540497 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 96.33  | 85540497 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 27.28  | 85540497 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 16.73  | 85540497 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 11.20  | 85540497 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.13   | 85540498 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 22.50  | 85540498 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 19.55  | 85540499 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.05   | 85540500 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 10.79  | 85540500 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 50.95  | 85540501 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 62.89  | 85540501 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 160.25 | 85540501 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 76.93  | 85540502 |

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|------------|--------|-------------------------|---------|----|--------|----------|
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 35.30  | 85540502 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 95.57  | 85540502 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 68.75  | 85540503 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 73.49  | 85540503 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 5.11   | 85540503 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.04   | 85578049 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 20.66  | 85578049 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.03   | 85578050 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 17.11  | 85578050 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.08   | 85578051 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 17.70  | 85578051 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 27.44  | 85578051 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.21   | 85578052 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 19.46  | 85578052 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 59.10  | 85578052 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 2.64   | 85578053 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 777.49 | 85578053 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 433.74 | 85578053 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 15.34  | 85578053 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 6.49   | 85578053 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 3.00   | 85638733 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 45.61  | 85638733 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 94.30  | 85638733 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 143.32 | 85674039 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 134.59 | 85674039 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 23.39  | 85674039 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.11   | 85690992 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 11.79  | 85690992 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.07   | 85690993 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 16.52  | 85690993 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 1.74   | 85690994 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 274.91 | 85690994 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 17.11  | 85690994 |
| 01/21/2025 | 877384 | Ingram Library Services | Library | \$ | 0.21   | 85690995 |

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|------------|--------|-------------------------|----------------|----|-------------|------------------------------------------------------|
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 11.80       | 85690995                                             |
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 17.67       | 85690995                                             |
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 0.26        | 85690996                                             |
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 11.40       | 85690996                                             |
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 27.91       | 85690996                                             |
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 11.20       | 85690996                                             |
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 0.61        | 85690997                                             |
| 01/21/2025 | 877384 | Ingram Library Services | Library        | \$ | 99.87       | 85690997                                             |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 126.96      | C251387113.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 618.35      | C251387113.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 371.57      | C251387263.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 172.50      | C251387275.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 347.19      | C251387275.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | (172.50)    | C251387426.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 11.42       | C251387430.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 78.96       | C251387430.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 34.47       | C251387458.01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Fleet          | \$ | 570.12      | C251387925:01                                        |
| 01/21/2025 | 877382 | I-State Truck           | Street/Traffic | \$ | 138.90      | inv#C251387725-01headlights for unit 1158            |
| 01/21/2025 | 877382 | I-State Truck           | Transit        | \$ | 120.16      | C251387671-01_R-12DC Brake Valve                     |
| 01/21/2025 | 877382 | I-State Truck           | Transit        | \$ | 120.16      | C251387671-01_Unit#1830_R-12DC Brake Valve           |
| 01/21/2025 | 877382 | I-State Truck           | Wastewater     | \$ | 22.58       | 7 DHOOK FOR VEHICLE 7917                             |
| 01/21/2025 | 877382 | I-State Truck           | Wastewater     | \$ | 8.59        | OIL CAP FOR VEHICLE 7486                             |
| 01/21/2025 | 877382 | I-State Truck           | Wastewater     | \$ | 44.50       | SEAT COVER FOR VEHICLE 7486                          |
| 01/21/2025 | 877382 | I-State Truck           | Water          | \$ | 22.58       | 7 DHOOK FOR VEHICLE 7917                             |
| 01/21/2025 | 877382 | I-State Truck           | Water          | \$ | 8.59        | OIL CAP FOR VEHICLE 7486                             |
| 01/21/2025 | 877382 | I-State Truck           | Water          | \$ | 44.51       | SEAT COVER FOR VEHICLE 7486                          |
| 01/21/2025 | 877387 | J & M Tire              | Wastewater     | \$ | 951.47      | GOODYEAR TIRES FOR VEHICLE 7997                      |
| 01/21/2025 | 877387 | J & M Tire              | Wastewater     | \$ | 584.00      | TOYO TIRES FOR VEHICLE 7143                          |
| 01/21/2025 | 877387 | J & M Tire              | Water          | \$ | 951.47      | GOODYEAR TIRES FOR VEHICLE 7997                      |
| 01/21/2025 | 877387 | J & M Tire              | Water          | \$ | 584.00      | TOYO TIRES FOR VEHICLE 7143                          |
| 01/21/2025 | 877388 | Jarden Investments      | Tax Incrmnt E  | \$ | 137,086.47  | \$137,086.47 in TIF from EBURD 320 North 17th Street |
| 01/21/2025 | ACH    | Joe Johnson Equipment   | Street/Traffic | \$ | (25,000.00) | unit 1250; 0226 will be traded                       |
| 01/21/2025 | ACH    | Joe Johnson Equipment   | Street/Traffic | \$ | 326,709.00  | sweepers per attached                                |

|            |        |                                     |                |    |           |                                                         |
|------------|--------|-------------------------------------|----------------|----|-----------|---------------------------------------------------------|
| 01/21/2025 | 877391 | Junkermier,Clark,Campanella,Stevens | General        | \$ | 40,000.00 | FY 24 Audit Services; Progress Billing                  |
| 01/21/2025 | 877393 | KB Commercial Products              | Facilities     | \$ | 333.15    | Janitorial supplies for Stillwater Building             |
| 01/21/2025 | 877393 | KB Commercial Products              | Facilities     | \$ | (15.93)   | Inv. #500452 Black liner rolls                          |
| 01/21/2025 | 877393 | KB Commercial Products              | Facilities     | \$ | 6,610.35  | Inv. 500396 Janitorial supplies for Stillwater Building |
| 01/21/2025 | ACH    | Kone                                | Airport        | \$ | 157.04    | Balance FY25 Elevator/Escalator Maintenance- IP9        |
| 01/21/2025 | ACH    | Kone                                | Airport        | \$ | 64.67     | Balance FY25 Elevator/Escalator Maintenance- Ops        |
| 01/21/2025 | ACH    | Kone                                | Airport        | \$ | 2,087.77  | Balance FY25 Elevator/Escalator Maintenance- Term       |
| 01/21/2025 | ACH    | Kone                                | Airport        | \$ | 201.66    | Invoice #1158856751. Repair Kitchen Elevator            |
| 01/21/2025 | ACH    | Kone                                | Library        | \$ | 12,740.16 | 871560772 Annual Maintenance                            |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Fleet          | \$ | 65.00     | 2201544                                                 |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Public Safety  | \$ | 2,586.28  | --; TIRE; TIRE & VALVE                                  |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Public Safety  | \$ | 39.50     | TIRE REPAIR; TIRE REPAIR                                |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Street/Traffic | \$ | 129.00    | --; TIRE; DSMT,MT,SWITCH                                |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Street/Traffic | \$ | 89.50     | TIRE REPAIR; TIRE REPAIR                                |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Street/Traffic | \$ | 50.00     | TIRE REPAIR; TIRE REPAIR                                |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Wastewater     | \$ | 50.00     | Alignment on vehicle 7997                               |
| 01/21/2025 | 877395 | L P Anderson Tire                   | Water          | \$ | 50.00     | Alignment on vehicle 7997                               |
| 01/21/2025 | 877400 | Madison Agency                      | Airport        | \$ | 7,174.00  | Advertising & Marketing Program Consult & Support       |
| 01/21/2025 | 877405 | Midwest Tape                        | Library        | \$ | 9,348.70  | 506555381 Hoopla December 2024                          |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 1,204.88  | 107909BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 110.00    | 107909BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 596.74    | 108076BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 130.28    | 108095BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 391.13    | 108100BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 88.00     | 108100BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 424.90    | 108106BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 88.00     | 108106BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 1,353.95  | 108170BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 596.74    | 108170BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 10.85     | 108255BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 118.94    | 108290BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 70.00     | 108362BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Fleet          | \$ | 157.18    | 108362BL                                                |
| 01/21/2025 | 877409 | Montana Peterbilt                   | Transit        | \$ | 788.92    | 108813BL_EGR Tensioners, Water Pump                     |

|            |        |                     |             |    |           |                                                |
|------------|--------|---------------------|-------------|----|-----------|------------------------------------------------|
| 01/21/2025 | 877409 | Montana Peterbilt   | Transit     | \$ | 223.25    | 108813BL_EGR Tensioners, Water Pump            |
| 01/21/2025 | 877409 | Montana Peterbilt   | Transit     | \$ | 481.42    | 108813BL_EGR Tensioners, Water Pump            |
| 01/21/2025 | 877409 | Montana Peterbilt   | Transit     | \$ | 62.50     | 108813BL_EGR Tensioners, Water Pump            |
| 01/21/2025 | 877409 | Montana Peterbilt   | Transit     | \$ | 169.67    | 108813BL_EGR Tensioners, Water Pump            |
| 01/21/2025 | 877409 | Montana Peterbilt   | Transit     | \$ | 93.90     | 108866BL_DPF Gaskets                           |
| 01/21/2025 | 877409 | Montana Peterbilt   | Transit     | \$ | (212.50)  | CM107141BL_Core Deposit Return                 |
| 01/21/2025 | 877409 | Montana Peterbilt   | Transit     | \$ | (62.50)   | CM108813BL_Core Deposit Return                 |
| 01/21/2025 | 877410 | Morrison Maierle    | Transit     | \$ | 5,350.50  | Amendment #20 MET Bus Wash Equipment Upgrade   |
| 01/21/2025 | 877410 | Morrison Maierle    | Transit     | \$ | 11,587.70 | Amendment 10 MET Transit Remodel Project       |
| 01/21/2025 | 877410 | Morrison Maierle    | Transit     | \$ | 3,337.81  | Amend 21 Transfer Center Camera Sys Proj- Fed  |
| 01/21/2025 | 877410 | Morrison Maierle    | Transit     | \$ | 834.45    | Amend 21 Transfer Center Camera Sys Proj-Local |
| 01/21/2025 | 877410 | Morrison Maierle    | Transit     | \$ | 676.33    | MET IT Security Infrastructure Project         |
| 01/21/2025 | 877412 | Mustedanagic        | Library     | \$ | 4,925.00  | Cafe Security Curtain repair                   |
| 01/21/2025 | 877417 | NorthWestern Energy | CDBG        | \$ | 25.54     | 1709 Saint Johns FORECLOSURE ACQUISITION       |
| 01/21/2025 | 877417 | NorthWestern Energy | Facilities  | \$ | 9.62      | 3866815-8                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Facilities  | \$ | 241.69    | 3922089-2                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Library     | \$ | 7,363.43  | 3039007-4 Library electricity January 2025     |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | 141.19    | 0712538-8                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | 43.54     | 0813489-2                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | 9.86      | 1849408-8                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | 17.99     | 1904944-4                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | 37.65     | 1941243-6                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | 6.90      | 3241436-9                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | -         | 4086220-3                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | -         | 4177819-2                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Park Dist 1 | \$ | -         | 4204010-5                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parking     | \$ | 193.48    | 3835890-9                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint | \$ | 6.78      | 0881455-0                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint | \$ | 0.59      | 1029192-0                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint | \$ | 0.71      | 1265177-4                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint | \$ | 0.45      | 1425364-5                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint | \$ | 0.93      | 1948667-9                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint | \$ | 4.82      | 2055817-7                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint | \$ | 0.59      | 3707234-5                                      |

|            |        |                     |                |    |           |                                                |
|------------|--------|---------------------|----------------|----|-----------|------------------------------------------------|
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint    | \$ | 0.47      | 3707235-2                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint    | \$ | 0.59      | 3707236-0                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Parks Maint    | \$ | 4.20      | 4103439-8                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Public Safety  | \$ | 372.19    | 0720817-6                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Public Safety  | \$ | 893.19    | Station 6 December Services                    |
| 01/21/2025 | 877417 | NorthWestern Energy | Street/Traffic | \$ | 0.81      | 3590004-2                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Transit        | \$ | 3,348.42  | 0100473-8_1705 MONAD, DECEMBER 2024            |
| 01/21/2025 | 877417 | NorthWestern Energy | Transit        | \$ | 401.98    | 0719225-5                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Wastewater     | \$ | 190.05    | 389 62nd St Lift Entrance...December 202       |
| 01/21/2025 | 877417 | NorthWestern Energy | Water          | \$ | 138.25    | 1142253-2                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Water          | \$ | 6.52      | 1867265-9                                      |
| 01/21/2025 | 877417 | NorthWestern Energy | Water          | \$ | 2,018.71  | 4374 Hesper Rd Temp WO 19-42                   |
| 01/21/2025 | 877417 | NorthWestern Energy | Water          | \$ | 2,415.27  | 5809 Canyonwoods Dr...Dec 2024                 |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 60.41     | 3059379-Corp Air/Alpine                        |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 252.78    | 3059382-US Postal Service Gate 15              |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 230.49    | 3059383-Marchi Office                          |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 341.49    | 3070894-Edwards Jet Center 1691 Aviation Place |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 220.60    | 3070895-MT State Lands DEQ/DNRC                |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 30,000.00 | 3074776. 10/21/24 - 12/2424. Terminal Water    |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 121.72    | 3082456-Zone Dispatch-IP6 & IP7                |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 269.36    | 3082459-Rocky Mountain College-EJC             |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 147.57    | 3082460-Marchi Hangar                          |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 182.31    | 3082461-TSA                                    |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 87.16     | 3094193-Alpine Air-Maintenance                 |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 141.94    | 3094194-West End T-Hangars                     |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 542.01    | 3094195-Airfield Maintenance Compactor         |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 157.24    | 3094196-Edwards Jet Center 1871 Aviation Place |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 206.48    | 3094197-Aerotrionics                           |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 536.57    | 3094198-Billings Fire Center-BLM               |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 428.83    | 3105643-QTA                                    |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 152.83    | 3105644-Executive Hangars                      |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 11.62     | 3105644-Executive Hangars USDA APHIS           |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 506.62    | 3105645-UPS Gate 21                            |
| 01/21/2025 | 877422 | Public Utilities    | Airport        | \$ | 121.72    | 3116871-Patton Aviation                        |



|            |        |                        |                |    |            |                                                  |
|------------|--------|------------------------|----------------|----|------------|--------------------------------------------------|
| 01/21/2025 | 877422 | Public Utilities       | CDBG           | \$ | 51.05      | 1709 St. Johns Ave FORECLOSURE ACQUISITION       |
| 01/21/2025 | 877422 | Public Utilities       | Park Dist 1    | \$ | 25.12      | 3098205                                          |
| 01/21/2025 | 877422 | Public Utilities       | Park Dist 1    | \$ | 35.15      | 3098205                                          |
| 01/21/2025 | 877422 | Public Utilities       | Parking        | \$ | 11.25      | 3076980                                          |
| 01/21/2025 | 877422 | Public Utilities       | Parking        | \$ | 102.58     | 3088608                                          |
| 01/21/2025 | 877422 | Public Utilities       | Parking        | \$ | 74.55      | 3088641                                          |
| 01/21/2025 | 877422 | Public Utilities       | Parking        | \$ | 323.75     | 3088641                                          |
| 01/21/2025 | 877422 | Public Utilities       | Street/Traffic | \$ | 13.76      | 3090876                                          |
| 01/21/2025 | 877425 | Redtail Communications | EOC 911        | \$ | 8,372.00   | Decommissioning Tower - Crane Use                |
| 01/21/2025 | 877429 | S & S Machine          | Water          | \$ | 3,120.00   | repair case lid cavitation H1-1 pump             |
| 01/21/2025 | 877432 | Sanderson Stewart      | Planning       | \$ | 2,272.32   | Multi Modal Plan update W. Blngs Nghbrhd Plan 24 |
| 01/21/2025 | 877432 | Sanderson Stewart      | Planning       | \$ | 1,033.60   | Professional Services through December 31, 2024  |
| 01/21/2025 | 877431 | S-Bar-S Supply Co      | Park Dist 1    | \$ | 7,600.00   | 78096- cement blocks for cemetery                |
| 01/21/2025 | 877434 | Sea-Western            | Public Safety  | \$ | (4,390.00) | CREDIT MEMO PPV FAN MODEL BH-20                  |
| 01/21/2025 | 877434 | Sea-Western            | Public Safety  | \$ | 22,031.80  | NEW HIRE REGULATORS AND MASKS                    |
| 01/21/2025 | 877437 | SHI International      | Fire Grants    | \$ | 325.40     | MS Office Standard -Fire Hazmat laptop           |
| 01/21/2025 | 877437 | SHI International      | Fleet          | \$ | 404.00     | 11 G1 To G3 License Upgrades                     |
| 01/21/2025 | 877437 | SHI International      | IT Resources   | \$ | 1,293.55   | 12 G1 To G3 License Upgrades                     |
| 01/21/2025 | 877437 | SHI International      | IT Resources   | \$ | 30,556.40  | Horizon3 Nodezero                                |
| 01/21/2025 | 877437 | SHI International      | IT Resources   | \$ | 64.26      | MS Power BI                                      |
| 01/21/2025 | 877437 | SHI International      | IT Resources   | \$ | 34,100.00  | NASPO ADSP016 -Annual 1000 Duo Licnese renewal   |
| 01/21/2025 | 877437 | SHI International      | PD Program     | \$ | 980.38     | MS WIN Server 2025 -CCSIU new server             |
| 01/21/2025 | 877437 | SHI International      | Public Safety  | \$ | 202.00     | 11 G1 To G3 License Upgrades                     |
| 01/21/2025 | 877437 | SHI International      | Public Safety  | \$ | 202.00     | 12 G1 To G3 License Upgrades                     |
| 01/21/2025 | 877437 | SHI International      | Public Safety  | \$ | 1,198.48   | Wasabi Overage Charges -Police                   |
| 01/21/2025 | 877438 | SIGNAL 88 FRANCHISE    | Library        | \$ | 18,525.01  | 3785784 Security Guard Service December 2024     |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | (18.59)    | 171713CR                                         |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | (634.56)   | 171713CR                                         |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | (88.56)    | 171713CR                                         |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | 4,541.87   | 176730                                           |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | 239.19     | 176730                                           |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | 15.82      | 176963                                           |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | 54.33      | 176963                                           |
| 01/21/2025 | 877441 | Solid Waste Systems    | Fleet          | \$ | 537.40     | 177041                                           |

|            |        |                         |                |    |          |                                                      |
|------------|--------|-------------------------|----------------|----|----------|------------------------------------------------------|
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 27.13    | 177041                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 4,349.48 | 177094                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 116.57   | 177094                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 16.54    | 177098                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 134.22   | 177098                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 184.94   | 177117                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 2,671.45 | 177117                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 194.47   | 177119                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 909.45   | 177119                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 348.05   | 177145                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 1,061.48 | 177145                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 6,018.90 | 177145                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 295.69   | 177189                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 8,326.79 | 177189                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 512.19   | 177372                                               |
| 01/21/2025 | 877441 | Solid Waste Systems     | Fleet          | \$ | 2,480.32 | 177372                                               |
| 01/21/2025 | 877444 | St Vincent Occupational | Airport        | \$ | 95.00    | December 2024 Drug Test, DOT Physicals, Nurse        |
| 01/21/2025 | 877444 | St Vincent Occupational | City Ins Fund  | \$ | 360.00   | December 2024 Drug Test, DOT Physicals, Nurse        |
| 01/21/2025 | 877444 | St Vincent Occupational | Fleet          | \$ | 190.00   | December 2024 Drug Test, DOT Physicals, Nurse        |
| 01/21/2025 | 877444 | St Vincent Occupational | General        | \$ | 1,205.00 | December 2024 Drug Test, DOT Physicals, Nurse        |
| 01/21/2025 | 877444 | St Vincent Occupational | Solid Waste    | \$ | 385.00   | December 2024 Drug Test, DOT Physicals, Nurse        |
| 01/21/2025 | 877444 | St Vincent Occupational | Street/Traffic | \$ | 285.00   | December 2024 Drug Test, DOT Physicals, Nurse        |
| 01/21/2025 | 877444 | St Vincent Occupational | Transit        | \$ | 190.00   | December 2024 Drug Test, DOT Physicals, Nurse        |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Benjamin Halverson 2025 Bar Dues (\$515.00)          |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Chantel Anderson 2025 Bar Dues (\$515.00)            |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Daniela Pavuk 2025 Bar Dues (\$515.00)               |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 585.00   | Gina Dahl 25 Bar Dues (Additional Sections) \$585.00 |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Jenna Fiscus 2025 Bar Dues (\$515.00)                |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Jennifer Quick 2025 Bar Dues (\$515.00)              |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Jessica McKee 2025 Bar Dues (\$515.00)               |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Morgan Lix 2025 Bar Dues (\$515.00)                  |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Sam Honcoop 2025 Bar Dues (\$515.00)                 |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Stacy Tenney 2025 Bar Dues (\$515.00)                |
| 01/21/2025 | 877445 | State Bar Of Montana    | General        | \$ | 515.00   | Todd Corne 2025 Bar Dues (\$515.00)                  |

|            |        |                                     |               |    |           |                                               |
|------------|--------|-------------------------------------|---------------|----|-----------|-----------------------------------------------|
| 01/21/2025 | 877447 | State Of Montana,Bldng Codes Bureau | Building      | \$ | 6,855.58  | State Education Assessment Fund July-Dec 2024 |
| 01/21/2025 | 877452 | The Goodyear Tire & Rubber          | Transit       | \$ | 1,349.78  | 9847039720_October 2024 Mileage               |
| 01/21/2025 | 877452 | The Goodyear Tire & Rubber          | Transit       | \$ | 1,540.84  | 9849301151_DECEMBER 2024 MILEAGE              |
| 01/21/2025 | ACH    | Town & Country Supply               | Fleet         | \$ | 5,187.15  | 445834                                        |
| 01/21/2025 | ACH    | Town & Country Supply               | Fleet         | \$ | 3,541.32  | 445834                                        |
| 01/21/2025 | ACH    | Town & Country Supply               | Fleet         | \$ | 9,212.19  | 445834                                        |
| 01/21/2025 | ACH    | Town & Country Supply               | Fleet         | \$ | 17,974.48 | 445834                                        |
| 01/21/2025 | ACH    | Town & Country Supply               | Park Dist 1   | \$ | 542.17    | diesel fuel for cemetery - 446833             |
| 01/21/2025 | ACH    | Town & Country Supply               | Public Safety | \$ | 3,824.45  | Unleaded fuel and diesel - Station 6, 1, 2, 5 |
| 01/21/2025 | ACH    | Town & Country Supply               | Solid Waste   | \$ | 5,506.52  | 445841                                        |
| 01/21/2025 | ACH    | Town & Country Supply               | Solid Waste   | \$ | 10,383.79 | 445841                                        |
| 01/21/2025 | ACH    | Town & Country Supply               | Transit       | \$ | 5,141.88  | 445679_Diesel Fuel                            |
| 01/21/2025 | ACH    | Town & Country Supply               | Transit       | \$ | 9,676.80  | 445679_Diesel Fuel                            |
| 01/21/2025 | ACH    | Town & Country Supply               | Wastewater    | \$ | 646.28    | Dyed Diesel & Unleaded WWTP                   |
| 01/21/2025 | 877458 | Van Arsdale                         | CDBG          | \$ | 9,988.64  | 1709 St. Johns / Retainage Release            |
| 01/21/2025 | 877459 | Verizon Wireless                    | Engineering   | \$ | 27.32     | PW-Engineering                                |
| 01/21/2025 | 877459 | Verizon Wireless                    | Fleet         | \$ | 42.77     | Motor Pool                                    |
| 01/21/2025 | 877459 | Verizon Wireless                    | General       | \$ | 163.65    | City Administrator 0100-13130-403450          |
| 01/21/2025 | 877459 | Verizon Wireless                    | General       | \$ | 10.02     | Code Enf. Tina Hoeger Laptop                  |
| 01/21/2025 | 877459 | Verizon Wireless                    | General       | \$ | 40.01     | Code Enforcement Laptop -Todd Morgan          |
| 01/21/2025 | 877459 | Verizon Wireless                    | General       | \$ | 27.32     | Victoria Hill -Laptop                         |
| 01/21/2025 | 877459 | Verizon Wireless                    | PD Program    | \$ | 510.44    | CCSIU Cell/PTT -Added Jason                   |
| 01/21/2025 | 877459 | Verizon Wireless                    | PD Program    | \$ | 80.02     | CCSIU RAVEN                                   |
| 01/21/2025 | 877459 | Verizon Wireless                    | Phone System  | \$ | 80.02     | WRF Cradle Point Belknap Cradle Point         |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 40.01     | Bait Car                                      |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 40.01     | Fire Drone Hotspot                            |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 76.13     | Fire Drone Hotspot                            |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 40.01     | Fire MDT -1500-22210-403450                   |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 40.01     | Fire MDT -1500-22210-403450                   |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 360.09    | MDT Toughbooks                                |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 50.59     | Police Bait Car                               |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 50.03     | Police Chiefs iPads                           |
| 01/21/2025 | 877459 | Verizon Wireless                    | Public Safety | \$ | 35.01     | Police MiFi                                   |
| 01/21/2025 | 877459 | Verizon Wireless                    | Solid Waste   | \$ | -         | PW-Solid Waste                                |

|            |        |                              |                |    |            |                                                     |
|------------|--------|------------------------------|----------------|----|------------|-----------------------------------------------------|
| 01/21/2025 | 877459 | Verizon Wireless             | Solid Waste    | \$ | 41.64      | PW-SW-ON CALL Solid Waste On Call                   |
| 01/21/2025 | 877459 | Verizon Wireless             | Solid Waste    | \$ | 24.32      | PW-SW-ON CALL Solid Waste On Call                   |
| 01/21/2025 | 877459 | Verizon Wireless             | Solid Waste    | \$ | 257.78     | Solid Waste Tablets -Routware                       |
| 01/21/2025 | 877459 | Verizon Wireless             | Street/Traffic | \$ | 174.67     | PW-Streets iPads -Street Cameras                    |
| 01/21/2025 | 877459 | Verizon Wireless             | Street/Traffic | \$ | -          | PW-Streets City Works                               |
| 01/21/2025 | 877459 | Verizon Wireless             | Street/Traffic | \$ | 243.90     | PW-STRT TRFC Streets                                |
| 01/21/2025 | 877459 | Verizon Wireless             | Transit        | \$ | 309.02     | MET AVL                                             |
| 01/21/2025 | 877459 | Verizon Wireless             | Transit        | \$ | 970.28     | MET Max Transit                                     |
| 01/21/2025 | 877459 | Verizon Wireless             | Transit        | \$ | 1,120.28   | MET Max Transit                                     |
| 01/21/2025 | 877459 | Verizon Wireless             | Transit        | \$ | 280.07     | MET Transit                                         |
| 01/21/2025 | 877459 | Verizon Wireless             | Wastewater     | \$ | 520.13     | MET Tablets                                         |
| 01/21/2025 | 877459 | Verizon Wireless             | Water          | \$ | -          | PW Belknap Meter Shop                               |
| 01/21/2025 | 877459 | Verizon Wireless             | Water          | \$ | 27.32      | PWBLKNP Water Treatment                             |
| 01/21/2025 | 877459 | Verizon Wireless             | Water          | \$ | 40.01      | PWBLNP Comm-Meter CityWorks/Neptune                 |
| 01/21/2025 | 877459 | Verizon Wireless             | Water          | \$ | 67.33      | PWBLNP Comm-Meter CityWorks/Neptune                 |
| 01/21/2025 | 877464 | Yellowstone County Treasurer | Parking        | \$ | 5,517.09   | TAXES FOR WELLS FARGO 2025                          |
| 01/21/2025 | 877465 | YWCA                         | Public Safety  | \$ | 100,000.00 | Northern Lights Family Justice Center FY2025 FY2026 |

**City Council Regular**

**Date:** 02/24/2025  
**Title:** Payment of Claims for week of January 28th, 2025  
**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 \$4,995,647.88 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 01282025

| Check Date | Check # | Name                       | Fund Name      | Amount          | Item Desc                                             |
|------------|---------|----------------------------|----------------|-----------------|-------------------------------------------------------|
| 01/28/2025 | 877468  | Advanced Employment        | P.W. Admin     | \$ 1,254.40     | Temporary Staffing Services for Administrative Office |
| 01/28/2025 | 877468  | Advanced Employment        | P.W. Admin     | \$ 1,411.20     | Temporary Staffing Services for Administrative Office |
| 01/28/2025 | 877468  | Advanced Employment        | Planning       | \$ 302.40       | Temp: W/E 12/29/2024                                  |
| 01/28/2025 | 877468  | Advanced Employment        | Public Safety  | \$ 105.00       | Animal Control Cleaning                               |
| 01/28/2025 | 877468  | Advanced Employment        | Solid Waste    | \$ 345.80       | Contract labor at Landfill for week ending 1/5/25     |
| 01/28/2025 | 877470  | All Color Embroidery       | Fleet          | \$ 680.00       | 39377                                                 |
| 01/28/2025 | 877470  | All Color Embroidery       | Fleet          | \$ 680.00       | 39378                                                 |
| 01/28/2025 | 877470  | All Color Embroidery       | Fleet          | \$ 1,620.00     | 39530                                                 |
| 01/28/2025 | 877470  | All Color Embroidery       | Public Safety  | \$ 445.00       | --; GRAPHICS                                          |
| 01/28/2025 | 877474  | Askin Construction         | Storm Sewer    | \$ 298,045.12   | WO 24-38 Wicks Lane Storm, Phase II; Pmt 3            |
| 01/28/2025 | 877474  | Askin Construction         | Water          | \$ 172,838.03   | Retainage Release FINAL                               |
| 01/28/2025 | 877477  | Big Ditch Company          | Storm Sewer    | \$ 12,676.48    | 2024 Stormwater Discharge Fees: 232 lot               |
| 01/28/2025 | 877479  | Billings Depot             | Engineering    | \$ 15,437.22    | Depot February Rent                                   |
| 01/28/2025 | 877496  | Cop Construction           | Wastewater     | \$ 189,939.92   | Retainage Release 1                                   |
| 01/28/2025 | 877501  | Cummins Inc - Rocky Mtn    | Fleet          | \$ 123.94       | 38-250113884                                          |
| 01/28/2025 | 877501  | Cummins Inc - Rocky Mtn    | Fleet          | \$ 1,549.25     | 38-250113884                                          |
| 01/28/2025 | 877501  | Cummins Inc - Rocky Mtn    | Fleet          | \$ 7.76         | 38-250113975                                          |
| 01/28/2025 | 877501  | Cummins Inc - Rocky Mtn    | Fleet          | \$ 270.00       | 38-250114002                                          |
| 01/28/2025 | 877501  | Cummins Inc - Rocky Mtn    | Fleet          | \$ 1,706.63     | 38-250114002                                          |
| 01/28/2025 | 877501  | Cummins Inc - Rocky Mtn    | Fleet          | \$ (270.00)     | 38-250114008                                          |
| 01/28/2025 | 877500  | Cummins Inc - Rocky Mtn    | Transit        | \$ 3,780.10     | 38-250114304_Unit#1842_No Power-Wiring Issue Found    |
| 01/28/2025 | 877507  | Dick Anderson Construction | Water          | \$ 20,142.00    | WO1912 West End Reservoir Proj, GC/CM Preconst Svcs   |
| 01/28/2025 | 877507  | Dick Anderson Construction | Water          | \$ 2,800,534.39 | WO1942 West End WTP Project - Construction            |
| 01/28/2025 | 877509  | DOWL                       | Water          | \$ 6,862.50     | WO2301 '23 Water and Sewer Main Replacement - Water   |
| 01/28/2025 | 877520  | Grade A Civil              | Water          | \$ 374,994.90   | WO 23-12 Zone 4 Pump Station & Waterline Improvs      |
| 01/28/2025 | 877520  | Grade A Civil              | Water          | \$ -            | WO 23-29 Grand Avenue Waterline Replacement           |
| 01/28/2025 | 877523  | H&E Equipment Services     | Solid Waste    | \$ 5,400.00     | Light Tower for Landfill.                             |
| 01/28/2025 | ACH HDR |                            | Water          | \$ 46,388.16    | WO 23-12 Zone 4 Pump Station & Waterline Improvs      |
| 01/28/2025 | 877526  | Hi-Country Dock & Door     | Property Ins   | \$ 5,585.00     | Inv. #1522 Repairs to an overhead door at the BOC     |
| 01/28/2025 | 877529  | Hose & Rubber Supply       | Fleet          | \$ 548.07       | 2012885                                               |
| 01/28/2025 | 877529  | Hose & Rubber Supply       | Fleet          | \$ 1,892.70     | 2013475                                               |
| 01/28/2025 | 877529  | Hose & Rubber Supply       | Fleet          | \$ 32.12        | 2013601                                               |
| 01/28/2025 | 877529  | Hose & Rubber Supply       | Street/Traffic | \$ 87.05        | hose for unit 1205                                    |

|            |        |                           |                  |    |           |                                                          |
|------------|--------|---------------------------|------------------|----|-----------|----------------------------------------------------------|
| 01/28/2025 | 877532 | Iaff                      | Payroll Clearing | \$ | 5,563.69  | Payroll Summary                                          |
| 01/28/2025 | 877539 | JDMD INC                  | Solid Waste      | \$ | 9,251.00  | Programming Landfill Fleet radios.                       |
| 01/28/2025 | ACH    | Joe Johnson Equipment     | Street/Traffic   | \$ | 5,286.30  | wire for sweepers                                        |
| 01/28/2025 | ACH    | Joe Johnson Equipment     | Water            | \$ | 375.83    | 24' TELESCOPIC P/N: GWCT-24                              |
| 01/28/2025 | ACH    | Joe Johnson Equipment     | Water            | \$ | 284.17    | 8'-24' EXT. POLE ONLY P/N: EXT-2                         |
| 01/28/2025 | 877546 | Knife River               | Street/Traffic   | \$ | 9,487.66  | winter traction material                                 |
| 01/28/2025 | 877546 | Knife River               | Street/Traffic   | \$ | 3,207.36  | winter traction material                                 |
| 01/28/2025 | 877547 | L N Curtis and Sons       | Airport          | \$ | 8,568.67  | Invoice #INV844140. PPE for R. Smith & M. Stanisich      |
| 01/28/2025 | 877552 | Maaco                     | Property Ins     | \$ | 5,693.67  | Inv. #40077 repairs to Facilities Vehicle #1071          |
| 01/28/2025 | 877554 | Mead & Hunt               | Airport          | \$ | 8,425.00  | Amend 3 to the Master Agrmnt. Air Service Consult Svcs   |
| 01/28/2025 | 877557 | Montana CSED              | Payroll Clearing | \$ | 6,054.42  | Payroll Summary 01.24.25                                 |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 910.36    | 129 573 1000 1. Mud Wash. January 2025                   |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 197.72    | 160 723 3573 6. UDSA. January 2025                       |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 4,223.49  | 179 053 7751 5. New Terminal. January 2025               |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 451.15    | 185 580 1000 7. TSA. January 2025                        |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 61.18     | 229 573 1000 0. Detail Bay 1 Hertz. January 2025         |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 380.64    | 283 116 0655 3. Airport Storage. January 2025            |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 217.91    | 295 580 1000 4. Aero Interiors. January 2025             |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 77.49     | 329 573 1000 9. Detail Bay 3 Enterprise. January 2025    |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 125.81    | 429 573 1000 8. Detail Bay 4 Avis/Budget. January 2025   |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 36.97     | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar. January 202 |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 278.74    | 629 573 1000 6. Detail Bay 2 National/Alamo. Jan 2025    |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 702.15    | 788 689 5644 8. Concourse Kitchen. January 2025          |
| 01/28/2025 | 877558 | Montana Dakota Utilities  | Airport          | \$ | 1,962.45  | 889 373 1000 6. Car Wash. January 2025                   |
| 01/28/2025 | 877560 | MFPE                      | Payroll Clearing | \$ | 2,924.43  | Payroll Summary                                          |
| 01/28/2025 | 877561 | MT Muscle Movers and More | Stillwater Const | \$ | 49,894.00 | Phase 2 Move from Old City Hall to New City Hall         |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 303.31    | 107957BL                                                 |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 88.00     | 107957BL                                                 |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 259.50    | 108441BL                                                 |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 388.29    | 108445BL                                                 |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 88.00     | 108445BL                                                 |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 259.50    | 108462BL                                                 |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 250.74    | 108472BL                                                 |
| 01/28/2025 | 877562 | Montana Peterbilt         | Fleet            | \$ | 310.94    | 108482BL                                                 |

|            |        |                     |                  |    |           |                                                        |
|------------|--------|---------------------|------------------|----|-----------|--------------------------------------------------------|
| 01/28/2025 | 877562 | Montana Peterbilt   | Fleet            | \$ | 84.30     | 108541BL                                               |
| 01/28/2025 | 877562 | Montana Peterbilt   | Fleet            | \$ | 94.32     | 108660BL                                               |
| 01/28/2025 | 877562 | Montana Peterbilt   | Fleet            | \$ | 70.00     | 108660BL                                               |
| 01/28/2025 | 877562 | Montana Peterbilt   | Fleet            | \$ | 57.05     | 108733BL                                               |
| 01/28/2025 | 877562 | Montana Peterbilt   | Transit          | \$ | 212.50    | 108810BL_Core Exchange                                 |
| 01/28/2025 | 877562 | Montana Peterbilt   | Transit          | \$ | 1,249.93  | 108810BL_EGR Cooler                                    |
| 01/28/2025 | 877562 | Montana Peterbilt   | Transit          | \$ | 582.40    | 108810BL_Sensor Nitrogen                               |
| 01/28/2025 | 877562 | Montana Peterbilt   | Transit          | \$ | 90.00     | 109082BL_Core Deposit                                  |
| 01/28/2025 | 877562 | Montana Peterbilt   | Transit          | \$ | 98.12     | 109082BL_Rear Brake Shoe Kit- ENC                      |
| 01/28/2025 | 877562 | Montana Peterbilt   | Transit          | \$ | (70.00)   | CM102754BLB_Core Return                                |
| 01/28/2025 | 877563 | MSFA                | Payroll Clearing | \$ | 5,668.41  | Payroll Summary                                        |
| 01/28/2025 | 877565 | Morrison Maierle    | Airport          | \$ | 15,999.98 | Airport Master Plan Update - Federal Share             |
| 01/28/2025 | 877565 | Morrison Maierle    | Airport          | \$ | 1,777.78  | Airport Master Plan Update - Local Share               |
| 01/28/2025 | 877565 | Morrison Maierle    | Airport          | \$ | 10,922.67 | Runway 7/25 Reconst & Extension Proj Amndmnt#22-Fed    |
| 01/28/2025 | 877565 | Morrison Maierle    | Airport          | \$ | 574.88    | Runway 7/25 Reconst&Extension Proj Amndmnt#22-Local    |
| 01/28/2025 | 877565 | Morrison Maierle    | Airport          | \$ | 1,225.74  | West End Sewer and Water Expansion Project             |
| 01/28/2025 | 877565 | Morrison Maierle    | Wastewater       | \$ | 48,705.60 | WO2401 '24 Sewer Main Repl Project Engineer Svc Agrmnt |
| 01/28/2025 | 877565 | Morrison Maierle    | Wastewater       | \$ | 23,664.34 | WO2501 Contract 2: '25 Sewer Replacement Project       |
| 01/28/2025 | 877565 | Morrison Maierle    | Water            | \$ | 20,478.18 | WO 24-01 Cedar Park Water Main Replacement             |
| 01/28/2025 | 877566 | MPPA                | Payroll Clearing | \$ | 3,933.23  | Payroll Summary                                        |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Stillwater Const | \$ | 154.26    | Modernization of elevators at the Stillwater Building  |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Storm Sewer      | \$ | 3,010.56  | WO 24-38 Wicks Lane Storm                              |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Wastewater       | \$ | 1,918.59  | Retainage Release 1                                    |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Wastewater       | \$ | 2,501.92  | Retainage Release FINAL                                |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Water            | \$ | 1,745.85  | Retainage Release FINAL                                |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Water            | \$ | 28,288.22 | WO 19-42 West End WTP Constructio                      |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Water            | \$ | 3,787.83  | WO 23-12 Zone 4 Pump Station & Waterline Improvs       |
| 01/28/2025 | 877567 | MT Dept of Rev-CGR2 | Water            | \$ | -         | WO 23-29 Grand Avenue Waterline Replacement            |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport          | \$ | 3,347.91  | 0100483-7. Runway Lights. January 2025                 |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport          | \$ | 1,582.84  | 0100484-5. ARFF Facility. January 2025                 |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport          | \$ | 106.70    | 1138926-9. Aero Interiors. January 2025                |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport          | \$ | 153.90    | 1647695-4. De Icer. January 2025                       |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport          | \$ | 443.80    | 1669567-8. TSA. January 2025                           |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport          | \$ | 1,165.17  | 1993430-6. Car Wash. January 2025                      |



|            |        |                     |             |    |          |                                                      |
|------------|--------|---------------------|-------------|----|----------|------------------------------------------------------|
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 418.99   | 2001846-1. Mud Wash. January 2025                    |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 475.98   | 2001848-7. Detail Bay 1 Hertz. January 2025          |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 198.83   | 2001862-8. Detail Bay 3 Enterprise. January 2025     |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 586.79   | 2001865-1. Detail Bay 4 Avis/Budget. January 2025    |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 174.28   | 2001867-7. Detail Bay 5 Thrifty/Dollar. January 2025 |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 103.58   | 3085107-5. Employee Parking. January 2025            |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 227.67   | 3446396-8. USDA. January 2025                        |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 2,356.83 | 3477231-9. Parking Zone. January 2025                |
| 01/28/2025 | 877572 | NorthWestern Energy | Airport     | \$ | 13.10    | 3733186-5. Airport Storage. January 2025             |
| 01/28/2025 | 877572 | NorthWestern Energy | CDBG        | \$ | 18.33    | 1302 Parkhill Dr FORECLOSURE ACQUISITION / REHAB     |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,108.50 | SILMD 10 Acct# 0712546-1                             |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 2,062.07 | SILMD 100 Acct# 0712559-4                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,745.44 | SILMD 107 Acct# 0712560-2                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 4,377.43 | SILMD 109 Acct# 0712561-0                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 203.67   | SILMD 113 Acct# 0712562-8                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 941.99   | SILMD 114 Acct# 0712563-6                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 221.64   | SILMD 115 Acct# 0712564-4                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 581.80   | SILMD 116 Acct# 0712565-1                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 3,167.33 | SILMD 117 Acct# 0712566-9                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 203.59   | SILMD 118 Acct# 0712567-7                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 124.04   | SILMD 119 Acct# 0712568-5                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 2,493.48 | SILMD 121 Acct# 0712570-1                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 187.08   | SILMD 122 Acct# 0712571-9                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 332.46   | SILMD 123 Acct# 0712572-7                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 969.69   | SILMD 124 Acct# 0712573-5                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 387.87   | SILMD 125 Acct# 0712574-3                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 193.94   | SILMD 126 Acct# 0712575-0                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 701.57   | SILMD 127 Acct# 0712576-8                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 491.08   | SILMD 128 Acct# 0712577-6                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 332.46   | SILMD 129 Acct# 0712578-4                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 4,478.24 | SILMD 13 Acct# 0721276-4                             |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 118.83   | SILMD 130 Acct# 0712579-2                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 858.87   | SILMD 131 Acct# 0712580-0                            |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 220.68   | SILMD 133 Acct# 0712581-8                            |

|            |        |                     |             |    |          |                           |
|------------|--------|---------------------|-------------|----|----------|---------------------------|
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 509.27   | SILMD 134 Acct# 0712582-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 514.46   | SILMD 135 Acct# 0712583-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 470.99   | SILMD 136 Acct# 0712584-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 369.70   | SILMD 137 Acct# 0712585-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 748.04   | SILMD 138 Acct# 0712586-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 249.34   | SILMD 139 Acct# 0712587-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 2,202.00 | SILMD 14 Acct# 0721277-2  |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 25.90    | SILMD 14 Acct# 4167204-9  |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 581.80   | SILMD 143 Acct# 0712588-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 27.68    | SILMD 144 Acct# 0712589-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 467.70   | SILMD 145 Acct# 0712590-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 360.17   | SILMD 146 Acct# 0712591-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 437.17   | SILMD 147 Acct# 0712592-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,561.95 | SILMD 149 Acct# 0712593-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 748.32   | SILMD 150 Acct# 0712594-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 637.21   | SILMD 151 Acct# 0712595-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 4,300.44 | SILMD 152 Acct# 0712596-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 537.85   | SILMD 153 Acct# 0712597-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,216.03 | SILMD 154 Acct# 0712598-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 498.69   | SILMD 155 Acct# 0712599-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 912.02   | SILMD 157 Acct# 0712600-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 803.46   | SILMD 158 Acct# 0712601-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 964.13   | SILMD 159 Acct# 0712602-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 720.34   | SILMD 160 Acct# 0712603-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,052.33 | SILMD 161 Acct# 0712604-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 47.36    | SILMD 162 Acct# 0712605-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 753.99   | SILMD 163 Acct# 0712606-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 374.16   | SILMD 164 Acct# 0712607-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 886.56   | SILMD 165 Acct# 0712608-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 233.85   | SILMD 167 Acct# 0712609-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,152.91 | SILMD 17 Acct# 0712553-7  |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 561.25   | SILMD 171 Acct# 0712610-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 509.27   | SILMD 172 Acct# 0712611-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,169.25 | SILMD 173 Acct# 0712612-1 |

|            |        |                     |             |    |          |                           |
|------------|--------|---------------------|-------------|----|----------|---------------------------|
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 982.19   | SILMD 174 Acct# 0712613-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 327.39   | SILMD 175 Acct# 0712614-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 33.84    | SILMD 176 Acct# 0712615-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 257.23   | SILMD 178 Acct# 0712616-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 514.46   | SILMD 179 Acct# 0712617-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 350.79   | SILMD 180 Acct# 0712618-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,690.02 | SILMD 181 Acct# 0712619-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 584.64   | SILMD 182 Acct# 0712620-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,169.24 | SILMD 183 Acct# 0712621-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 374.16   | SILMD 184 Acct# 0712622-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 140.31   | SILMD 185 Acct# 0712623-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 676.42   | SILMD 186 Acct# 0712624-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 233.85   | SILMD 187 Acct# 0712625-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 280.62   | SILMD 188 Acct# 0712626-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 233.85   | SILMD 189 Acct# 0712627-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,216.03 | SILMD 190 Acct# 0712628-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 417.38   | SILMD 191 Acct# 0712629-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 304.01   | SILMD 192 Acct# 0712630-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 748.32   | SILMD 193 Acct# 0712631-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 301.98   | SILMD 194 Acct# 0712632-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 241.59   | SILMD 195 Acct# 0712633-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 77.06    | SILMD 196 Acct# 0712634-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 77.06    | SILMD 197 Acct# 0712635-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 116.94   | SILMD 198 Acct# 0712636-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 59.63    | SILMD 200 Acct# 0712637-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 491.08   | SILMD 201 Acct# 0712638-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 814.06   | SILMD 202 Acct# 0712639-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 20.55    | SILMD 203 Acct# 0712640-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 461.77   | SILMD 204 Acct# 0712641-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 27.06    | SILMD 205 Acct# 0712642-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 327.39   | SILMD 206 Acct# 0712643-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 374.16   | SILMD 207 Acct# 0712644-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 537.85   | SILMD 209 Acct# 0712646-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 92.46    | SILMD 210 Acct# 0712647-7 |

|            |        |                     |             |    |          |                           |
|------------|--------|---------------------|-------------|----|----------|---------------------------|
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 51.37    | SILMD 211 Acct# 0712648-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 51.37    | SILMD 212 Acct# 0712649-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 30.82    | SILMD 213 Acct# 0712650-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 376.92   | SILMD 214 Acct# 0712651-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 140.31   | SILMD 216 Acct# 0712652-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 392.39   | SILMD 217 Acct# 0712653-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 286.40   | SILMD 220 Acct# 0712654-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 6.77     | SILMD 221 Acct# 0712655-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 81.52    | SILMD 222 Acct# 0712656-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 123.30   | SILMD 223 Acct# 0712657-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,426.66 | SILMD 224 Acct# 0712658-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 427.42   | SILMD 225 Acct# 0712659-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 227.66   | SILMD 226 Acct# 0712660-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 732.24   | SILMD 227 Acct# 0712661-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 803.46   | SILMD 228 Acct# 0712662-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 415.59   | SILMD 229 Acct# 0712663-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 969.70   | SILMD 230 Acct# 0712664-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 581.80   | SILMD 231 Acct# 0712665-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 2,521.19 | SILMD 232 Acct# 0712666-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 901.37   | SILMD 233 Acct# 0712667-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 490.47   | SILMD 234 Acct# 0712668-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 570.52   | SILMD 235 Acct# 0712669-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 181.18   | SILMD 236 Acct# 0712670-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 397.54   | SILMD 237 Acct# 0712671-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 13.54    | SILMD 238 Acct# 0712672-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 93.54    | SILMD 239 Acct# 0712673-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 434.82   | SILMD 240 Acct# 0712674-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 582.52   | SILMD 241 Acct# 0712675-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 83.11    | SILMD 242 Acct# 0712676-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 110.82   | SILMD 244 Acct# 0712677-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 73.80    | SILMD 245 Acct# 0712678-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 332.46   | SILMD 246 Acct# 0712679-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 978.99   | SILMD 247 Acct# 0712680-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 2,742.82 | SILMD 249 Acct# 0718734-7 |

|            |        |                     |             |    |          |                           |
|------------|--------|---------------------|-------------|----|----------|---------------------------|
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 217.42   | SILMD 250 Acct# 0719001-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 3,883.65 | SILMD 251 Acct# 0718801-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 554.10   | SILMD 252 Acct# 0719162-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,821.43 | SILMD 253 Acct# 0719644-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 163.05   | SILMD 254 Acct# 0719763-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 140.98   | SILMD 255 Acct# 0720813-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 970.44   | SILMD 257 Acct# 0720360-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 2,614.54 | SILMD 258 Acct# 0720606-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,564.80 | SILMD 259 Acct# 0720810-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 498.69   | SILMD 261 Acct# 0720705-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 3,099.30 | SILMD 262 Acct# 0720937-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,055.15 | SILMD 263 Acct# 0720716-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 177.86   | SILMD 264 Acct# 0721427-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 363.80   | SILMD 265 Acct# 0721556-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 74.98    | SILMD 266 Acct# 0721684-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 474.59   | SILMD 270 Acct# 0906944-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 955.81   | SILMD 271 Acct# 0995095-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 2,835.72 | SILMD 272 Acct# 0905005-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 206.17   | SILMD 273 Acct# 0926386-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 517.71   | SILMD 276 Acct# 0961926-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 854.50   | SILMD 277 Acct# 1058710-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 229.49   | SILMD 278 Acct# 1087619-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 59.50    | SILMD 279 Acct# 1124127-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 628.08   | SILMD 280 Acct# 1045653-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 504.33   | SILMD 283 Acct# 1172743-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 326.80   | SILMD 285 Acct# 1206985-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 245.05   | SILMD 286 Acct# 1296582-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,860.48 | SILMD 288 Acct# 1303978-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 161.49   | SILMD 289 Acct# 1685375-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 116.88   | SILMD 289 Acct# 4185749-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 197.04   | SILMD 290 Acct# 1433921-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 609.50   | SILMD 292 Acct# 1481532-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 233.85   | SILMD 293 Acct# 1481534-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 467.70   | SILMD 294 Acct# 1481535-1 |

|            |        |                     |             |    |          |                           |
|------------|--------|---------------------|-------------|----|----------|---------------------------|
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 110.82   | SILMD 295 Acct# 1481536-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,239.41 | SILMD 296 Acct# 1481537-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 210.46   | SILMD 297 Acct# 1481539-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 187.08   | SILMD 298 Acct# 1481540-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 409.86   | SILMD 300 Acct# 1662840-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 5,190.07 | SILMD 301 Acct# 1687005-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 370.54   | SILMD 302 Acct# 1607534-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,155.28 | SILMD 305 Acct# 1695873-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 278.04   | SILMD 306 Acct# 1740353-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 4,065.70 | SILMD 307 Acct# 2049005-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 272.54   | SILMD 308 Acct# 2072459-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 498.26   | SILMD 309 Acct# 2001311-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 103.94   | SILMD 310 Acct# 2060519-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 373.01   | SILMD 311 Acct# 3014475-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 360.12   | SILMD 312 Acct# 3146127-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 594.34   | SILMD 315 Acct# 3305804-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 1,147.54 | SILMD 316 Acct# 3291842-7 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 118.15   | SILMD 317 Acct# 3253826-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 814.47   | SILMD 318 Acct# 3372018-6 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 59.22    | SILMD 320 Acct# 0712569-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 545.38   | SILMD 321 Acct# 3338917-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 115.20   | SILMD 322 Acct# 3402033-9 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 952.06   | SILMD 323 Acct# 3597170-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 440.20   | SILMD 324 Acct# 1246537-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 352.08   | SILMD 325 Acct# 3587598-8 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 143.06   | SILMD 326 Acct# 3840455-4 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 187.40   | SILMD 327 Acct# 3810801-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 841.38   | SILMD 328 Acct# 3894879-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 110.68   | SILMD 329 Acct# 3939032-3 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 330.80   | SILMD 330 Acct# 3951594-5 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 40.96    | SILMD 331 Acct# 0712645-1 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 15.96    | SILMD 331 Acct# 4174590-2 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 50.65    | SILMD 331 Acct# 4174591-0 |
| 01/28/2025 | 877573 | NorthWestern Energy | Light Maint | \$ | 35.88    | SILMD 331 Acct# 4174593-6 |

|            |        |                             |                  |    |            |                                                      |
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| 01/28/2025 | 877573 | NorthWestern Energy         | Light Maint      | \$ | 33.01      | SILMD 331 Acct# 4176340-0                            |
| 01/28/2025 | 877573 | NorthWestern Energy         | Light Maint      | \$ | 183.89     | SILMD 332 Acct# 4093467-1                            |
| 01/28/2025 | 877573 | NorthWestern Energy         | Light Maint      | \$ | 386.04     | SILMD 8 Acct# 0712544-6                              |
| 01/28/2025 | 877573 | NorthWestern Energy         | Light Maint      | \$ | 358.64     | SILMD 9 Acct# 0712545-3                              |
| 01/28/2025 | 877573 | NorthWestern Energy         | Light Maint      | \$ | 489.82     | SILMD 95 Acct# 0712556-0                             |
| 01/28/2025 | 877573 | NorthWestern Energy         | Light Maint      | \$ | 9,658.09   | SILMD 97 Acct# 0712557-8                             |
| 01/28/2025 | 877573 | NorthWestern Energy         | Light Maint      | \$ | 1,097.97   | SILMD 99 Acct# 0712558-6                             |
| 01/28/2025 | 877573 | NorthWestern Energy         | Street/Traffic   | \$ | 13,582.97  | Signal Bills 01.22.2024                              |
| 01/28/2025 | ACH    | RDO Equipment               | Solid Waste      | \$ | 162.50     | Bend plate for Landfill unit 0263                    |
| 01/28/2025 | ACH    | RDO Equipment               | Solid Waste      | \$ | 569.45     | FAN; HZRDS MTL; SRV ACCS                             |
| 01/28/2025 | ACH    | RDO Equipment               | Solid Waste      | \$ | 127.73     | Hy-gard blade for landfill equipment.                |
| 01/28/2025 | ACH    | RDO Equipment               | Solid Waste      | \$ | 1,791.30   | LABOR                                                |
| 01/28/2025 | ACH    | RDO Equipment               | Solid Waste      | \$ | 2,589.30   | LABOR                                                |
| 01/28/2025 | ACH    | RDO Equipment               | Solid Waste      | \$ | 721.21     | TEMP SNSR; COOL GARDII TM; HHZRDS MTL; SRV ACCS      |
| 01/28/2025 | 877578 | Record Steel & Construction | Wastewater       | \$ | 247,690.49 | Retainage Release FINAL                              |
| 01/28/2025 | 877579 | Rimrock Foundation          | Court Grants     | \$ | 4,599.98   | 24 Dec. Rimrock Treatment Services                   |
| 01/28/2025 | 877585 | Sanderson Stewart           | Arterial Streets | \$ | 72.50      | WO0912 Inner Belt Loop- NW Billings Connector        |
| 01/28/2025 | 877585 | Sanderson Stewart           | Gas Tax          | \$ | -          | WO0912 Inner Belt Loop- Northwest Billings Connector |
| 01/28/2025 | 877585 | Sanderson Stewart           | Tax Incrmnt E    | \$ | -          | WO2309 5th Ace Corridor - Phase 1 Prelim Design      |
| 01/28/2025 | 877585 | Sanderson Stewart           | Tax Incrmnt N27  | \$ | 1,927.00   | WO2309 5th Ace Corridor - Phase 1 Preliminary Design |
| 01/28/2025 | 877585 | Sanderson Stewart           | Trl Donate       | \$ | 10,020.00  | WO 21-38 Skyline Trail (Marathon Loop)               |
| 01/28/2025 | 877586 | SharpLogixx                 | PD Program       | \$ | 63,975.00  | Digital X-Ray System for Bomb Squad.                 |
| 01/28/2025 | 877592 | Sundown Security            | Airport          | \$ | 4,896.00   | Dec '24 Aviation Workers Screening Services          |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 9.02       | 270149897                                            |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 65.08      | 270149999                                            |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 18.40      | 270150270                                            |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 580.41     | 270150469                                            |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 1,741.22   | 270150469                                            |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 5.66       | 270150845                                            |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 8.81       | 270150950                                            |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 26.41      | 270151126-00                                         |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 7.52       | 270151126-00                                         |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 16.44      | 270151126-00                                         |
| 01/28/2025 | 877594 | Tacoma Screw Products       | Fleet            | \$ | 7.41       | 270151126-00                                         |

|            |        |                           |                  |    |           |                                                        |
|------------|--------|---------------------------|------------------|----|-----------|--------------------------------------------------------|
| 01/28/2025 | 877594 | Tacoma Screw Products     | Fleet            | \$ | 12.03     | 270151126-00                                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Fleet            | \$ | 16.87     | 270151126-00                                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Fleet            | \$ | 63.90     | 270151126-00                                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Fleet            | \$ | 43.50     | 270151126-00                                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Fleet            | \$ | 9.85      | 270151126-00                                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Fleet            | \$ | 4.15      | 270151126-00                                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Fleet            | \$ | 9.85      | 270151126-00                                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Street/Traffic   | \$ | 10.05     | inv#270151257-00quick link                             |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Street/Traffic   | \$ | 18.37     | inv#270151322-00threaded rod                           |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Street/Traffic   | \$ | 81.17     | inv#270151962-00meter boxes for landscaping            |
| 01/28/2025 | 877594 | Tacoma Screw Products     | Water            | \$ | 14.41     | POLAR PENGUIN GLOVE - X-LARGE P/N: 566-684             |
| 01/28/2025 | 877595 | Tank Industry Consultants | Water            | \$ | 5,800.00  | AWWA D100 Series Tank Inspection for Sta               |
| 01/28/2025 | 877595 | Tank Industry Consultants | Water            | \$ | 5,800.00  | AWWA D100 series tank inspection for Wil               |
| 01/28/2025 | 877596 | Tel Net Systems           | Stillwater Const | \$ | 61,470.00 | splice city owned fiber from multiple city locations   |
| 01/28/2025 | 877597 | Thatcher Company          | Water            | \$ | 2,634.50  | Filter Aid for Process                                 |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | (260.00)  | Credit for Mike B rims. Unit 0036. Invoice 105-23384.  |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 50.00     | Dismount & Mount. Landfill.                            |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 100.00    | Install 4 new tire on rear landfill unit 0023          |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 1,300.00  | New rims for Barker's truck. Collections Unit 0036     |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 4,214.10  | Tire purchase and repair. Collections.                 |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 227.55    | Tire purchase. Collections.                            |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 2,420.52  | Tire purchase. Collections.                            |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 2,484.00  | Tire purchase. Collections.                            |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 1,392.00  | Tire repair and purchase. Collections.                 |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 3,741.00  | Tire repair and purchase. Collections.                 |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 130.00    | Tire repair. Collections.                              |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 295.00    | Tire repair. Collections.                              |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 505.00    | Tire rotation, dismount, mount. Collections.           |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 215.00    | tire rotation, mount, and dismount. collections.       |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 200.00    | Tire rotation, mount, and dismount. Landfill           |
| 01/28/2025 | 877598 | Tire-Rama                 | Solid Waste      | \$ | 25.00     | Tire rotation. Collections.                            |
| 01/28/2025 | 877599 | TK Elevator               | Stillwater Const | \$ | 15,271.49 | Modernized the elevator equipment- Stillwater Building |
| 01/28/2025 | ACH    | Town & Country Supply     | Fleet            | \$ | 2.83      | 445845                                                 |
| 01/28/2025 | ACH    | Town & Country Supply     | Fleet            | \$ | 12,936.74 | 445845                                                 |



|            |        |                                |                  |    |           |                                                   |
|------------|--------|--------------------------------|------------------|----|-----------|---------------------------------------------------|
| 01/28/2025 | ACH    | Town & Country Supply          | Fleet            | \$ | 5,287.81  | 445845                                            |
| 01/28/2025 | ACH    | Town & Country Supply          | Fleet            | \$ | 6,592.33  | 445845                                            |
| 01/28/2025 | ACH    | Town & Country Supply          | Fleet            | \$ | 8,159.18  | 445845                                            |
| 01/28/2025 | ACH    | Town & Country Supply          | Transit          | \$ | 5,536.44  | 445849_Diesel Fuel                                |
| 01/28/2025 | ACH    | Town & Country Supply          | Transit          | \$ | 10,598.70 | 445849_Diesel Fuel                                |
| 01/28/2025 | ACH    | Tractor & Equipment            | Fleet            | \$ | 203.97    | BLCS0853176                                       |
| 01/28/2025 | ACH    | Tractor & Equipment            | Fleet            | \$ | 1,000.00  | Mechanic Diagnostice tool yearly license.         |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 37.38     | CNSMBLS; ENVIRO FEE                               |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 1,554.66  | CP & PRB; ELMTS; FLTRS; HSING; DRN KT; OIL        |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 934.21    | CP; PRB; ELMTS; FILTRS; OIL; CNSMBLS              |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 3,299.80  | Elements and filters for Landfill equipment.      |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 399.02    | FLTR; SOS BOT SCAN; S/H; OIL; CNSMBLS; ENVIRO FEE |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 411.67    | HSE; TB; CLMP; CNSMBLS; ENVIRO FEE                |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 89.13     | Kit cap plug. Landfill unit 0024.                 |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 694.97    | KT DRN; ELMT, SOS BOT SCNBLE; CNSMBLS; ENVIRO FEE |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 534.00    | LABOR                                             |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 1,068.00  | LABOR                                             |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 1,126.00  | LABOR                                             |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 1,228.50  | LABOR                                             |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 1,304.00  | LABOR                                             |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 1,389.00  | LABOR                                             |
| 01/28/2025 | ACH    | Tractor & Equipment            | Solid Waste      | \$ | 9.98      | Tee pipe for Landfill unit 0255                   |
| 01/28/2025 | ACH    | Tractor & Equipment            | Street/Traffic   | \$ | 800.00    | SHIPPING                                          |
| 01/28/2025 | ACH    | Tractor & Equipment            | Street/Traffic   | \$ | 390.00    | WINDSHIELD                                        |
| 01/28/2025 | ACH    | Tractor & Equipment            | Street/Traffic   | \$ | 859.50    | WINDSHIELD                                        |
| 01/28/2025 | 877602 | Unemployment Ins Contributions | Payroll Clearing | \$ | 37,569.90 | December 31, 2024 4th Quarter Unemployment        |

## City Council Regular

**Date:** 02/24/2025  
**Title:** Public Hearing & Resolution for Nuisance Property Abatement Assessments  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** Yes  
**Legal Review:** No  
**Project Number:** N/A

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### RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

A nuisance property abatement assessment resolution has been completed, and the assessment is ready to be placed on the taxes for the following properties.

(A01587) For the property located at 607 S 32<sup>nd</sup> St in Billings, MT. A case for open storage and obstruction of a public right of way. The case was opened on 12/18/23 with the first notice being sent out on 12/23/23. On 03/25/24 a Notice to Appear was issued with no results from the previous notices and visits. 5/8/24 Property owner Joel Stone failed to appear for his Court date. I presented my case to Judge Kolar and she ruled in favor of the City for an Abatement. On 9/17/24, 9/24/2024 and 10/2/2024 City of Billings Code Enforcement/Solid Waste and Labor Detail removed open storage in the yards, alley and boulevard of this address. The invoice was mailed on 11/08/2024. Total charges \$3,763.17.

(A04984) For the property located at 2012 Virginia Lane in Billings, MT. A case for open storage and living in RV. The case was opened on 12/21/2023 with the first notice being sent out. After multiple notices and phone calls to get this property cleaned up, the property remained out of compliance. On 4/16/24 owner Laverne Bass was cited into court for 05/08/24. After gaining the abatement, I worked with Mr. Bass on the property on what needed to be cleaned up and things progressed but got worse over time. After working for months, an abatement needed to be done. Abatement was scheduled for 10/22/24 and completed in a couple hours. The invoice was mailed on 11/08/2024. Total charges \$337.39.

### ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the abatement.

### FISCAL EFFECTS

The assessments total \$4,100.56 and will reimburse the General Fund.

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### Attachments

Resolution Nuisance Abatement

**RESOLUTION NO. 25 \_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL TAX UPON  
PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA,  
TO DEFRAY THE COST OF ABATEMENT.**

WHEREAS, Billings, Montana City Code, Section 18-301, et seq. sets forth the procedures to be followed (a) to designate property within the City of Billings as a nuisance, and (b) to abate such a nuisance when ordered to do so by the Municipal Court.

WHEREAS, Section 18-305 provides that the property owner will be sent an abatement expense report for the subject property and will be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as the nonpayment of property taxes. The owners of the property described on Exhibit A have been sent an assessment notice for abatement expenses incurred pursuant to Section 18-301, et seq., but the property owner has not reimbursed the City for its expenses set forth in the report or any part thereof. Further, City policy dictates that the City Clerk shall prepare and present a Resolution containing a list of the properties to be assessed, the recorded owners, and the amount of the cost for abatement, not to exceed the statutory amount for a Municipal Court judgement as in MCA 3-11-103, as amended.

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

1. LEVYING OF SPECIAL TAX. That for the purpose of collecting funds to defray the cost of abatement, there is hereby levied and assessed a special tax upon the owners and the lots or parcels described on the list attached hereto.

2. ASSESSMENT AND COLLECTION. Said tax shall be placed upon the assessment rolls and collected in the same manner as other taxes.

3. DISPOSITION OF COLLECTIONS. Pursuant to Section 18-305(6)k. BMCC, monies collected from taxes shall be paid into a special abatement fund established to account for costs, collections, and transactions necessary to the efficient operation of the Nuisance Abatement program. Assessment funds collected will be returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

4. NOTICE OF HEARING. On Monday, February 24, 2025, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the **24<sup>th</sup>** day of **February, 2025.**

CITY OF BILLINGS:

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

ATTEST:

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

Denise R. Bohlman, CITY CLERK

*Exhibit A*

| Owner Name   | Address                    | Tax Code | Assessed Amount |
|--------------|----------------------------|----------|-----------------|
| Laverne Bass | 2012 Virginia Ln.          | A04984   | \$337.39        |
| Joel Stone   | 607 S 32 <sup>nd</sup> St. | A01587   | \$3,763.17      |

**City Council Regular**

**Date:** 02/24/2025  
**Title:** Public Hearing & Resolution for Weed Assessments  
**Presented by:** Andy Zoeller, Finance Director  
**Department:** Finance  
**Presentation:** Yes  
**Legal Review:** No  
**Project Number:** N/A

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**RECOMMENDATION**

Staff recommends that the City Council conduct a public hearing and pass the attached assessment resolution authorizing staff to alter list if the assessments are paid prior to submitting to the County Treasurer.

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

The annual weed assessments have been completed and are ready to be placed on the tax rolls by the attached resolution.

Pursuant to the Billings, Montana City Code (BMCC), Section 25-304, property owners are notified in writing and given ten (10) days from the date of the notice of noncompliance to exterminate weeds or tall grass from their property. If owners fail to cut the vegetation, the City may cut it and assess the costs to the real property, together with an additional administrative fee of 25% of the cost of removal, plus a \$25 penalty. If the charges are not paid within a given time, the costs and penalties constitute a lien on the property and special assessments may be levied. The General Fund initially pays the costs, so the collected assessments reimburse those expenses.

The properties on the attached list had weeds removed from them during the growing season, the owners did not pay the charges and the properties may be assessed to recover the costs, penalty and fee.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve, in which case the property owners will not be assessed, and the General Fund will be responsible for paying for the weed removal.

**FISCAL EFFECTS**

The assessments total \$9,182.76 and the payments will reimburse the General Fund.

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**Attachments**

Resolution Weed Abatement

**RESOLUTION NO. 25\_\_\_\_\_**

**A RESOLUTION LEVYING A SPECIAL TAX UPON PROPERTY WITHIN THE CITY OF BILLINGS, MONTANA, TO DEFRAY THE COST OF CUTTING AND/OR EXTERMINATING WEEDS.**

WHEREAS, Billings, Montana City Code, Section 25-307, provides that the City Clerk shall prepare and present a resolution containing a list of all parcels of land in the City, from which and adjacent to which, the weeds were cut, exterminated and/or removed, and such list shall contain opposite the number of such lots or description of such parcels of land, the name of the owner, if known, and the amount of cost for cutting and removing such weeds.

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

1.     LEVYING OF SPECIAL ASSESSMENT.     That for the purpose of collecting funds to defray the cost of cutting and removing of weeds, there is hereby levied an assessment upon the owners and the lots or parcels described on the list attached hereto.
2.     ASSESSMENT AND COLLECTION.     Said assessment shall be placed upon the assessment rolls and collected in the same manner as other assessments.
3.     DISPOSITION OF COLLECTIONS.     All monies collected from the assessment shall be paid to the General Fund of the City of Billings.

4. NOTICE OF HEARING. On Monday, February 24<sup>th</sup>, 2025, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED and APPROVED by the City Council on the 24<sup>th</sup> day of February, 2025.

CITY OF BILLINGS:

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

ATTEST:

BY: \_\_\_\_\_  
Denise R. Bohlman, CITY CLERK



Exhibit A

| NAME                               | MOWING ADDRESS        | TAX CODE | AMOUNT      |
|------------------------------------|-----------------------|----------|-------------|
| BRADY, SEAN                        | 2635 LEWIS AVENUE     | A140497  | \$ 190.00   |
| CDF PROPERTIES LLC                 | 25 S. 37TH STREET W.  | A27253   | \$ 298.75   |
| CDF PROPERTIES LLC                 | 3611 MOUNT RUSHMORE   | A27254   | \$ 311.27   |
| CDF PROPERTIES LLC                 | 3655 MOUNT RUSHMORE   | A27255   | \$ 340.50   |
| COUGAR CONSTRUCTION AND REMODELING | 2330 GLENGARRY LANE   | A35437   | \$ 190.00   |
| DAVID W KLIMPER TRUST              | 2211 8TH AVENUE NORTH | A02102   | \$ 215.00   |
| DAWSON MARK                        | 4102 HEADWATER LN     | A34946B  | \$ 215.00   |
| HERSEY, JOSEPH L                   | 522 S 35TH ST         | A14074   | \$ 190.00   |
| HILARIO MARK & CHUCK               | 4128 STATE AVENUE     | A06931   | \$ 215.00   |
| PRICE AMY                          | 5129 CLEMSON DR       | A35458   | \$ 215.00   |
| PRICE AMY                          | 2611 TULANE DR        | A35544   | \$ 215.00   |
| PRICE AMY                          | 2603 TULANE DR        | A35546   | \$ 215.00   |
| PRICE AMY                          | 5107 AMHERST          | A35547   | \$ 215.00   |
| PRICE AMY                          | 2607 TULANE DR        | A35545   | \$ 215.00   |
| RIVERA, CHRIS                      | 202 3 39TH ST         | A08900   | \$ 190.00   |
| ROBERT WILLIAM FRASER IV TRUST     | 2781 VIGILANTE TRAIL  | D04851A  | \$ 190.00   |
| ROCKIN IN THE EBURD LLC            | 1625 2ND AVENUE NORTH | A00490   | \$ 669.36   |
| SPILL, BRADLEY H.                  | 205 GRAND AVENUE      | A11993   | \$ 190.00   |
| SQUARE 106, LLC                    | 2250 KING AVENUE EAST | A34238   | \$ 462.13   |
| SQUARE 106, LLC                    | 2256 KING AVENUE EAST | A34238A  | \$ 440.75   |
| TOLENTINO, JOSHUA D                | 3319 RIMROCK RD       | A06464   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7030 COPPER BEND      | A37418   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7024 COPPER BEND      | A37419   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7065 COPPER BEND      | A37431   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7012 COPPER BEND      | A37421   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7018 COPPER BEND      | A37420   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7036 COPPER BEND      | A37417   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7053 COPPER BEND      | A37433   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7047 COPPER BEND      | A37434   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7042 COPPER BEND      | A37416   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7041 COPPER BEND      | A37435   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7005 COPPER BEND      | A37441   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7011 COPPER BEND      | A37440   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7017 COPPER BEND      | A37439   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7023 COPPER BEND      | A37438   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7035 COPPER BEND      | A37436   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7059 COPPER BEND      | A37432   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7029 COPPER BEND      | A37437   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7048 COPPER BEND      | A37415   | \$ 190.00   |
| WH COPPER RIDGE 54 LLC             | 7004 BRONZE           | A37442   | \$ 190.00   |
|                                    |                       |          | \$ 9,182.76 |

## City Council Regular

**Date:** 02/24/2025  
**Title:** Annexation 24-05, Resolution to Annex Annafeld Subdivision, 6th Filing  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00236

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### RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the petitioned property with the staff recommended conditions of approval.

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

Sanbel on behalf of McCall Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Elysian Road and east of East Lane. The land being annexed is described as:

#### Area #1:

A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being Lot 4A of the Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing; And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southeast corner of said Lot 4A; thence, from said Point of Beginning and leaving the city limits line, S 89°57'56" W along the south line of said Lot 4A, a distance of 659.38 feet to the southwest corner of said Lot 4A; thence, N 00°09'03" W along the west line of said Lot 4A, a distance of 637.83 feet to the northwest corner of said Lot 4A; thence, S 89°57'58" E along the north line of said Lot 4A, a distance of 389.13 feet a northeasterly corner of said Lot 4A, said corner also being on the existing city limits line; thence along said city limits line and the northerly and easterly lines of said Lot 4A, the following seven (7) courses and distances:

1. S 00°02'02" W a distance of 29.81 feet;
2. S 89°57'58" E a distance of 184.98 feet;
3. S 00°02'02" W a distance of 155.58 feet;
4. S 89°57'58" E a distance of 185.93 feet;
5. S 00°08'35" E a distance of 246.53 feet;
6. S 89°57'56" W a distance of 100.00 feet;
7. S 00°08'35" E a distance of 205.00 feet to said Point of Beginning;

said described tract having an area of 9.7246 acres, more or less; including all adjacent right-of-way of East Lane; said tract also being as shown on attached 'Annexation Exhibit'; and

#### Area #2:

A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being Lot 5A-1 of said Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line also being the northeast corner of said Lot 5A-1; thence, from said Point of Beginning, along said exiting city limits line, the following three (3) course and distances:

1. S 00°02'02" W a distance of 361.07 feet;
2. N 89°57'58" W a distance of 76.01 feet;
3. S 00°02'02" W a distance of 42.93 feet to a point being the southeastern-most corner of said Lot 5A-1; thence, leaving said city limits line and continuing along the south line of said Lot 5A-1, N 89°57'58" W a distance of 181.33 feet to the southwest corner of said Lot 5A-1; thence N 00°09'03" W along the west line of said Lot 5A-1, a distance of 403.71 feet to the northwest corner of said Lot 5A-1; thence N 89°58'09" E along the north line of said Lot 5A-1, a distance of 258.64 feet to said Point of Beginning; said described tract having an area of 2.3170

acres, more or less; said tract also being as shown on attached 'Annexation Exhibit'; and

#### Area #3:

A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being the southerly 30.00 feet of the westerly 467.35 feet of Tract 2A of Amended Tract 2, Certificate of Survey No. 3592, Document No. 4044778; said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southwest corner of said Tract 2A; thence, from said Point of Beginning, N 00°09'54" W along the west line of said Tract 2A and the existing city limits line, a distance of 30.00 feet; thence, leaving said west line and city limits line, N 89°58'09" E a distance of 467.35 feet to a southeasterly corner of said Tract 2A, said corner also being on the existing city limits line; thence along the east line of said Tract 2A and the city limits line, S 00°09'54" E a distance of 30.00 feet to the southeastern-most corner of said Tract 2A; thence, leaving said city limits line and continuing along the south line of said Tract 2A, S 89°58'09" W a distance of 467.35 feet to said Point of Beginning; said described tract having an area of 0.3219 acres, more or less;

The property is zoned PUD- Planned Unit Development. This is a zoning district recognized by the City.

It is the City's custom to have staff prepare a brief analysis of predicted impacts to services and facilities. Staff finds the proposed annexation complies with the adopted Annexation Policy criteria as follows:

1. The area must be located within Zone 1 or Zone 3 of the Limits of Annexation Map.
  - Area is within Zone 1.
2. The City must be able provide adequate city services at a cost acceptable to the City within a time period mutually agreed to by the property owners requesting annexation and the City.
  - Annexation is part of a proposed subdivision. Improvements will be handled through the Annafeld, 6th Filing Subdivision Improvement Agreement.
3. Existing or proposed public improvements within the area to be annexed must meet City standards.
  - Improvements will be built to City standards and handled through the Annafeld 6th Filing Subdivision Improvement Agreement.
4. All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts.
  - A Waiver of Right to Protest the creation of Special Improvement Districts is included with the Annafeld, 6th Filing Subdivision Improvement Agreement.
5. All residential property owners within the area to be annexed must create or join an existing park maintenance district.
  - Park Maintenance District #4041 will be utilized for any additional parkland for this area.
6. Residential densities planned for development within the area to be annexed must meet an overall average minimum density of primary dwelling units per acre as per the current City of Billings Growth Policy or similar planning documents.
  - Area will be developed according to the proposed Annafeld, 6th Filing Subdivision, with an average density of 10 dwelling units per acre.
7. The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.
  - The proposed annexation is consistent with the following goals of the Growth Policy:
    1. Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods): Neighborhoods that are safe and attractive and provide essential services are much desired.
    2. Home Base (healthy, safe and diverse housing options): Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
    3. Essential Investments (relating public and private expenditures to public values): Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings. Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community.

Departmental Response: City and County Departments were given the opportunity to comment on this annexation. City departments responded favorably, and detailed responses are provided below.

- Water and Sanitary Sewer: Public water and sanitary sewer service is available to the property proposed for annexation. The water service for this subdivision will consist of new 12-inch water main in Street 1 (temporary name), East Lane and in a portion of St. Peter Lane (north of Street 1 (temporary name)). 8-inch water mains will be installed in the remaining streets in Annafeld Subdivision, 6th Filing. Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. Sanitary sewer service to Annafeld Subdivision, 6th

Filing Phase 1 and Phase 3 will be provided by connecting to the existing 8-inch gravity sanitary sewer mains located in Eva Marie Lane, St Peter Lane, and Johannis Meadow Lane

- Storm water: Any development will be compliant with the adopted Stormwater Management Manual.
- Transportation: The area will be accessed from East Lane, Eva Marie Lane, St Peter Lane, and Johannis Meadow Lane. All of these streets are developed rights of way.
- Fire Stations: The Billings Fire Department currently serves the subject property through the Billings Urban Fire Service Area agreement. The Billings Fire Department will continue to serve the property upon annexation. As this and additional annexations are built out, additional fire department resources will be needed to meet and maintain our high level of service due to the increased call volume and burden on our department these annexations create. The nearest fire station, Fire Station #5, is located at 605 S 24th Street West, which is 2.87 road miles, or 6 minutes away.
- Parks: No Parkland or Trails will be required as part of this annexation, however parkland is being dedicated as part of the subsequent subdivision process.
- School facilities: Elysian School (School District #23) provides service to students within this subdivision for elementary and middle school. School District #2 provides service to students within this subdivision for high school (West High School). Elysian School did not respond. School District #2 responded stating West High School is over capacity at this time, with 2176 students attending out of a maximum capacity of 1731 students.

General City Services: These are the City services that are provided to all residents and businesses in the City, such as police and fire protection, street and storm drain maintenance, and garbage collection and disposal. The service providers that responded did not object to the annexation of this property.

- Police: This area receives service but is a bit disjointed from other areas. There is adequate ingress/egress and there will be no need to modify beat structures at this time. Recent staffing additions will help provide service to this area. However, continued development and annexations without commensurate resources will adversely affect ability to deliver service.
- Public Utilities: The Public Works-- Distribution and Collection Division had no concerns with the annexation request.
- Public Works -Street and Traffic Division: The Street and Traffic Division stated that it has no concerns with serving the property.
- Public Works-Solid Waste: The Solid Waste Division had no concerns with annexing the property, but pointed out that State Law allows the property owner to choose what garbage hauler may service the property after it is in the City.
- Ambulance Service: The City does not provide ambulance service, however it does dictate the level of service provided by American Medical Response (AMR). By City ordinance, 90% of ambulance calls must be answered within 8 minutes. Depending on factors at any given time such as traffic and congestion, this property may be within the area of acceptable response time.
- Legal and Finance: General Fund services, such as the Legal and Finance Departments should not be negatively impacted by this annexation.
- Other Departments: City/County services including Library, Planning, and Environmental Health are only slightly affected by the annexation since they will continue to serve the property whether it is in the City or the County.

The Planning Division staff supports the annexation because it is consistent with the Limits of Annexation map and the criteria of the annexation policy has been met. Further, coordination with other departments does not raise concerns that cannot be mitigated. These decisions have a cumulative affect, therefore, City Council is being provided with a recommendation of approval.

## **STAKEHOLDERS**

Annexation by petition does not require notification of adjoining landowners; however, it does require that the City Council conduct a public hearing, advertise the hearing, and post the property with information on the annexation petition and public hearing. Notice of the public hearing was posted on the property and was advertised in the Yellowstone County News.

## **ALTERNATIVES**

The City Council may

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. On December 2, 2024, the annexation petition was submitted to the Planning Division by the owner's agent. On February 24, 2025, the City Council is scheduled to take

action on the petition.

**FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

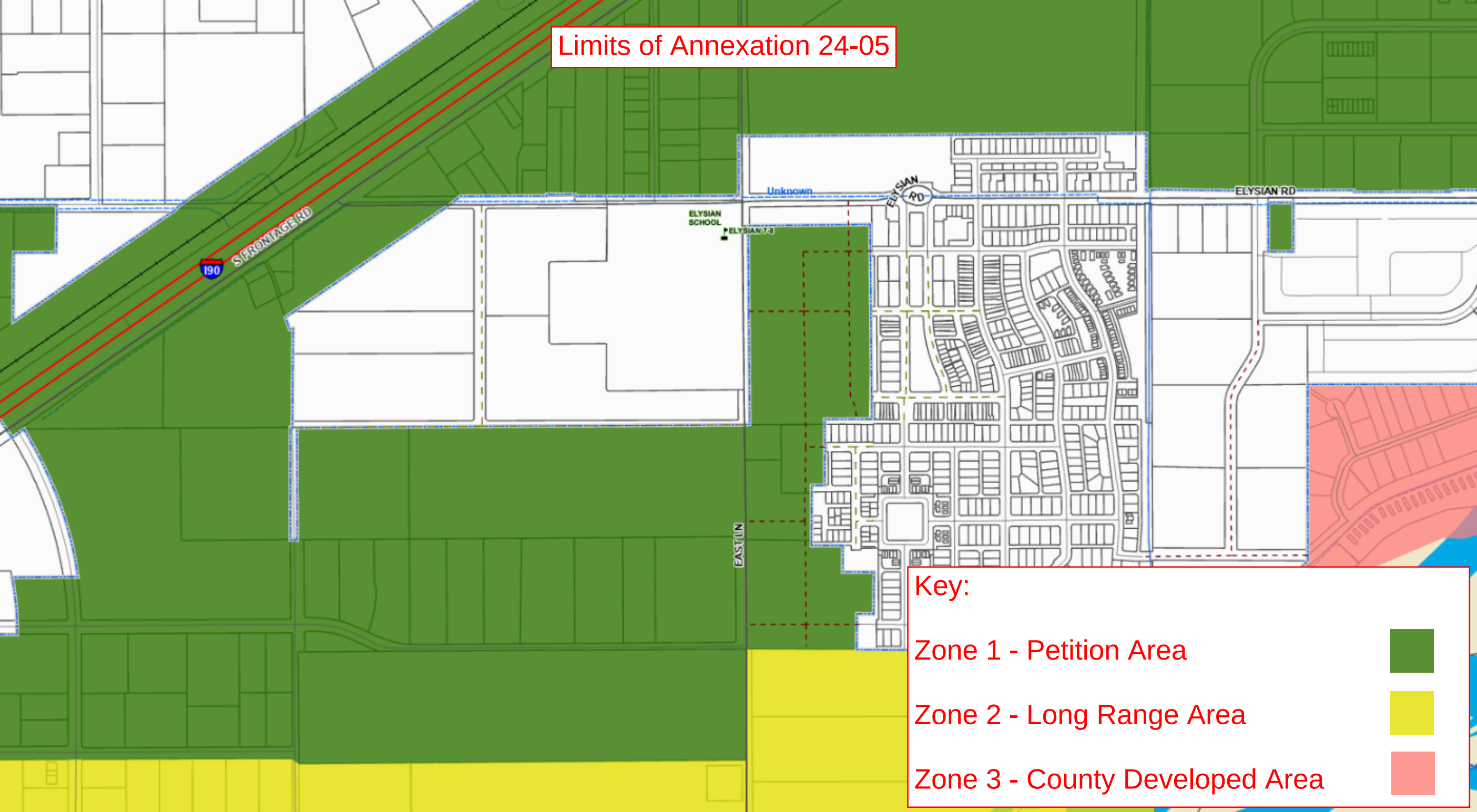
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**Attachments**

Limits of Annexation

Annexation Resolution 24-05

## Limits of Annexation 24-05



Key:

## Zone 1 - Petition Area

## Zone 2 - Long Range Area

## Zone 3 - County Developed Area

## RESOLUTION NO. 25 -

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

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

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

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

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

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

#### Area #1:

A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being Lot 4A of the Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southeast corner of said Lot 4A; thence, from said Point of Beginning and leaving the city limits line, S 89°57'56" W along the south line of said Lot 4A, a distance of 659.38 feet to the southwest corner of said Lot 4A; thence, N 00°09'03" W along the west line of said Lot 4A, a distance of 637.83 feet to the northwest corner of said Lot 4A; thence, S 89°57'58" E along the north line of said Lot 4A, a distance of 389.13 feet a northeasterly corner of said Lot 4A, said corner also being on the existing city limits line; thence along said city limits line and the northerly and easterly lines of said Lot 4A, the following seven (7) courses and distances:

- 1) S 00°02'02" W a distance of 29.81 feet;
- 2) S 89°57'58" E a distance of 184.98 feet;
- 3) S 00°02'02" W a distance of 155.58 feet;
- 4) S 89°57'58" E a distance of 185.93 feet;



- 5) S 00°08'35" E a distance of 246.53 feet;
- 6) S 89°57'56" W a distance of 100.00 feet;
- 7) S 00°08'35" E a distance of 205.00 feet to said Point of Beginning;

said described tract having an area of 9.7246 acres, more or less; including all adjacent Right-Of-Way of East Lane; said tract also being as shown on attached 'Annexation Exhibit'; and

**Area #2:**

A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being Lot 5A-1 of said Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line also being the northeast corner of said Lot 5A-1; thence, from said Point of Beginning, along said exiting city limits line, the following three (3) course and distances:

- 1) S 00°02'02" W a distance of 361.07 feet;
- 2) N 89°57'58" W a distance of 76.01 feet;
- 3) S 00°02'02" W a distance of 42.93 feet to a point being the southeastern-most corner of said Lot 5A-1; thence, leaving said city limits line and continuing along the south line of said Lot 5A-1, N 89°57'58" W a distance of 181.33 feet to the southwest corner of said Lot 5A-1; thence N 00°09'03" W along the west line of said Lot 5A-1, a distance of 403.71 feet to the northwest corner of said Lot 5A-1; thence N 89°58'09" E along the north line of said Lot 5A-1, a distance of 258.64 feet to said Point of Beginning;

said described tract having an area of 2.3170 acres, more or less; said tract also being as shown on attached 'Annexation Exhibit'; and

**Area #3:**

A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being the southerly 30.00 feet of the westerly 467.35 feet of Tract 2A of Amended Tract 2, Certificate of Survey No. 3592, Document No. 4044778; said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southwest corner of said Tract 2A; thence, from said Point of Beginning, N 00°09'54" W along the west line of said Tract 2A and the existing city limits line, a distance of 30.00 feet;

thence, leaving said west line and city limits line, N 89°58'09" E a distance of 467.35 feet to a southeasterly corner of said Tract 2A, said corner also being on the existing city limits line; thence along the east line of said Tract 2A and the city limits line, S 00°09'54" E a distance of 30.00 feet to the southeastern-most corner of said Tract 2A; thence, leaving said city limits line and continuing along the south line of said Tract 2A, S 89°58'09" W a distance of 467.35 feet to said Point of Beginning;

said described tract having an area of 0.3219 acres, more or less;

(# 24-05) See Exhibit "A" Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

- Within 45 working days and prior to site development, a mutually acceptable Annexation Agreement shall be executed between the owner(s) and the City that shall stipulate, among other things, specific infrastructure improvements and right-of-way dedication, provide guarantees for said improvements, and include a Waiver of Right to Protest the creation of special improvement districts which will be recorded with the Yellowstone County Clerk and Recorder.

If the above conditions are not satisfied as set forth herein, the annexation will not be effective and any subsequent requests for annexation of the property legally described within this resolution shall be processed as a new petition for annexation.

3. EFFECTIVE DATE. This resolution to annex the above-described territory shall be effective immediately upon satisfaction of all conditions. If the above condition(s) are not satisfied, this resolution shall be null and void and shall have no effect.
4. PROCEDURE. All procedures as required under M.C.A., Title 7, Chapter 2, Part 46, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 24<sup>th</sup> Day February, 2025.

CITY OF BILLINGS:

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

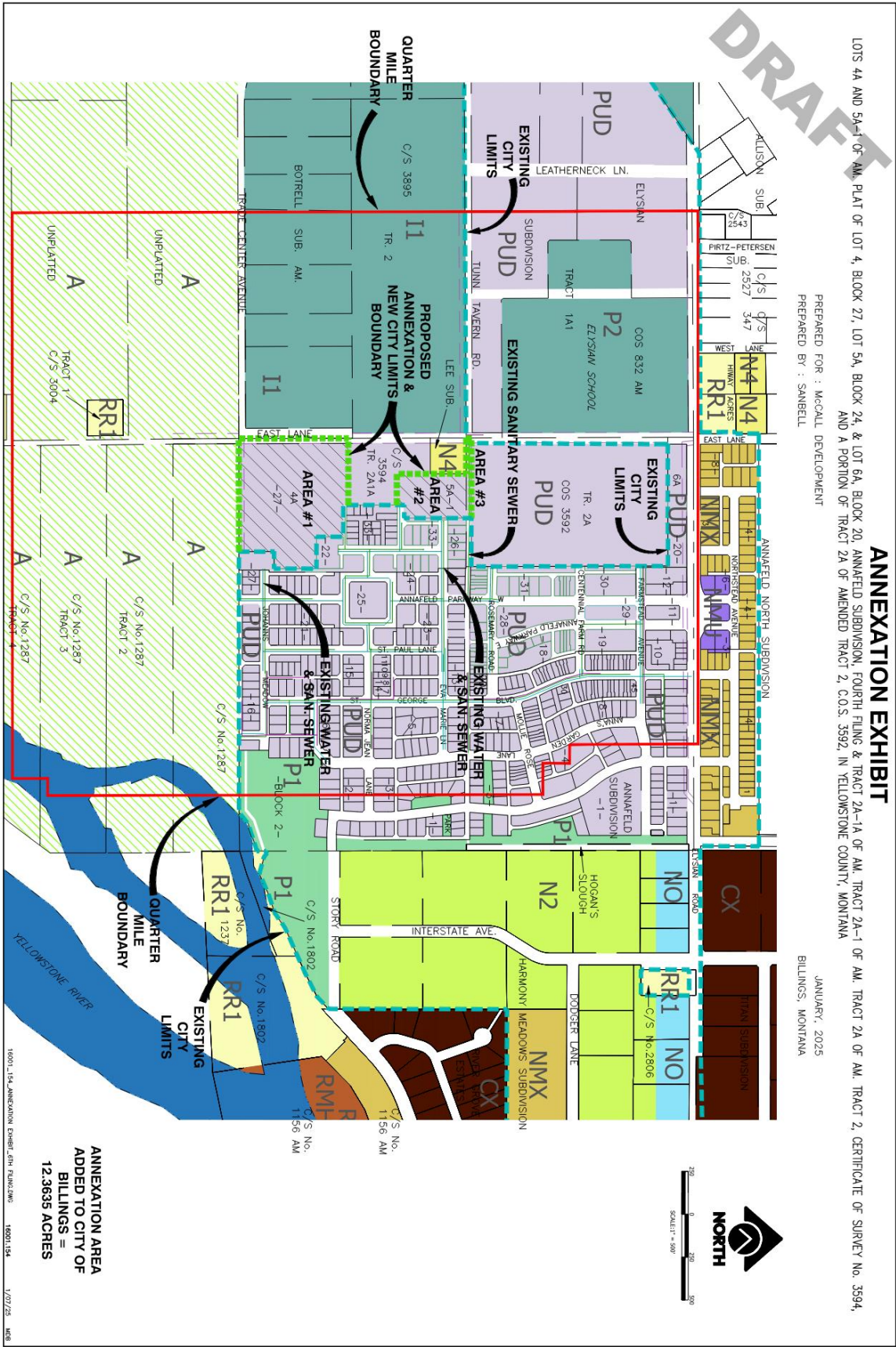
William A. Cole, Mayor

ATTEST:

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

Denise R. Bohlman, City Clerk  
(# 24-05)

EXHIBIT 'A'



## City Council Regular

**Date:** 02/24/2025  
**Title:** Annafeld Subdivision, 6th Filing - Preliminary Plat  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** Yes  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00227

---

## RECOMMENDATION

The Planning Board recommends to the City Council that the preliminary plat of Annafeld Subdivision, 6th Filing, be conditionally approved and the Findings of Fact adopted as presented in the staff report.

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

On December 2, 2024, Sanbel, on behalf of McCall Development, Inc., applied for Preliminary Major Plat approval for Annafeld Subdivision, 6th Filing. The proposed subdivision creates 87 lots for development over three (3) phases. The subject property is generally located south of Elysian Road and east of East Lane. The property is zoned PUD - Planned Unit Development. The land is currently vacant. There is a concurrent Annexation Petition (AN-24-05) for the portions of this subdivision still outside city limits that is being executed at the same time as this preliminary plat.

## VARIANCES

No variances are requested.

## PROPOSED CONDITIONS OF APPROVAL

1. Prior to Final Plat approval, the applicant shall provide names for the streets to the Land Management Coordinator for approval and list these approved street names on the final plat, Subdivision Improvements Agreement (SIA), and other supporting documents.
2. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal, or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, as well as the rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

## PROCEDURAL HISTORY

Pre-Application Meeting: September 26, 2024  
Preliminary Plat application submitted to Planning Division: December 2, 2024  
Departmental Review Meeting: December 19, 2024  
Preliminary Plat Resubmittal: December 26, 2024  
Planning Board Plat Review: January 14, 2025  
Planning Board Public Hearing: January 28, 2025  
Preliminary Plat to City Council: February 24, 2025  
60 Working-Day Preliminary Plat Review period ends: February 28, 2025

## PLAT INFORMATION

General Location: South of Elysian Road and east of East Lane  
Legal Description: Lot 4A, Block 27 & Lot 5A-1, Block 24 of Annafeld Subdivision, 4th Filing and Lot 10, Block 26 and Lot 15, Block 22 of Annafeld Subdivision, 5th Filing  
Owner/Subdivider: McCall Development, Inc.  
Engineer/Surveyor: Sanbel  
Existing Zoning: PUD - Planned Unit Development  
Existing Land Use: Vacant  
Proposed Zoning: PUD - Planned Unit Development  
Proposed Land Use: Residential

Gross & Net Area: 13.54 Acres / 8.49 Acres

Lot Size:

Minimum: 2,836 Square Feet

Maximum: 12,531 Square Feet

Phases: Subdivision will be completed in three (3) phases.

Parkland Requirements: 0.93 Acres Required, 0.49 Acres of private parkland provided with this plat. The parkland dedication has been met through the dedication of private park area within Annafeld Subdivision, 6th Filing and with additional public and private park dedication with Annafeld Subdivision, First, Second, Third, Fourth and Fifth Filings. A park plan will be provided when the plat is presented to explain the park provisions.

### **Traffic Impact Study - Summary**

- Development is 49 single-family lots and 22 townhomes in Phase 1 and an additional 15 single-family lots in Phase 2 generating a total of 762 estimated average weekday trips in the full build out.
- Studied intersections were:
  - Muldowney Ln & Midland Rd/S Frontage Rd
  - South Frontage Rd & East Ln
  - Elysian Rd & S Frontage Rd
  - Elysian Rd & East Ln
  - Elysian Rd & Walter Creek Blvd
  - Muldowney Ln & Elysian Rd
- Conclusions and Recommendations:
  - Study intersections are anticipated to operate similarly to existing conditions at the time of full build out.
  - A northbound right-turn lane is warranted at the Elysian Rd/S Frontage Rd intersection, and a westbound left-turn lane is projected to be warranted at East Ln & S Frontage Rd by 2028. The warranted turn lanes would have little to no impact on capacity operations. These improvements are on streets under Montana Department of Transportation jurisdiction. The City has sent the information to MDT for consideration and comment.
- Intersection contributions (to be spent at their respective intersection at a future date) are as follows:
  - Muldowney Ln & Midland Rd/S Frontage Rd = \$7,875
  - Muldowney Ln & Elysian Rd = \$9,360
  - Elysian Rd & East Ln = \$4,500
  - Elysian Rd & S Frontage Rd = \$3,555
  - S Frontage Rd & East Ln = \$1,575

### **STAKEHOLDERS**

#### **Planning Board Public Hearing - January 28, 2025**

Planner Hunter Kelly made his presentation to the Board and opened for questions. Board member Alexis Bonogofsky inquired about how the intersection contributions are tabulated, with Hunter responding that said calculations are outside his area of expertise and would be better answered by Public Works staff or the applicant. The Board had no more questions for staff. Gary Owen, the applicant's agent, was invited to speak. Gary was able to give specifics regarding how intersections contribution amounts mentioned in the Traffic Impact Statement were calculated, to the Board's satisfaction. Board member John Staley asked for clarification regarding the parkland maintenance, with Gary stating the HOA of the Annafeld Subdivision has been maintaining the parkland. Greg McCall spoke further to expound on the history of the parkland at Annafeld. Board member John Staley offered his gratitude towards Annafeld Subdivision for having an abundance of parkland.

Board President Roger Gravgaard then opened the public hearing. There were no comments. Board President Gravgaard then closed the public hearing.

Board member John Staley motioned to conditionally approve Annafeld Subdivision, 6th Filing with the four (4) aforementioned conditions and adopt the Findings of Fact adopted as presented in the staff report. The motion was seconded by Board member Alexis Bonogofsky. Motion was approved with a unanimous vote.

### **ALTERNATIVES**

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60-working-day review period for the proposed plat ends February 28, 2025. State and City subdivision regulations also require that preliminary plat be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60-working-day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

## **FISCAL EFFECTS**

This preliminary plat will have no fiscal impact on the Planning Division.

## **SUMMARY**

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City departments, private service/utility providers and the affected school districts, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

---

## **Attachments**

Preliminary Plat  
Draft Subdivision Improvement Agreement  
Findings of Fact  
Mayor's Letterhead



PRELIMINARY PLAT OF  
**ANNAFELD SUBDIVISION, SIXTH FILING**

BEING LOT 4A, BLOCK 27 AND LOT 5A-1, BLOCK 24 OF AMENDED PLAT OF LOT 4, BLOCK 27 LOT 5A, BLOCK 24, AND LOT 6A  
BLOCK 20 ANNAFELD SUBDIVISION FOURTH FILING AND LOT 10, BLOCK 26 AND LOT 15, BLOCK 22 OF ANNAFELD SUBDIVISION, FIFTH FILING  
SITUATED IN THE NW1/4 OF SECTION 19, T. 1S., R. 26E., P.M.M., IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

OCTOBER, 2024

PREPARED BY : **sanbell**

BILLINGS, MONTANA

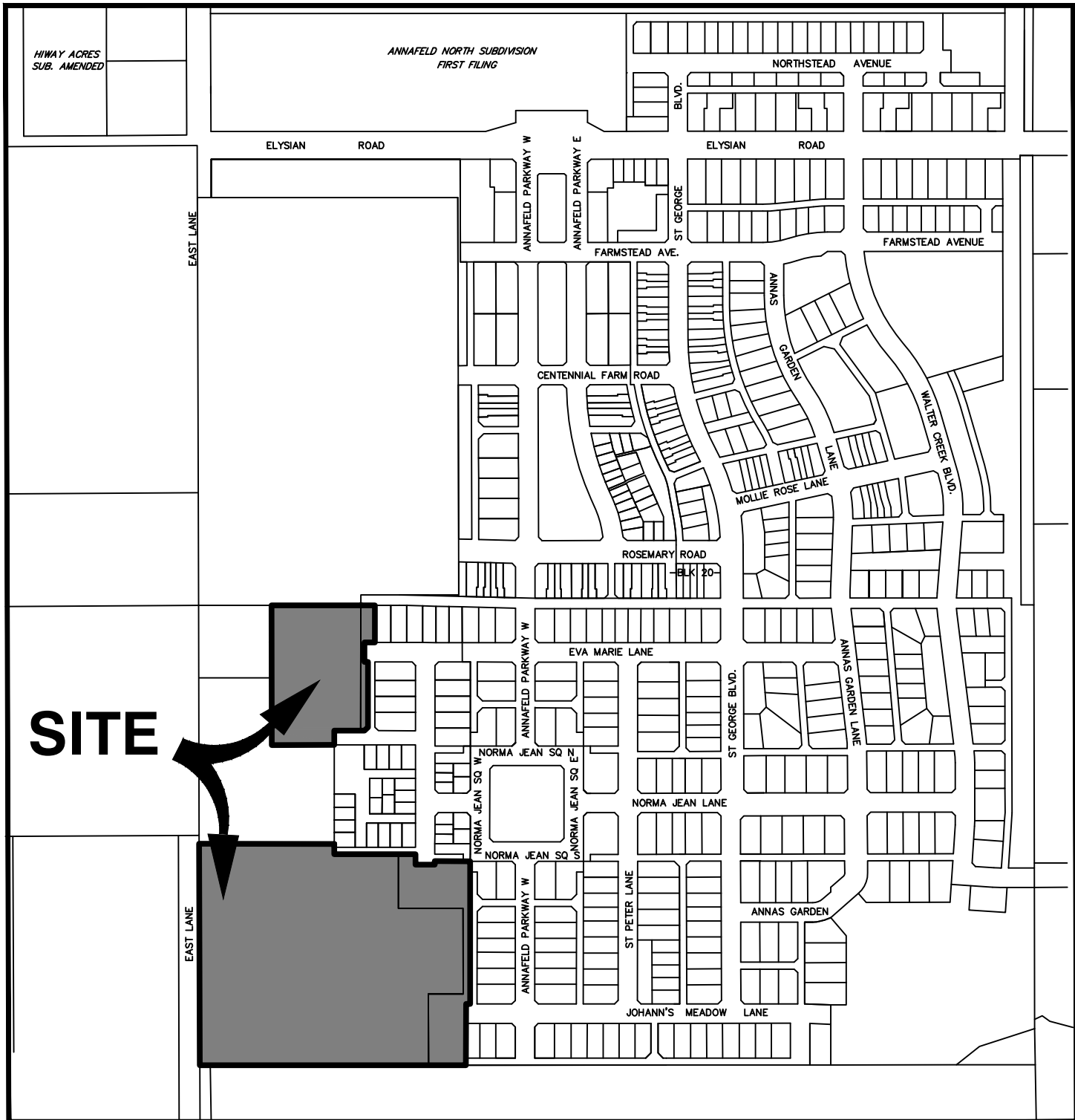
BASIS OF BEARINGS: PLAT OF ANNAFELD  
SUBDIVISION, SECOND FILING  
NOTE: ALL CURVES ARE TANGENT AND ALL  
PROPERTY LINES INTERSECTING CURVES ARE  
RADIAL UNLESS OTHERWISE NOTED.

**PLAT DATA**

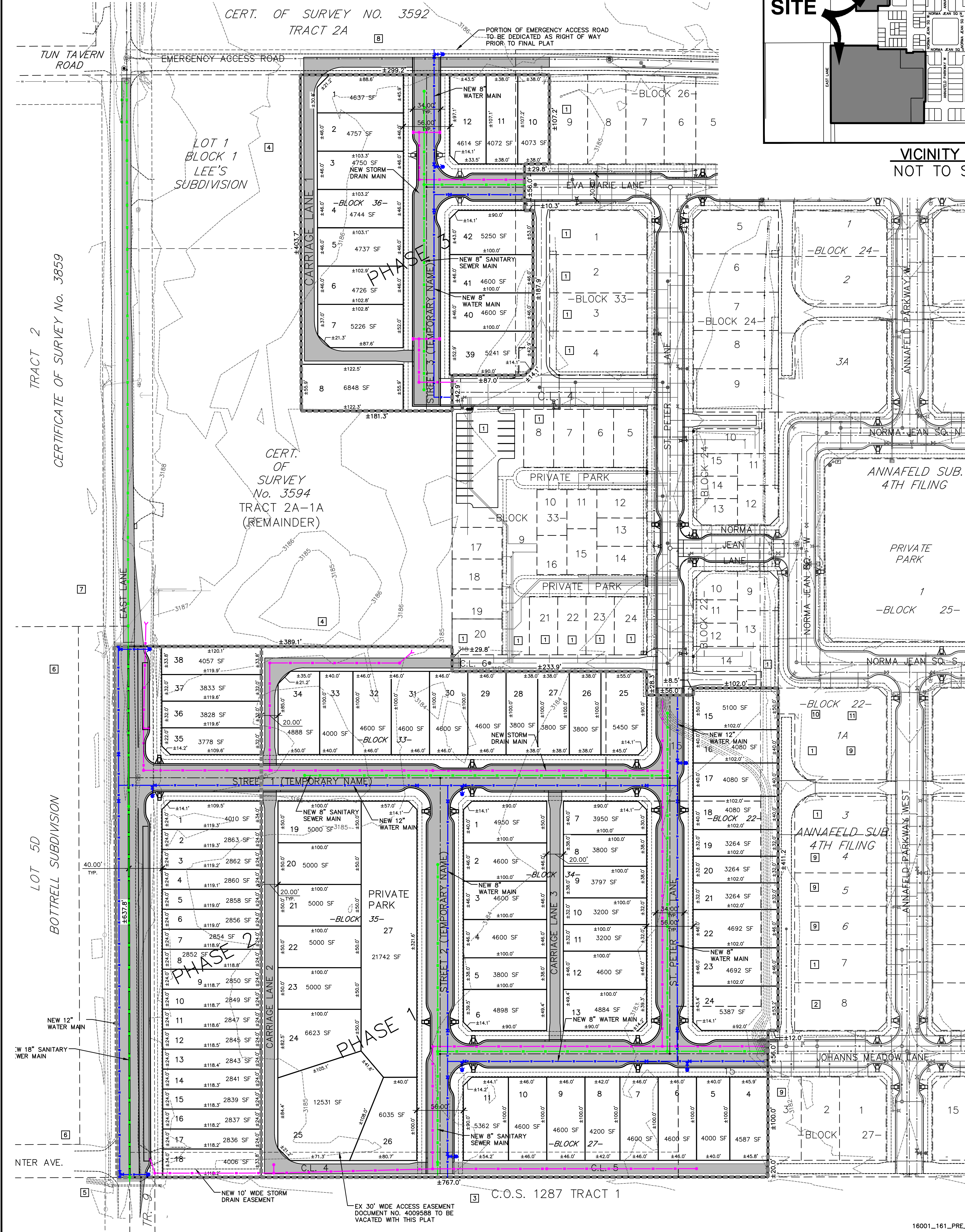
GROSS AREA = 13.536 ACRES  
NET AREA = 8.486 ACRES  
NUMBER OF LOTS = 87  
MINIMUM LOT SIZE = 2836 S.F.  
MAXIMUM LOT SIZE = 12,531 S.F.  
LINEAL FEET OF STREETS = ±3135 L.F.  
PARKLAND REQUIREMENT = 0.933 ACRES  
PARKLAND DEDICATION = 0.499 ACRES AND  
PREVIOUS FILINGS  
EXISTING ZONING = PUD  
SURROUNDING ZONING:  
NORTH = PUD  
SOUTH = PUD AND AGRICULTURAL  
EAST = PUD  
WEST = I1 AND N4  
EXISTING LAND USE = VACANT  
PROPOSED LAND USE = RESIDENTIAL

**OWNERSHIPS**

- |   |                                                                                   |    |                                                                             |
|---|-----------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------|
| 1 | MCCALL DEVELOPMENT INC<br>1536 MULLOWNEY LN STE 100<br>BILLINGS, MT 59101-6397    | 9  | MCCALL HOMES LLC<br>1536 MULLOWNEY LN STE 100<br>BILLINGS, MT 59101-6397    |
| 2 | CARDER, BRANDIE M & JASON T<br>1886 ANNAFELD PARKWAY W<br>BILLINGS, MT 59101-7286 | 10 | MILLER, MATTHEW & MADISON<br>6224 NORMA JEAN SQUARE S<br>BILLINGS, MT 59101 |
| 3 | JEAN NILSON REVOCABLE TRUST<br>1815 GREYSTONE DR<br>BILLINGS, MT 59102-6556       | 11 | COUILLARD, ANDREW & MARY<br>6226 NORMA JEAN SQUARE S<br>BILLINGS, MT 59101  |
| 4 | WALTER, NORMA J<br>1807 EAST LANE<br>BILLINGS, MT 59102-6349                      |    |                                                                             |
| 5 | GOODMAN, KELLY<br>2201 EAST LN<br>BILLINGS, MT 59101-6351                         |    |                                                                             |
| 6 | WINCHELL, SCOTT & DANA<br>PO BOX 22967<br>BILLINGS, MT 59104-2967                 |    |                                                                             |
| 7 | FRONTIER SERVICES INC.<br>PO BOX 418<br>HARDIN, MT 59034-0418                     |    |                                                                             |
| 8 | GARY J ARMSTRONG LIVING TRUST<br>1701 EAST LANE<br>BILLINGS, MT 59101-6364        |    |                                                                             |



**VICINITY MAP**  
NOT TO SCALE



60 30 0 60 120  
SCALE: 1" = 60'



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Return to:  
Sanderson Stewart  
1300 North Transtech Way  
Billings, MT 59102

**SUBDIVISION IMPROVEMENTS AGREEMENT  
& WAIVER OF RIGHT TO PROTEST FUTURE  
SPECIAL IMPROVEMENT DISTRICTS  
ANNAFELD SUBDIVISION, SIXTH FILING**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **MCCALL DEVELOPMENT, INC.**, whose address for the purpose of this agreement is 1536 Mullooney Lane, Suite 100; Billings, Montana 59101, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, the plat of Annafeld Subdivision, Sixth Filing located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, at a regular meeting conducted on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, the Board of Planning recommended conditional approval of a preliminary plat of Annafeld Subdivision, Sixth Filing; and

**WHEREAS**, at a regular meeting conducted on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, the City Council conditionally approved a preliminary plat of Annafeld Subdivision, Sixth Filing; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to Annafeld Subdivision, Sixth Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of Billings

Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

None requested

**II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS**

- A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within five years, the City has the right to construct the sidewalk and assess the property owners.
- B.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- C.** Lot owners should be aware that this subdivision is built with a “traditional neighborhood” design. The single-family dwellings will have the garage set in the rear of the lots. The access will be provided to the garages by means of a paved Carriage Lane.
- D.** Lot owners should be aware that this subdivision is zoned “Planned Development” (PD). Special zoning regulations regarding lot development will be enforced in accordance with the Amended Planned Development Agreement recorded at the Yellowstone County Clerk and Records Office under Document No. 3826023.

- E. Lot owners should be aware that this subdivision is adjacent to wildlife habitat. Consequently, owners are advised that wildlife indigenous to the area is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising there from is the responsibility of the lot owners.
- F. No water rights have been transferred to the individual lot owners but may be held by the Subdivider and/or the homeowners association. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners without the permission of the controlling ditch company.
- G. Lot owners should be aware they may be required to participate in a park maintenance district administered by the homeowners' association for Annafeld Subdivision, Sixth Filing.
- H. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual*.
- I. Lot owners should be aware that Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm. Higher house finished floor elevations may be required on a lot-by-lot basis.

- J. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual*.

### **III. TRANSPORTATION**

#### **A. Streets**

1. All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.
2. All internal streets within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All public roads will be built to provide a 34-foot back-to-back curb street width. The design cross-sections of said streets shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.
3. East Lane is designated as a collector on the Billings/ Yellowstone County functional classification map. Curb and gutter and any necessary pavement widening will be constructed on the east side of East Lane frontage adjacent to the Sixth Filing. Storm drain in East Lane shall be installed, as necessary, and as approved by the City of Billings Public Works Department. A southbound left-turn bay is not required. A parking lane will be provided on the east side of East Lane adjacent to the Sixth Filing. East Lane shall be constructed wide enough to accommodate a future bike lane, but the bike lane should not be installed with this development. East Lane Improvements will be completed by private contract or SID.

4. At the time of this Filing, Phase IV of Harmony Meadows Subdivision, Second Filing has not been constructed. Therefore, a physical connection between Annafeld Subdivision and Harmony Meadows Subdivision cannot be made. Furthermore, even if the Story Road connection were constructed, the traffic generated from Annafeld Subdivision, Sixth Filing would be unlikely to utilize Story Road based on proximity to East Lane and Elysian Road and the land uses that are currently in Harmony Meadows Subdivision. Therefore, a detailed traffic impact analysis of the Story Road connection to Harmony Meadows Subdivision is not required for this Filing of Annafeld Subdivision.

The Subdivider agrees to contribute up to 50 percent of the cost for design, permitting, and construction of the Hogan's Slough crossing on Story Road by a cash contribution or by SID. If the cash contribution is not sufficient to cover 50 percent of the crossing costs at the time of construction, the City retains the right to create a SID to recover additional design and construction costs.

The timing of the contribution or SID for the Hogan's Slough crossing on Story Road shall be made at the earlier of the following:

- I. At the time, an Annafeld Subdivision Traffic Impact Study recommends the Story Road connection be completed.
  - II. At the commencement of construction of Phase IV improvements for Harmony Meadows Subdivision, 2nd Filing.
  - III. Prior to final plat approval of the final filing of Annafeld Subdivision.
5. A traffic accessibility study has been completed for Annafeld Subdivision 6th Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider's expense. The percent of traffic contributions to the following intersections shall be in accordance with the traffic accessibility study:

|                                          |       |
|------------------------------------------|-------|
| S. Frontage Rd/Midland Rd/Muldowney Lane | 1.75% |
| Muldowney Lane & Elysian Road            | 2.08% |
| Elysian Road & East Lane                 | 1.00% |
| Elysian Road & South Frontage Road       | 0.79% |
| South Frontage Road & East Lane          | 0.35% |

The cash contributions shall be based on the percent of traffic contributions to the intersections based on the total cost of an intersection as determined by Engineering for the year in which the contribution is made.

The cash contribution shall be made prior to final plat approval.

#### **B. Carriage Lanes**

All Carriage Lanes within the subdivision shall be built to grade with a satisfactory subbase, base course, and asphalt surface or concrete surface. All Carriage Lane approaches constructed with asphalt shall be replaced with concrete by the Subdivider at the time when home construction is complete. In the event asphalt approaches within the subdivision are not replaced with concrete within three years of the date of recording of the final plat, the City may construct the concrete approaches and assess the Subdivider for the costs associated with the approach construction. Carriage Lane pavement widths shall be 12-feet. The design cross-sections of said Carriage Lanes shall be submitted to, and approved by, the City of Billings Public Works Department. No trees are allowed to be planted in the Carriage Lane. In addition, no shrubs taller than two feet are allowed to be planted in Carriage Lanes.

#### **C. Sidewalks**

Subdivider shall install handicap access ramps at the time of lot development, where necessary. Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. Developer shall construct the 5-foot-wide

boulevard sidewalk adjacent to private park (north/east side of Lot 27, Block 35) at the time of private park development.

**D. Street Lighting**

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed for Sixth Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

**E. Traffic Control Devices**

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

**F. Access**

Access to the subdivision will be provided by East Lane, Eva Marie Lane, St Peter Lane, and Johanns Meadow Lane. Carriage Lane access is also provided to all residential lots within the subdivision.

**G. Billings Area Bikeway and Trail Master Plan**

The width for a 5.5-foot-wide bike lane will be provided on the east side of East Lane adjacent to this subdivision. However, the bike lane improvements will not be installed a part of this subdivision. No additional trail improvements will be required as part of this subdivision.

**H. Public Transit**

There are no MET Transit routes that service this subdivision at this time. The nearest established route is at the intersection of Elysian Road and Mullowney Lane. No improvements with regard to MET Transit vehicles are anticipated at this time.



#### **IV. EMERGENCY SERVICE**

##### **A. Fire Hydrants**

Emergency service will be provided by the City. Placement of fire hydrants will be as required by the City of Billings Fire Department.

##### **B. Construction of Buildings**

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-foot-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction, or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

##### **C. Building Location**

All buildings shall be located on each lot so that the furthest portion of each building is within 150-feet from an approved fire department access road over an approved route excluding all carriage lanes.

## **V. STORM DRAINAGE**

- A.** A stormwater management plan shall be submitted to the Engineering Division prior to final plat approval. The storm drainage system for Annafeld Subdivision, Sixth Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, then into Hogan's Slough. All drainage improvements shall comply with the provisions of the *City of Billings Stormwater Management Manual* and Chapter 28, BMCC.
- B.** The mechanical stormwater filtration manholes are existing, and associated improvements are privately owned and maintained by the HOA. Annafeld Subdivision, Sixth Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Annafeld Subdivision, First Filing I O&M Manual.
- C.** Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.
- D.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the *City of Billings Stormwater Management Manual*.

- E.** The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings Stormwater Management Manual.

## **VI. UTILITIES**

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department - Engineering Division. The extension of/connection to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Subdivider/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of, and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

### **A. Water**

The Annafeld Subdivision water system consists of a series of looped water mains located in each of the local streets. The subdivision water system will consist of new 12-inch water main in Street 1 (temporary name), East Lane and in a portion of St. Peter Lane (north of Street 1 (temporary name)). 8-inch water mains will be installed in the remaining streets in Annafeld Subdivision, Sixth Filing.

## **B. Sanitary Sewer**

Sanitary sewer service to Annafeld Sub., 6th Filing Phase 1 and Phase 3 will be provided by connecting to the existing 8-inch gravity sanitary sewer mains located in Eva Marie Lane, St Peter Lane, and Johannis Meadow Lane. The sanitary sewer improvement shall be completed by private contract.

Sanitary sewer service to Annafeld Sub., 6th Filing Phase 2 will be provided by connecting to existing sanitary sewer manhole located at the intersection of East Lane and Tun Tavern Road and extending 18-inch sanitary sewer main to the south boundary of Annafeld Sub., 6th Filing in East Lane. The construction of sanitary sewer improvements in East Lane will be completed by private contract or by a separate City of Billings work order, at the City's discretion.

If the East Lane sanitary sewer improvements are installed by private contract, the Subdivider can submit for reimbursement to the City of Billings for the cost of oversizing to 18-inch sanitary sewer main (from 8-inch main) adjacent to 6th Filing Phase 2 and for the total cost of sanitary sewer construction from the connection point at Tun Tavern Road to the northern boundary of the Annafeld 6th Filing Phase 2 in accordance with the City of Billings rules and regulations for reimbursement. Also, if adjacent Lot 5D, Block 1 of Amended Plat of Lot 5, Block 1 Bottrell Subdivision annexes and connects into the City of Billings, the Developer reserves the right for reimbursement for half the cost of the 8-inch sanitary sewer main adjacent to the lot in accordance with the City of Billings rules and regulations for reimbursement.

If the East Lane sanitary sewer improvements are installed by a City of Billings work order, the Subdivider shall reimburse the City of Billings at the time of construction for the equivalent cost of 8-inch sanitary sewer construction adjacent to Annafeld 6th Filing Phase 2.

All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

**C. Power, Telephone, Gas, and Cable Television**

Private utility facilities currently exist to serve the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

**VII. PARKS/OPEN SPACE**

The subdivision lies within a planned unit development that provides for land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development, per 76-3-621(6)(a) of the Montana Code Annotated. The park and open space within the Annafeld Planned Unit Development Master Plan meets or exceeds the 0.933 acres (11% of net lot area, 6th Filing) of dedication required under section 76-3-621(1), MCA. The Subdivider and City agree that the parkland dedication has been met through the dedication of private park area within Annafeld Subdivision, Sixth Filing and with additional public and private park dedication with Annafeld Subdivision, First, Second, Third, Fourth and Fifth Filings.

In addition, the lots within Annafeld Subdivision, Sixth Filing may provide additional funding to complete the park improvements for the previously created public parkland SID. The park improvements shall be in accordance with the City Council approved Annafeld Parks Master Plan. The Subdivider shall prepare all SID documents necessary for creation, and coordinate with the City of Billings Parks and Recreation Department for review and approval. If all park improvements as defined in the Annafeld Parks Master Plan have been completed prior to the creation of this park SID, then this park SID will no longer be required.

The current park maintenance district (PMD 4041) for Annafeld Subdivision, First Filing shall be expanded to include lots with Annafeld Subdivision, Sixth Filing for the perpetual maintenance of the public parkland. The Subdivider shall prepare all park maintenance district

documents necessary for its expansion and coordinate with the City of Billings Parks and Recreation Department for review and approval.

#### **VIII. HOMEOWNER'S ASSOCIATIONS**

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

##### **A. Contact Information**

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

##### **B. Stormwater Drainage Facilities**

The HOA shall be responsible for the maintenance of the mechanical filtration stormwater manholes. The HOA shall share the cost of maintenance of the community stormwater facilities.

#### **IX. POSTAL DELIVERY**

The Subdivider shall provide centralized delivery boxes with sufficient pullout to accommodate a mail carrier vehicle. The location of the boxes shall be reviewed and approved by the United States Postal Service.

#### **X. SOILS/GEOTECHNICAL STUDY**

A soils/geotechnical study has been performed for the subdivision by Rimrock Engineering Inc. The report dated (to be determined), is available for review at the City of Billings Planning Department. Lot owners and contractors/builders are encouraged to review the report and its recommendations.

#### **XI. PHASING OF IMPROVEMENTS**

The Subdivider does not desire to commence development of all lots within the subdivision but does desire to file the approved final plat of Annafeld Subdivision, Sixth Filing, and to sell and convey lots in said subdivision in phases. Improvements for the subdivision are to be developed in three (3) phases. The phases are defined as follows:

## **Phase I**

Phase I improvements shall be constructed utilizing a private contract or an SID. Phase I improvements shall include necessary street and utility improvements adjacent to phase I lots. The lots to be served by Phase I are more particularly described as follows:

### Annafeld Subdivision, 6th Filing

Block 22, Lots 15 through 24  
Block 27, Lots 4 through 11  
Block 33, Lots 25 through 34  
Block 34, Lots 1 through 13  
Block 35, Lots 19 through 27

## **Phase II – Opened by November 1, 2030**

Phase II improvements shall be constructed utilizing a private contract or an SID. Phase II improvements shall include necessary street and utility improvements adjacent to Phase II lots. The lots to be served by Phase II are more particularly described as follows:

### Annafeld Subdivision, 6th Filing

Block 33, Lots 35 through 38  
Block 35, Lots 1 through 18

## **Phase III – Opened by November 1, 2030**

Phase III improvements shall be constructed utilizing a private contract or an SID. Phase III improvements shall include necessary street and utility improvements adjacent to phase III lots. The lots to be served by Phase III are more particularly described as follows:

### Annafeld Subdivision, 6th Filing

Block 26, Lots 10 through 12  
Block 33, Lots 39 through 42  
Block 36, Lots 1 through 8

Pursuant to the foregoing agreement, the Subdivider shall execute and record a Declaration of Restriction on Transfers and Conveyances for said Phase II and

Phase III (Attached hereto) to be recorded concurrently with the recording of this agreement. Said declaration notifies all third parties that said lots may not be legally sold, conveyed, or transferred until a release executed by the City of Billings and substantially in the form of Exhibit A attached hereto has been recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. No lots shall be released until a certificate substantially in the form of Exhibit B attached hereto has been executed by the Department of Public Works stating that the above conditions have been met, which certificate must accompany any request for a release. By the acceptance and recording of the agreement, the City does hereby authorize the Public Works and Parks and Recreation Departments, Mayor, and City Clerk of the City to review any request for release and to execute such certificates and releases as may be necessary to evidence a release from the restriction against sale, conveyance, and transfer of lots in the subdivision.

## **XII. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install, and construct said required improvements by SID or by private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender or by SID. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

## **XIII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER**

- A.** Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.
- B.** The owners of the properties involved in this proposed subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this agreement.
- C.** The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.
- D.** In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of



this agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

- E.** Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date Sixth above written.

“SUBDIVIDER”

**MCCALL DEVELOPMENT, INC.**

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

Its: \_\_\_\_\_

STATE OF MONTANA       )  
                                          : ss  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **MCCALL DEVELOPMENT, INC.** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

This agreement is hereby approved and accepted by the City of Billings,  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“CITY”

**CITY OF BILLINGS, MONTANA**

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

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

STATE OF MONTANA       )  
                                          : ss  
County of Yellowstone    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public  
in    and    for    the    State    of    Montana,    personally    appeared  
\_\_\_\_\_ and \_\_\_\_\_, known to me to  
be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose  
names are subscribed to the foregoing instrument in such capacity and  
acknowledged to me that they executed the same on behalf of the City of  
Billings, Montana.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**WAIVER OF RIGHT TO PROTEST  
FUTURE SPECIAL IMPROVEMENT DISTRICTS**

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned that is the subject of this waiver is more particularly described as follows:

ANNAFELD SUBDIVISION, SIXTH FILING

SUBDIVIDER/OWNER

**MCCALL DEVELOPMENT, INC.**

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

Its:\_\_\_\_\_

STATE OF MONTANA            )  
                                          : ss  
County of Yellowstone        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument as the \_\_\_\_\_ of **MCCALL DEVELOPMENT, INC.** and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **FINDINGS OF FACT**

The Planning staff has prepared the Findings of Fact for the preliminary plat of Annafeld Subdivision, 6th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

**A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]**

### **1. Effect on agriculture and agricultural water user facilities**

The subject property is vacant. Perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

### **2. Effect on local services**

- a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision will consist of new 12 -inch water main in Street 1 (temporary name), East Lane and in a portion of St. Peter Lane (north of Street 1 (temporary name)). 8-inch water mains will be installed in the remaining streets in Annafeld Subdivision, Sixth Filing. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules, and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, A, Water.

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. Sanitary sewer service to Annafeld Subdivision, 6th Filing Phase 1 and Phase 3 will be provided by connecting to the existing 8-inch gravity sanitary sewer mains located in Eva Marie Lane, St Peter Lane, and Johannis Meadow Lane. Sanitary sewer service to Annafeld Subdivision, 6th Filing Phase 2 will be provided by connecting to existing sanitary sewer manhole located at the intersection of East Lane and Tun Tavern Road and extending 18-inch sanitary sewer main to the south boundary of Annafeld Subdivision, 6th Filing in East Lane. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

Private Utilities will be provided from existing facilities to the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements

included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

**Stormwater** – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

- b. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- c. **Streets** – The subdivision will be accessed East Lane, Eva Marie Lane, St Peter Lane, and Johannis Meadow Lane. All of these streets are developed rights of way. All internal streets and carriage streets will be built according to the standards of the City of Billings Public Works Department. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

The sidewalks will be installed by the respective lot owners on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. The developer shall construct the 5-foot-wide boulevard sidewalk adjacent to private park (north/east side of Lot 27, Block 35) at the time of private park development. This information is all in the SIA under the heading Transportation.

The proposed roads of this subdivision shall be named with the approval of the Land Management Coordinator, and the approved names shall appear on the Plat, SIA, and supporting documents. **(Condition #1)**

Findings of the Traffic Impact Study:

- Development is 49 single-family lots and 22 townhomes in phase 1 and an additional 15 single-family lots in phase 2 generating a total of 762 average weekday trips in the full buildout.
- Studied intersections were: Mullowney Ln & Midland Rd/S Frontage Rd, South Frontage Rd & East Ln, Elysian Rd & S Frontage Rd, Elysian Rd & East Ln, Elysian Rd & Walter Creek Blvd, and Mullowney Ln & Elysian Rd
- Conclusions and Recommendations:
  - Study intersections are anticipated to operate similarly to existing conditions at the time of full buildout.
  - A northbound right-turn lane is warranted at the Elysian Rd/S Frontage Rd intersection, and a westbound left-turn lane is projected to be warranted at East Ln & S Frontage Rd by 2028. The warranted turn lanes would have little to no impact on capacity operations. These improvements are on

streets under Montana Department of Transportation jurisdiction. The City has sent the information to MDT for consideration and comment.

- Intersection contributions (to be spent at their respective intersection at a future date) are as follows:
  - Muldowney Ln & Midland Rd/S Frontage Rd = \$7,875
  - Muldowney Ln & Elysian Rd = \$9,360
  - Elysian Rd & East Ln = \$4,500
  - Elysian Rd & S Frontage Rd = \$3,555
  - S Frontage Rd & East Ln = \$1,575
- d. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station, Fire Station #5, is located at 605 S 24<sup>th</sup> Street West, which is 2.87 road miles, or 6 minutes away. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** – Elysian School (School District #23) provides service to students within this subdivision for elementary and middle school. School District #2 provides service to students within this subdivision for high school (West High School). Elysian School did not respond. School District #2 responded stating West High School is over capacity at this time, with 2176 students attending out of a maximum capacity of 1731 students.
- f. **Parks and Recreation** – This subdivision is part of a master planned development. The parkland dedication has been met through the dedication of private park area within Annafeld Subdivision, Sixth Filing and with additional public and private park dedication with Annafeld Subdivision, First, Second, Third, Fourth and Fifth Filings.
- g. **Mail Delivery** - The developer shall coordinate with the United States Postal Service to determine the preferred type and location of mail delivery system for this subdivision. **(Condition #2)**
- h. **Phasing of Development** – The applicant is proposing to phase this subdivision. There are three (3) phases being proposed. Associated infrastructure for each phase shall be installed in accordance with emergency service standards and City of Billings Public Works standards. Infrastructure installation, phase opening dates, and lots included in each phase are within the SIA.

| Phase   | Lots                                                                                                                                                       | Timeline         |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Phase 1 | Block 22, Lots 15 through 24<br>Block 27, Lots 4 through 11<br>Block 33, Lots 25 through 34<br>Block 34, Lots 1 through 13<br>Block 35, Lots 19 through 27 | Immediately      |
| Phase 2 | Block 33, Lots 35 through 38<br>Block 35, Lots 1 through 18                                                                                                | November 1, 2030 |



|         |                                                                                            |                  |
|---------|--------------------------------------------------------------------------------------------|------------------|
| Phase 3 | Block 26, Lots 10 through 12<br>Block 33, Lots 39 through 42<br>Block 36, Lots 1 through 8 | November 1, 2030 |
|---------|--------------------------------------------------------------------------------------------|------------------|

### **3. Effect on the natural environment**

The subject property is currently vacant with the proposed use of residential development. The property is not located within a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

### **4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

### **5. Effect on public health, safety and welfare**

There will be no significant impacts to public health, safety and welfare because of this subdivision.

### **B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.)]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

### **C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]**

#### **1. City of Billings 2016 Growth Policy**

The proposed subdivision is consistent with the following goals of the Growth Policy:

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired.

**Home Base (healthy, safe and diverse housing options):** Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.

**Essential Investments (relating public and private expenditures to public values):** Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.

Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community.

### **3. 2023 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

### **4. Billings Area Bikeway and Trail Master Plan (BABTMP)**

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. A 5.5-foot-wide bike lane has been identified on the east side of East Lane adjacent to this subdivision. However, the bike lane improvements will not be installed as part of this subdivision. No additional improvements of this nature are anticipated.

### **D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act, and the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

### **E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is located within Annafeld Planned Development zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

There is a concurrent Annexation Petition (AN-24-05) for the portions of this subdivision still outside city limits.

### **F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]**

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

### **G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access is provided to the proposed will be from East Lane, Eva Marie Lane, St Peter Lane, and Johannis Meadow Lane. New internal accesses will provide circulation to individual lots.

### **CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of Annafeld Subdivision, 6th Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

The Planning Board recommends to City Council that the preliminary plat of Annafeld Subdivision, 6th Filing be conditionally approved and the Findings of Fact adopted as presented in the staff report.

Approved by the Billings City Council, February 24, 2025

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William A. Cole, Mayor



Bill Cole, Mayor  
P.O. Box 1178  
Billings, MT 59103  
P 406.657.8296  
F 406.657.8390

February 24, 2025

Gary Owen  
Sanbel  
1300 N Transtech Way  
Billings, MT 59102

Dear Applicant/Engineer:

On February 24, 2025, the Billings City Council conditionally approved the preliminary plat of Annafeld Subdivision, 6<sup>th</sup> Filing, subject to the following conditions of approval:

1. Prior to Final Plat approval, the applicant shall provide names for the streets to the Land Management Coordinator for approval and list these approved street names on the final plat, Subdivision Improvements Agreement (SIA), and other supporting documents.
2. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
3. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal, or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, as well as the rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at [kellyh@billingsmt.gov](mailto:kellyh@billingsmt.gov)

Sincerely,

---

William A. Cole, Mayor

**City Council Regular**

**Date:** 02/24/2025  
**Title:** Annexation 24-05, Ward Boundary Expansion Ordinance - Public Hearing and First Reading  
**Presented by:** Hunter Kelly, Planner 1  
**Department:** Planning & Community Services  
**Presentation:** No  
**Legal Review:** Not Applicable  
**Project Number:** PZX-24-00236

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**RECOMMENDATION**

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward III.

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

Sanbel on behalf of McCall Development submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located south of Elysian Road and east of East Lane. The land being annexed is described as:

**Area #1:**

A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being Lot 4A of the Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southeast corner of said Lot 4A; thence, from said Point of Beginning and leaving the city limits line, S 89°57'56" W along the south line of said Lot 4A, a distance of 659.38 feet to the southwest corner of said Lot 4A; thence, N 00°09'03" W along the west line of said Lot 4A, a distance of 637.83 feet to the northwest corner of said Lot 4A; thence, S 89°57'58" E along the north line of said Lot 4A, a distance of 389.13 feet a northeasterly corner of said Lot 4A, said corner also being on the existing city limits line; thence along said city limits line and the northerly and easterly lines of said Lot 4A, the following seven (7) courses and distances:

1. S 00°02'02" W a distance of 29.81 feet;
2. S 89°57'58" E a distance of 184.98 feet;
3. S 00°02'02" W a distance of 155.58 feet;
4. S 89°57'58" E a distance of 185.93 feet;
5. S 00°08'35" E a distance of 246.53 feet;
6. S 89°57'56" W a distance of 100.00 feet;
7. S 00°08'35" E a distance of 205.00 feet to said Point of Beginning;

said described tract having an area of 9.7246 acres, more or less; including all adjacent Right-Of-Way of East Lane; said tract also being as shown on attached 'Annexation Exhibit'; and

**Area #2:**

A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being Lot 5A-1 of said Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line also being the northeast corner of said Lot 5A-1; thence, from said Point of Beginning, along said exiting city limits line, the following three (3) course and distances:

1. S 00°02'02" W a distance of 361.07 feet;
2. N 89°57'58" W a distance of 76.01 feet;
3. S 00°02'02" W a distance of 42.93 feet to a point being the southeastern-most corner of said Lot 5A-1; thence, leaving said city limits line and continuing along the south line of said Lot 5A-1, N 89°57'58" W a distance of 181.33 feet to the southwest corner of said Lot 5A-1; thence N 00°09'03" W along the west line of said Lot 5A-1,

a distance of 403.71 feet to the northwest corner of said Lot 5A-1; thence N 89°58'09" E along the north line of said Lot 5A-1, a distance of 258.64 feet to said Point of Beginning; said described tract having an area of 2.3170 acres, more or less; said tract also being as shown on attached 'Annexation Exhibit'; and

**Area #3:**

A tract of land situated in the northwest one-quarter (NW1/4) of Section 19, Township 1 south, Range 26 east, Yellowstone County, Montana, being the southerly 30.00 feet of the westerly 467.35 feet of Tract 2A of Amended Tract 2, Certificate of Survey No. 3592, Document No. 4044778; said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southwest corner of said Tract 2A; thence, from said Point of Beginning, N 00°09'54" W along the west line of said Tract 2A and the existing city limits line, a distance of 30.00 feet; thence, leaving said west line and city limits line, N 89°58'09" E a distance of 467.35 feet to a southeasterly corner of said Tract 2A, said corner also being on the existing city limits line; thence along the east line of said Tract 2A and the city limits line, S 00°09'54" E a distance of 30.00 feet to the southeastern-most corner of said Tract 2A; thence, leaving said city limits line and continuing along the south line of said Tract 2A, S 89°58'09" W a distance of 467.35 feet to said Point of Beginning;  
said described tract having an area of 0.3219 acres, more or less;

Upon Council approval, this annexation requires a change in the boundaries of Ward III. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting where the City Council approved the Annexation of the property. Upon approval, the second reading will occur March 10, 2025.

**ALTERNATIVES**

City Council may:

- Approve adding the subject property to Ward III, or;
- Disapprove adding the subject property to Ward III. Disapproval will not modify the boundary of Ward III and will create a problem where property inside the City Limits is not within a City Ward.

**FISCAL EFFECTS**

This application has no impact on the Planning Division Budget.

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**Attachments**

Ward Boundary Ordinance 24-05

**ORDINANCE NO. 25-\_\_\_\_\_**

AN ORDINANCE OF THE CITY OF BILLINGS, AMENDING BILLINGS MUNICIPAL CODE, CHAPTER 11, ELECTIONS, IN PARTICULAR, SECTION 11-102(c), WARD BOUNDARIES; AND CHANGING THE WARD BOUNDARIES ESTABLISHED THEREIN BY ADDING CERTAIN NEWLY ANNEXED REAL PROPERTY TO WARD III PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

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

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward III the following described real property:

Area #1:

A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being Lot 4A of the Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southeast corner of said Lot 4A; thence, from said Point of Beginning and leaving the city limits line, S 89°57'56" W along the south line of said Lot 4A, a distance of 659.38 feet to the southwest corner of said Lot 4A; thence, N 00°09'03" W along the west line of said Lot 4A, a distance of 637.83 feet to the northwest corner of said Lot 4A; thence, S 89°57'58" E along the north line of said Lot 4A, a distance of 389.13 feet a northeasterly corner of said Lot 4A, said corner also being on the existing city limits line; thence along said city limits line and the northerly and easterly lines of said Lot 4A, the following seven (7) courses and distances:

- 1) S 00°02'02" W a distance of 29.81 feet;
- 2) S 89°57'58" E a distance of 184.98 feet;
- 3) S 00°02'02" W a distance of 155.58 feet;
- 4) S 89°57'58" E a distance of 185.93 feet;
- 5) S 00°08'35" E a distance of 246.53 feet;
- 6) S 89°57'56" W a distance of 100.00 feet;
- 7) S 00°08'35" E a distance of 205.00 feet to said Point of Beginning;

said described tract having an area of 9.7246 acres, more or less; including all adjacent Right-Of-Way of East Lane; said tract also being as shown on attached 'Annexation Exhibit',  
; and



Area #2:

A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being Lot 5A-1 of said Amended Plat of Lot 4, Block 27, Lot 5A, Block 24, & Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing And Tract 2A-1A of Am. Tract 2A-1 of Am. Tract 2A of Am. Tract 2, Certificate Of Survey No. 3594, on file in the office of the clerk & recorder of said County, under Document No. 4072378, said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line also being the northeast corner of said Lot 5A-1; thence, from said Point of Beginning, along said exiting city limits line, the following three (3) course and distances:

- 1) S 00°02'02" W a distance of 361.07 feet;
- 2) N 89°57'58" W a distance of 76.01 feet;
- 3) S 00°02'02" W a distance of 42.93 feet to a point being the southeastern-most corner of said Lot 5A-1; thence, leaving said city limits line and continuing along the south line of said Lot 5A-1, N 89°57'58" W a distance of 181.33 feet to the southwest corner of said Lot 5A-1; thence N 00°09'03" W along the west line of said Lot 5A-1, a distance of 403.71 feet to the northwest corner of said Lot 5A-1; thence N 89°58'09" E along the north line of said Lot 5A-1, a distance of 258.64 feet to said Point of Beginning;

said described tract having an area of 2.3170 acres, more or less; said tract also being as shown on attached 'Annexation Exhibit', Including all adjacent Rights-Of-Way.  
; and

Area #3:

A tract of land situated in the NW1/4 of Section 19, T. 1 S., R. 26 E., Yellowstone County, Montana, being the southerly 30.00 feet of the westerly 467.35 feet of Tract 2A of Amended Tract 2, Certificate of Survey No. 3592, Document No. 4044778; said tract being more particularly described as follows, to-wit:

Beginning at a point on the existing city limits line being the southwest corner of said Tract 2A; thence, from said Point of Beginning, N 00°09'54" W along the west line of said Tract 2A and the existing city limits line, a distance of 30.00 feet; thence, leaving said west line and city limits line, N 89°58'09" E a distance of 467.35 feet to a southeasterly corner of said Tract 2A, said corner also being on the existing city limits line; thence along the east line of said Tract 2A and the city limits line, S 00°09'54" E a distance of 30.00 feet to the southeastern-most corner of said Tract 2A; thence, leaving said city limits line and continuing along the south line of said Tract 2A, S 89°58'09" W a distance of 467.35 feet to said Point of Beginning;

said described tract having an area of 0.3219 acres, more or less, Including all adjacent Rights-Of-Way;

(# 24-05) See Exhibit "A" Attached

2. EFFECTIVE DATE. This ordinance shall be effective either thirty (30) days after second reading and final adoption as provided by law, or upon the effective date of Resolution No. 25-\_\_\_\_\_ approving the annexation of the above territory, whichever date is later.

3. REPEALER. All other ordinances, sections of the Billings Municipal Code and ordinances inconsistent herewith are hereby repealed.

4. CERTIFICATION. Pursuant to M.C.A. Section 13-3-103, the above change and alteration is hereby certified to the election administrator by the City Council, and the City Administrator or his designee is hereby directed to certify the changes and alterations and to deliver a map showing the boundaries of the ward, the streets, avenues and alleys by name and the ward by number, to the election administrator not more than ten (10) days after the effective date of this ordinance.

PASSED by the City Council on the first reading this 24<sup>th</sup> day of February, 2025.

PASSED by the City Council on the second reading this 10<sup>th</sup> day of March, 2025.

THE CITY OF BILLINGS:

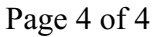
\_\_\_\_\_  
William A. Cole, MAYOR

ATTEST:

BY: \_\_\_\_\_  
Denise Bohlman, CITY CLERK

(#24-05)

Page 4 of 4



**City Council Regular**

**Date:** 02/24/2025  
**Title:** Resolution Establishing Reporting of Performance Metrics  
**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**

Councilmember Owen requests the Council's consideration for her initiative and proposed resolution.

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

Councilmember Owen offered a Council Initiative for discussion. Please see her initiative and proposed resolution attached.

**ALTERNATIVES**

City Council may:

- Approve; or,
- Not Approve

**FISCAL EFFECTS**

N/A

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**Attachments**

Proposed Resolution

## 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.*

COUNCIL MEMBER PROPOSING INITIATIVE: JENNIFER OWEN

SHORT NAME OF INITIATIVE: ESTABLISH REPORTING OF PERFORMANCE METRICS FOR MAJOR PROJECTS AND PROJECTS OF SIGNIFICANT PUBLIC INTEREST

SUMMARY OF PROPOSED LEGISLATIVE OR STAFF ACTION: (Please be as specific as possible. Indicate if action may be divided into steps or phases.):

1. Direct City Administrator to review draft resolution and work with sponsor to develop scope of application and alignment with internal policies and procedures.
2. Bring proposed resolution to Council for adoption.

SUMMARY OF DEPARTMENTS EXPECTED TO BE IMPACTED; CITY ADMINISTRATOR WILL DETERMINE APPROPRIATE STAFF TO CARRY OUT THIS INITIATIVE: All

DIRECTED TO TAKE ACTION: City Administrator

HAS COUNCIL MEMBER MAKING INITIATIVE COMMUNICATED WITH THESE STAFF MEMBERS (OR DEPARTMENT HEAD) ABOUT THE INITIATIVE? YES NO

ESTIMATE OF APPROXIMATE STAFF TIME REQUIRED:

APPROXIMATE TIMELINE FOR STAFF/DEPARTMENT ACTION: Prior to FY26 Budget adoption

COSTS OTHER THAN STAFF TIME, IF ANY: NO

PRIORITY RELATIVE TO EXISTING INITIATIVES (SEE LIST AVAILABLE FROM CITY ADMINISTRATOR):

Based on the most recent initiative list, there are three Council initiatives actively in process. This should be included among those actively underway.

This initiative also aligns with Strategic Plan priorities #2 & 5.

Resolution No. 25-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF BILLINGS, MONTANA,  
REQUIRING THE INCLUSION OF PERFORMANCE INDICATORS  
FOR PROJECTS OVER \$X MILLION BROUGHT BEFORE COUNCIL FOR APPROVAL**

**WHEREAS**, the Billings City Council recognizes the importance of ensuring transparency, accountability, and effective management of public resources in municipal projects;

**WHEREAS**, major projects over \$[X] million, and projects of significant public interest regardless of cost, require diligent oversight to ensure their success and alignment with the community's priorities, as well as proper stewardship of public funds;

**WHEREAS**, performance indicators are critical to measure the progress, timeliness, financial management, and public communication aspects of these projects;

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

1. The Billings City Council directs the City Administrator to include a set of performance indicators for, at a minimum, each project with a total value exceeding \$[X] million, to be presented [no later than the time of Council approval of a project contract]. For project contracts that do not require Council approval, the City Administrator shall provide metrics to Council [prior to start of a project contract by the City Administrator or any City employee]. The City Administrator is encouraged to provide project-based performance indicators to Council as early in the contracting process as is reasonable and is further encouraged to provide project-based performance indicators to Council for other projects of significant public interest, regardless of the contract dollar value.

2. These performance indicators shall include, at a minimum, the following categories:

- A. **Project Milestones:** Clear, measurable milestones and timelines for each phase of the project to track progress against planned objectives, including specific points where the project should be evaluated to determine whether it should continue, be modified, or be paused based on risk, financial performance, or other critical factors.

- B. **Financial Performance:** A detailed budget overview, including projected costs and ongoing financial tracking, to ensure the project is staying within its financial limits.
- C. **Timeliness:** Specific deadlines for key deliverables and an evaluation of the project's progress toward these deadlines, including any potential delays or risks to timely completion.
- D. **Public Communications:** A communication plan to ensure stakeholders and the public are kept informed about the project's status, any issues that may arise, and how the project benefits the community.

3. The City Administrator shall provide written quarterly reports to the Council regarding the progress of projects over \$[X] million as well as projects of significant public interest as determined by the City Administrator, based on the established performance indicators.

4. The City Administrator is authorized and directed to take all necessary actions to implement this resolution, ensuring that performance indicators are developed, monitored, and reported for all applicable projects.

5. This resolution shall be effective upon adoption.

**ADOPTED AND APPROVED** by the City Council of the City of Billings, Montana on the \_\_\_\_\_[date].