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.

CITY OF Billings

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

REVISED 3.21.2025
*1R - memo and attachments added;
1E - additional information added to memo;
1F - Exhibits A and B added; 1I - attachment added;
Regular Agenda Item 6 (EBURD TIF Assistance)
was removed and replaced with
TABLED item from 3.10.2025 meeting

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS
316 N. 26TH ST.

MARCH 24, 2025

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Rogers

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

MINUTES: March 10, 2024

COURTESIES:

PROCLAMATIONS:

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

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

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

A. <u>Bid Awards:</u>

1. **Airport Runway 7/25 Reconstruction and Extension Project.** (Opened 3/4/25) Recommend Askin Construction.
2. **W.O. 24-32: North 12th Street Gravel Street Improvements.** (Opened 2/4/25) Recommend K2 Civil.

B. **Consultant Agreement** with Kittleson & Associates to Address MDT/FHWA Review Findings -- Billings MPO 2023 Long Range Transportation Plan (LRTP).

C. **Contract** with ABM Industry Groups, LLC, for custodial services at Billings Operations Center.

D. **Contract** with Pride of Montana, Inc. for custodial services at City Hall.

E. **Purchase and Sale Agreement** with TD Properties for Park 1 ground retail space.

F. **Ground Lease** with Yellowstone Ice Foundation to build an ice facility at Amend Park.

G. **West End Hangar Ground Leases** with Beacon Air Group, LLC.

H. **Airport Concession Disadvantaged Business Enterprise (ACDBE) Program.**

I. **MET Transit Public Participation and Title VI Plan.**

J. **Donation** from the Friends of the Library for the Billings Public Library.

K. **Donation** from Partners for Parks to Parks and Recreation for basketball court resurfacing and paint at South Park.

L. **Donation** from Partners for Parks to Parks and Recreation for North Park benches.

M. **Donation** from WC Commercial, LLC for two parking spaces in the Stillwater Parking Garage for Billings Police Crime Prevention Center.

N. **Relocated Irrigation Ditch Easement** with the Suburban Ditch Company.

O. **Final Plat** of Grove Ventures Subdivision. *Quasi-Judicial

P. **Second/Final Reading Ordinance** expanding the boundaries of Ward I - Annexation 25-02.

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

1. February 10, 2025
2. February 18, 2025
3. February 24, 2025
4. March 3, 2025

R. *** Guaranteed Maximum Price (GMP) Amendment No. 1** for Amend Park Recreation Campus General Contractor / Construction Manager (GC/CM); Langlas & Associates.

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

REGULAR AGENDA:

2. **PUBLIC HEARING AND FIRST READING ORDINANCES FOR ZONE CHANGE 1060:** housekeeping amendments to the following sections of the Zoning Code:

a. Sections 27-300, 27-400, 27-500, 27-600, 27-800, 27-900, 27-1000, and 27-1800, general cleanup to correct errors, cross-references, omissions and numerical mistakes.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending Sections 27-300, 27-400, 27-500, 27-600, 27-800, 27-900, 27-1000, and 27-1800, general cleanup to correct errors, cross-references, omissions and numerical mistakes, as recommended by the Zoning Commission.

b. Section 27-309, Table 27-1000.1, Sec. 27-1003, and 27-1803, related to the definition of a manufactured home.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending Sections 27-309, Table 27-1000.1, 27-1003, and 27-1803, related to the definition of a manufactured home, as recommended by the Zoning Commission.

c. Section 27-1704, options for enforcement of violations of the zoning code.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending Section 27-1704, options for enforcement of violations of the zoning code, as recommended by the Zoning Commission.

d. Table 27-1000.1 to allow vehicle sales as a special review use within the Corridor Mixed Use 1 (CMU1) zone district.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending Table 27-1000.1 to allow vehicle sales as a special review use within the Corridor Mixed Use 1 (CMU1) zone district, as recommended by the Zoning Commission.

3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1062:** generally located at the southwest corner of Sierra Granda Blvd and High Sierra Blvd. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1062 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1063:** generally located on King Avenue West and 46th Street West. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1063 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

5. **JOINT PUBLIC HEARING FOR ANNEXATION 25-01 AND ZONE CHANGE 1061: WILSON PARK - 441 Riverside Road**

a. **RESOLUTION APPROVING ANNEXATION 25-01:** generally located east of Riverside Road and north of Hannon Road, Wilson Park. 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 25-01, as recommended by staff.

b. **FIRST READING ORDINANCE FOR ZONE CHANGE 1061:** located at a 14.98 acre parcel of land known as Wilson Park. Zoning Commission recommends approval and adoption of the 10 review criteria. *Quasi-Judicial

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance for Zone Change 1061 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

c. **PUBLIC HEARING AND FIRST READING ORDINANCE** expanding the boundaries of Ward I to include recently annexed property in Annexation 25-01: a parcel generally located east of Riverside Road and north of Hannon Road, Wilson Park. Staff recommends approval.

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

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.)*

UNFINISHED BUSINESS:

6. TABLED - **Pedestrian Bicycle Master Plan.** (3/10/2025 Regular Business Meeting)

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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City Council Regular

Date:	03/24/2025
Title:	Approval of the Airport's Runway 7/25 Reconstruction and Extension Project
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve and award the low bid of $6,169,295.00 provided by Askin Construction for the Runway 7/25 Reconstruction and Extension Project.

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

Included in the Airport's Capital Improvement Program and FY 25/26 budget is funding to reconstruct and extend Runway 7/25. Runway (RWY) 7/25 is the only crosswind runway at the Airport and was originally built in 1991. Although this runway was rehabilitated in 2007 by removing and replacing the top 2 inches of asphalt, RWY 7/25 has exceeded its useful life and needs to be replaced. The existing base course material is over 30 years old recycled asphalt millings that have failed and created large longitudinal and transverse cracks in the pavement surface, which is a safety hazard for aircraft. The Federal Aviation Administration (FAA) also identified that the end of RWY 7 intersects the general aviation RWY 10R/28L and no longer meets airfield geometry safety standards. This project will resolve both of these problems by removing and replacing the asphalt surface full depth including the base course material. The end of RWY 7 will be relocated so it no longer intersects RWY 10R/28L and the overall length will increase from 5,501 feet to 6,310 feet allowing larger and heavier aircraft to operate on it. Specifically, 34,385 square yards of runway asphalt will be removed and replaced; 60,000 cubic yards of dirt/rock will be excavated to extend RWY 7; 70,000 cubic yards of fill will be added for the RWY 25 extension and 11,100 square yards of asphalt paving will occur to build a new connector taxiway. Additionally, all of the incandescent runway lighting and informational signs will be replaced with new LED lighting which will utilize less energy and save the Airport money. The construction will take approximately 6 months to complete with work beginning in May and finishing in October of 2025.

This project was advertised in the *Yellowstone County News* on February 7, 14, 21 and 28, 2025 and posted on the City and Airport's websites. On March 4, 2025,the following bids were received:

CONTRACTOR	BID
Askin Construction	$6,169,295.00
KnifeRiver Construction	$7,716,139.55
Martin Construction	$8,266,205.78

The Engineer's estimate was $9,239,136.00.

ALTERNATIVES

City Council may:

- Approve the Airport's Runway 7/25 Reconstruction and Extension Project to Askin Construction for $6,169,295.00; or,
- Not Approve the award, reject all bids, delay this important safety project and instruct staff how to proceed.

FISCAL EFFECTS

The total cost of this project is $6,169,295.00 and will be funded with $4 million from the Airport's annual FAA Airport Improvement Program (AIP) entitlement grant funds. The additional amount will come from an FAA Discretionary grant or a combination of Bipartisan Infrastructure Law (BIL) funds and Passenger Facility Carges (PFC's). The Airport will need to provide a 5% local share match and these funds are available in the Airport's Capital Account.

City Council Regular

Date: 03/24/2025
Title: W.O. 24-32: North 12th Street Gravel Street Improvements, 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 K2 Civil for W.O. 24-32 - North 12th Street Gravel Street Improvements in the amount of $154,570.

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

W.O. 24-32 -- North 12th Street Gravel Street Improvements will pave North 12th Street between 4th Avenue North and the Burlington Northern Santa Fe Railroad property. The project improves the remaining gravel street in the core of the East Billings Industrial Development area to a paved street. This project came to the attention of the EBURD and was coordinated between the EBURD, the adjacent property owners and the City to develop a shared funding approach and a process to complete the street improvements.

Funding for the project is shared between the East Billings Urban District (EBURD) Tax Increment Fund, the owner of the properties bordering the project addressed as 405 North 12th Street and 1125 4th Avenue North, and the City.

Improvements generally consist of asphalt pavement, concrete valley gutter, and other miscellaneous improvements associated with the work. The bulk of the project is funded with EBURD and property owner funds. City funds will be used to install the improvements within the public right-of-way along 4th Avenue North, which include the replacement of non-compliant accessible ramps and sidewalk, and a concrete valley gutter for intersection drainage. Public Works-Engineering performed the design in-house and will provide construction observation services.

The project was publicly advertised on January 10, 17, 24, and 31, 2025, in the Yellowstone County News and on the City's website. Bids were opened on February 4, 2025. Six bids were received. K2 Civil submitted the lowest, responsible bid. The bid was well below the Engineer's opinion of probable cost of $220,000.

ALTERNATIVES

City Council may:

- Award W.O. 24-32 -- North 12th Street Gravel Street Improvements to K2 Civil in the amount of $154,570; or,
- Do not award and reject all bids. If the Contract is not awarded, the street will remain a gravel street, storm events will continue to displace sediment from the gravel surface into the storm system on 4th Avenue North, and the improvements will not be constructed.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	BID
K2 CIVIL	$154,570.00
KNIFE RIVER CONSTRUCTION	$154,961.00
RIMROCK DIRTWORKS	$172,454.58
WEAVE CONSTRUCTION	$173,000.00
EARTH MOVERS EXCAVATION	$173,307.00
ASKIN CONSTRUCTION	$184,320.00

The project will be funded using East Billings Urban Renewal District Tax Increment Funds ($107,307), adjacent property owner contribution ($25,000), and Gas Tax Funds ($22,263). There is an adequate budget to award this contract.

City Council Regular

Date:	03/24/2025
Title:	Consulting Agreement to Address MDT/FHWA Review Findings â€“ Billings MPO 2023 LRTP
Presented by:	Lora Mattox
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council approve the consultant agreement with Kittelson & Associates to assist in completion of the MDT/FHWA Audit Findings regarding the 2023 Billings Long Range Transportation Plan. This approval will authorize the mayor to sign and allow the issuance of the notice to proceed.

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

The Federal Highway Administration (FHWA) and the Montana Department of Transportation (MDT) conducted a routine review in 2024 of the Billings Metropolitan Planning Organization (MPO). The review was very positive overall as to the operations and compliance of the MPO. The report following the review stated: "The result of the review is a finding that the Billings metropolitan planning process substantially complies with the regulations under Subpart C -- Metropolitan Transportation Planning and Programming -- 23 CFR § 450 and related FHWA/FTA guidance."

However, there were several findings of the review that the MPO must address. Two findings focused on technical elements of the Billings Long Range Transportation Plan adopted in 2023. The findings specifically called for redesigning the project list in the 2023 Long Range Transportation Plan (LRTP) and updating the MPO's urban planning boundary to align with 2020 Census data. The FHWA did not express concerns over the project list information when it reviewed the plan for adoption in 2023. It was not until the review in 2024 that the agency brought up the issue and so the MPO is following the review findings to make sure MPO and LRTP are in conformance. Completion of these findings ensures compliance with federal and state guidelines while improving project transparency and usability. Amendment of the Urban Planning Boundary also may increase the MPO's access to transportation funding based on the additional area that may be included.

Staff also is addressing these review elements in preparation for the next update to the Long Range Transportation Plan (LRTP), which is required every five years and is set for completion by 2028. Completing these technical updates now will better equip MPO staff with the necessary information to carry out the LRTP update mostly in-house with limited outside technical assistance.

The scope of work for this specific set of technical findings - redesigning the project list in the 2023 Long Range Transportation Plan (LRTP) and updating the MPO's urban planning boundary - includes:

1. Project List Audit
    - Review all project entries for accurate descriptions, timelines, costs, and funding sources.
    - Identify discrepancies between listed projects and current funding allocations.
    - Work with MPO, City and County staff, and MDT to verify project data.
    - Provide a summary report with findings and recommendations for corrections.
2. Redesign of Project List
    - Develop a redesigned project list with clearer descriptions and funding alignment.
    - Propose a standardized format for readability and ease of use.
    - Ensure compliance with FHWA and MDT guidelines.
    - Incorporate feedback from MPO staff and stakeholders.
3. Urban Planning Boundary Update
    - Analyze 2020 Census data and demographic shifts affecting the boundary.
    - Create updated GIS maps and support documentation.
    - Integrate the new boundary into the 2023 LRTP.
4. LRTP Modification
    - Update the LRTP to reflect the redesigned project list and urban planning boundary.
    - Ensure the modification aligns with FHWA and MDT requirements.
    - Conduct public outreach and document community feedback.

Deliverables

- Audit Report -- Detailed findings and recommended corrections.
- Redesigned Project List -- Improved project list in draft and final versions.
- Urban Planning Boundary Map -- GIS supported boundary update.
- Updated LRTP Document -- Final modifications incorporating all changes.
- Weekly Progress Updates -- Regular email reports to the MPO.

Consultant Selection

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 short-listed candidates (N/A in this situation).
4. Selecting the consultant who best meets the project's needs.

The MPO received a single proposal for the project from Kittelson & Associates, a firm well-acquainted with Billings MPO, having completed the previous LRTP in 2023. The selection committee evaluated the proposal based on four key criteria: Consultant Experience, Project Methodology, Key Staff, and Cost. Given Kittelson & Associates' extensive experience with transportation projects in Billings over the past two decades and their specialized expertise in transportation planning, the committee expressed confidence in their ability to execute the project effectively.

The project budget was set at $50,000, with Kittelson & Associates proposing a total cost of $45,900. Per the City's Consulting Agreement, the payment for this project will not exceed $45,900, with monthly payments made based on invoices submitted by the consultant. These payments will correspond to the costs associated with Project Tasks as outlined in Exhibit A: Scope of Work and Exhibit B: Project Cost.

STAKEHOLDERS

Stakeholder engagement will be a component of this project's development. Kittelson will maintain extensive communication with the MPO, City, County, MDT, and FHWA to ensure compliance with the LRTP revisions and the MPO boundary amendment. Additionally, the project includes a public meeting to present the redesigned project list and the updated MPO boundary.

ALTERNATIVES

City Council may:

- Approve, the consulting contract with Kittelson & Associates to address the MDT/FHWA Audit Findings of the Billings MPO 2023 LRTP and Boundary Update. Approval will ensure compliance with FHWA MPO requirements; or,
- Not Approve the consulting contract with Kittelson & Associates. Without approval, the MPO risks potential repercussions for non-compliance with FHWA MPO regulations.

FISCAL EFFECTS

The LRTP project updates and Boundary Amendment is included in the PCC adopted FY25 Unified Planning Work Program (UPWP) under the Metropolitan Planning Organization (MPO). With a budget of $50,000, the project was successfully awarded and is fully funded through the MPO's Transportation PL funds.

SUMMARY

In summary, the Billings MPO is undertaking an update to the 2023 LRTP, including a redesign of the project list and an urban planning boundary amendment based on 2020 Census data. This effort ensures compliance with FHWA and MDT regulations while enhancing the accuracy, transparency, and usability of the document. Following a competitive procurement process, Kittelson & Associates was selected for the project based on its extensive experience and proven expertise in Billings. With a proposed budget of $45,900, the project will be fully funded through MPO Transportation PL funds, with structured payments based on completed tasks.

Attachments

LRTP Audit/MPO Boundary Agreement

Docusign Envelope ID: ACF008C9-D32F-4826-AD8F-5417FE5BDBAF

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 Audit and Redesign of the Project List and Urban Planning Boundary Update for the Billings Metropolitan Planning Organization 2023 Long Range Transportation Plan 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 six (6) 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.

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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 $45,900.00.

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.

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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

Docusign Envelope ID: ACF008C9-D32F-4826-AD8F-5417FE5BDBAF

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.

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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:

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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 Rachel Grosso and the Project Manager for the **CITY** designated is Lora Mattox.

10. DBE GOALS AND NONDISCRIMINATION:

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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).

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	State protected classes
Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency	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:**

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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
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

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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.*,

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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

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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

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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**.

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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

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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.

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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

_____

WILLIAM A. COLE,
MAYOR

_____

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

KITTELSON & ASSOCIATES, INC.

DocuSigned by:
Andy Daleiden
BBE0C689A1EA441...

SIGNATURE

ANDREW DALEIDEN

PRINT NAME

SENIOR PRINCIPAL ENGINEER

PRINT TITLE

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EXHIBIT A
SCOPE OF WORK

The following subsections present scope task descriptions, with key subtasks outlined and described. The Kittelson & Associates, Inc. team is hereby referred to as "the Consultant".

Assumptions

- The Billings MPO Project Manager will coordinate scheduling of Project Advisory Committee meetings.
- The Project Advisory Committee will consist of representatives from the Billings – Yellowstone County MPO, the Montana Department of Transportation, and the Federal Highway Administration who are familiar with the implementation of the Long Range Transportation Plan and its Project List. The Project Advisory Committee will be the primary body that guides and reviews the development of this planning effort, led by the Billings MPO Project Manager.
- The Billings MPO Project Manager will coordinate the location and advertisement of the community meeting.
- The deliverables from each of these tasks will be amended to the 2023 Long Range Transportation Plan document.

Task 1: Project Management and Coordination

This task includes conducting project management activities for this planning effort.

Deliverables

- Project Initiation Meeting
- Project Update Emails (24)
- Project Management Meetings (6)
- Invoices and Progress Reports (6)
- Draft and Final Schedule

Subtasks

1.1 **Project Initiation Meeting**. Consultant will prepare for and conduct one (1) one-hour virtual initiation meeting with the Billings MPO Project Manager (PM), using Microsoft Teams. At that meeting Consultant will:

   a. Review the schedule, confirm the overall scope, and discuss focus areas;
   b. Review the Federal Highway Administration (FHWA) / Montana Department of Transportation (MDT) Audit findings and observations;
   c. Establish an approach for the Project Advisory Committee (PAC); and
   d. Discuss the tools and methods for updating the Metropolitan Planning Area (MPA) and the Project List;

1.2 **Project Updates**. Consultant will share weekly project updates via email with the Billings MPO PM, up to twenty-four (24) updates. Consultant will prepare for and participate in monthly 30-minute project management meetings with the Billings MPO PM via Teams.

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1.3 **Monthly Invoices and Progress Reports.** Consultant will prepare monthly invoices and progress reports. One invoice and progress report will be submitted to the Billings MPO PM each month (6 total).

1.4 **Project Schedule and Contract Administration.** Consultant will prepare an initial detailed project schedule showing draft and final deliverable dates, project meetings, community outreach events, and review times. Consultant will submit draft schedule to Billings MPO PM for review and will revise based on Billings MPO PM feedback. Consultant will maintain and update the schedule as necessary throughout the project. Potential changes in the project schedule will be communicated to and confirmed by the Billings MPO PM as soon as Consultant is aware that they may need to occur.

Task 2: Project List Audit

In May of 2024, the FHWA and the MDT completed a routine review of the metropolitan planning process conducted by the Billings MPO as part of the 2023 LRTP, with the objective of ensuring that federal requirements related to transportation planning are carried out in a robust and comprehensive manner. This review resulted in a summary that documented both the commendable practices and the recommended improvements for the Billings MPO. This task will focus on reviewing these findings and documenting the best solutions for each issue, in order to efficiently and effectively redesign the Project List and amend the 2023 LRTP.

Deliverables

- Project Advisory Committee Meetings (2)
- Draft and Final Project List Audit Summary Report

Subtasks

2.1 **Project Advisory Committee Meetings.** Consultant will prepare for and attend two (2) one-hour Project Advisory Committee (PAC) meetings, conducted virtually via Teams. Consultant will prepare agendas, meeting summaries, and presentations to share with the PAC. The proposed agenda topics for the PAC meetings for this task include:

a. **Meeting #1:** Review the recommendations of the FHWA/MDT audit document; discuss available funding sources and eligible activities; discuss how the Project List is used by agency staff; discuss other concerns regarding the audit document and the Project List.

b. **Meeting #2:** Review the key findings of the Draft Project List Audit Summary Report to ensure that the improvements recommended by the FHWA/MDT document are fully addressed.

2.2 **Project List Review and Project List Audit Summary Report**. Following PAC Meeting #1, Consultant will carefully review each project in the Project List to ensure that project descriptions, costs, and funding sources are accurate. Consultant will document the identified inaccuracies and proposed corrections in the Draft LRTP Audit Report. Consultant will finalize the LRTP Audit Report based on one set of consolidated comments from the Billings MPO PM, following PAC Meeting #2.

Task 3: Project List Redesign

This task will utilize the findings of the Project List Audit Summary Report developed during Task 2 to revitalize the format and content of the 2023 LRTP Project List.

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Deliverables

- Project Advisory Committee Meetings (2)
- Draft and Final Redesigned Project List (and supporting source files)

Subtasks

3.1 **Project Advisory Committee Meetings.** Consultant will prepare for and attend two (2) one-hour Project Advisory Committee (PAC) meetings, conducted virtually via Teams. Consultant will prepare agendas, meeting summaries, and presentations to share with the PAC. The proposed agenda topics for the PAC meetings for this task include:

a. **Meeting #3:** Brainstorming session with subject matter experts (GIS, graphic design, MPO administration) to determine how to format the most efficient, visually appealing, federally-compliant, and user-friendly Project List.

b. **Meeting #4:** Review the Draft Redesigned Project List to ensure that the improvements recommended by the FHWA/MDT document are fully addressed, and that the Redesigned Project List is user-friendly.

3.2 **Redesigned Project List.** Consultant will draft a Redesigned Project List, building from the guidance from PAC Meeting #3, as well as the key findings from the Project List Audit Summary Report, including the clear, consistent, and accurate project descriptions and the newly aligned and allocated funding resources. Consultant will finalize the Redesigned Project List based on one set of consolidated comments from the Billings MPO PM, following PAC Meeting #4. Consultant will provide the Billings MPO PM with supporting source files for the Redesigned Project List.

Task 4: Metropolitan Planning Area Update

This task will utilize the guidance outlined in previous transportation and land use planning efforts (including the MDT Functional Classification and Urban Area Map), in combination with knowledge of the federal requirements regarding metropolitan planning areas (MPA) to update the Billings MPO planning boundary, in accordance with the results of the 2020 Decennial Census, provided by the US Census Bureau.

Deliverables

- Project Advisory Committee Meetings (2)
- Draft and Final Metropolitan Planning Area Map (and supporting source files)
- Metropolitan Planning Area Summary Report

Subtasks

5.1 **Project Advisory Committee Meetings.** Consultant will prepare for and attend two (2) one-hour Project Advisory Committee (PAC) meetings, conducted virtually via Teams. Consultant will prepare agendas, meeting summaries, and presentations to share with the PAC. The proposed agenda topics for the PAC meetings for this task include:

a. **Meeting #5:** Discuss regionally significant areas, discuss areas expected to urbanize in the next 20 years, and review federal requirements for Metropolitan Planning Areas to inform the Draft Metropolitan Planning Area Map.

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b. **Meeting #6:** Review the Draft Metropolitan Planning Area Map to ensure that the boundary accurately reflects the region.

5.2 **Metropolitan Planning Area Map and Summary Report**. Consultant will draft a Metropolitan Planning Area Map, building from the guidance from PAC Meeting #5. Consultant will document changes in the boundary in a Summary Report. Consultant will finalize the Metropolitan Planning Area Map and Summary Report based on one set of consolidated comments from the Billings MPO PM, following PAC Meeting #6. Consultant will provide the Billings MPO PM with supporting source files for the Metropolitan Planning Area Map.

Task 5: Modify 2023 Long Range Transportation Plan

This task will incorporate the final deliverables of the previous tasks to modify the long range transportation plan, amending the updates to the original document. This task includes limited analysis to support the incorporation of the updated metropolitan planning area boundary.

Deliverables

- Project Advisory Committee Meetings (2)
- Draft, Revised, and Final Modified 2023 Long Range Transportation Plan
- Community Meeting (1)

Subtasks

5.1 **Project Advisory Committee Meetings.** Consultant will prepare for and attend two (2) one-hour Project Advisory Committee (PAC) meetings, conducted virtually via Teams. Consultant will prepare agendas, meeting summaries, and presentations to share with the PAC. The proposed agenda topics for the PAC meetings for this task include:

a. **Meeting #7**: Discuss necessary components to modify for the amended Long Range Transportation Plan.

b. **Meeting #8**: Review the Draft Long Range Transportation Plan amendment to ensure that the boundary accurately reflects the region.

5.2 **Draft Modified 2023 Long Range Transportation Plan Amendment**. Consultant will draft a Modified 2023 Long Range Transportation Plan Amendment, building from the guidance from PAC Meeting #7. The Modified 2023 Long Range Transportation Plan Amendment will incorporate the Redesigned Project List and the updated Metropolitan Planning Area Map. The updated Metropolitan Planning Area Map will influence the revision of the Existing Conditions and Future Conditions sections to incorporate map and analysis updates, as available. Anticipated analysis updates include zoning and land use, safety, and project list maps (marked with an asterisk below). The analysis updates may involve additional data collection from partner agencies. Anticipated updates include:

a. Chapter 1 – Figure 1: Billings Planning Area

b. Chapter 4 –

i. *Figure 8: Zoning and Major Activity Centers

ii. Figure 9: 2020 Population Density

iii. Figure 10: 2020 Housing Density

iv. Figure 11: 2020 Employment Density

v. Figure 12: Transportation-Disadvantaged

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vi. Populations and Areas of Persistent Poverty
vii. *Figure 16: Crashes by Severity
viii. *Figure 17: Fatal and Serious Injury Crashes
ix. *Figure 24: Pedestrian and Bicycle Crashes
x. *Figure 25: Heavy Vehicle Crashes
xi. *Figure 26: Rail Crashes
xii. Figure 35: Functional Classification
xiii. Figure 37: 2021 Average Annual Daily Traffic
xiv. Figure 51: Truck Routes, Restrictions, and Local Generators
xv. Figure 55: Railroad Facilities
xvi. Figure 57: Critical Infrastructure

c. Chapter 5 –
   i. Figure 59: Population Growth (2021 – 2045)
   ii. Figure 60: Housing Growth (2021 – 2045)
   iii. Figure 61: Employment Growth (2021 – 2045)
   iv. Figure 62: Future Conditions Average Daily Traffic (2045)
   v. Figure 66: Future Trail Facilities
d. Chapter 6 –
   i. Figure 70: Needs, Deficiencies, and Opportunities
e. Chapter 8 –
   i. Figure 73: Projects by Category
   ii. Table 36: Summary of LRTP Project Costs
   iii. Figure 75: Recommended Projects
   iv. Figure 76: Illustrative Projects
   v. Table 37: Committed and Recommended Projects by Category and Funding Source
f. Appendices –
   i. Appendix H: Project Lists
   ii. Appendix J: Project List by Funding Source

5.3 **Revised Modified 2023 Long Range Transportation Plan Amendment**. Consultant will revise the Modified 2023 Long Range Transportation Plan Amendment based on one set of consolidated comments from the Billings MPO PM, following PAC Meeting #8 to present at the community meeting.

5.4 **Community Meeting**. Consultant will prepare for and attend one (1) one-hour community group meeting to discuss the project, answer questions, and collect targeted feedback about the Modified 2023 Long Range Transportation Plan Amendment. Consultant will collaborate with the Billings MPO PM to advertise the meeting via partner agency channels. The community meeting will be hosted virtually. Materials for this meeting will include interacting polling and a presentation. A comment summary will be included in the final amendment.

5.5 **Final Modified 2023 Long Range Transportation Plan Amendment**. Consultant will revise the Modified Long Range Transportation Plan Amendment based on one set of consolidated comments from the Billings MPO PM, following the community meeting. Consultant will provide the Billings MPO PM with supporting source files for the final Modified 2023 Long Range Transportation Plan Amendment.

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EXHIBIT B
PROJECT COST

Project Budget Form

Project Name: Billings 2023 LRTP Updates
Project Manager: Rachel Grosso
KAI Project Number: 313910.000
Date: Mar 05, 2025

LABOR ESTIMATE - Billings 2023 LRTP Updates

Task		Notes	Staff	Daleiden, Andrew AJD	Grosso, Rachel REG	Meitzer, Nick NSM	Popp, Katie KEP	Ayer, Katharina KLA	Benne, Kyle KDB	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
001	**Project Management and Coordination**										
	1.1 Project Initiation Meeting	1 hr, virtual		1	2	1	1			5	$965
	1.2 Project Update Emails and PM tekly emails; 30 min, monthly meetings				8		4			12	$1,876
	1.3 Invoices and Progress Repo	monthly			4					4	$643
	1.4 Schedule and Contract Adm	monthly			8					8	$1,286
	Reimbursable Expense										$0
			Task #001 - Subtotal	1	22	1	5	0	0	29	$4,770
002	**Project List Audit**										
	2.1 PAC Meetings	2 meetings, 1hr, virtual		2	4	2	2			10	$1,929
	2.2 Project List Audit Analysis and Summary Report			2	4	2	20			28	$4,584
	Reimbursable Expense										$0
			Task #002 - Subtotal	4	8	4	22	0	0	38	$6,513
003	**Project List Redesign**										
	3.1 PAC Meetings	2 meetings, 1hr, virtual		2	4	2	2		1	11	$2,081
	3.2 Project List Redesign			3	8	3	34		24	72	$11,428
	Reimbursable Expense										$0
			Task #003 - Subtotal	5	12	5	36	0	25	83	$13,509
004	**Metropolitan Planning Area Update**										
	4.1 PAC Meetings	2 meetings, 1hr, virtual		2	4	2	2		1	11	$2,081
	4.2 MPA Map and Summary Report			2	3	2	16		10	33	$5,350
	Reimbursable Expense										$0
			Task #004 - Subtotal	4	7	4	18	0	11	44	$7,431
005	**Modified 2023 Long Range Transportation Plan**										
	5.1 PAC Meetings	2 meetings, 1hr, virtual		2	4	2	2	2	1	13	$2,364
	5.2 Draft LRTP Amendment			1	2	2	16	4	2	27	$4,248
	5.3 Revised LRTP Amendment			1	1	1	8	2		13	$2,120
	5.4 Community Meeting	1 meeting, 1hr, virtual		1	4		4	2	2	13	$2,114
	5.5 Final LRTP Amendment			1	1	1	4	2	1	10	$1,681
	Reimbursable Expense										$1,150
			Task #005 - Subtotal	6	12	6	34	12	6	76	$13,678
			TOTAL HOURS	20	61	20	115	12	42		
			LABOR RATE	$294.36	$160.77	$201.11	$147.49	$141.72	$151.70	TOTAL HOURS	TOTAL LABOR
			LABOR COST	$5,887	$9,807	$4,022	$16,961	$1,701	$6,371	270	$44,750

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES $1,150
TOTAL KAI FEES $45,900
TOTAL SUB FEES $0
TOTAL PROJECT BUDGET $45,900

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Kittelson & Associates Billing Rates

City of Billings
MPO 2023 LRTP Updates
Rate Schedule
As of January 2025

Classification	Hourly Rate	Overhead @ 205.03%	Profit @ 12%	Hourly Billing Rate*
Senior Principal Engineer/Planner	$89.69	$183.88	$32.83	$306.40
Daleiden, Andrew	$86.16	$176.66	$31.54	$294.36
Principal Engineer/Planner	$77.03	$157.93	$28.20	$263.16
Walker, Juliet	$76.27	$156.38	$27.92	$260.56
Associate Engineer/Planner	$67.88	$139.17	$24.85	$231.89
Senior Engineer/Planner	$55.62	$114.03	$20.36	$190.01
Meltzer, Nick	$58.87	$120.69	$21.55	$201.11
Engineer/Planner	$45.48	$93.25	$16.65	$155.38
Grosso, Rachel	$47.06	$96.48	$17.22	$160.77
Popp, Katie	$43.17	$88.52	$15.80	$147.49
Transportation Analyst	$39.01	$79.97	$14.28	$133.26
Technician I	$31.23	$64.03	$11.43	$106.70
Technician II	$37.84	$77.59	$13.85	$129.28
Senior Technician	$45.78	$93.86	$16.76	$156.40
Benne, Kyle	$44.40	$91.04	$16.25	$151.70
Ayer, Katharina	$41.48	$85.05	$15.18	$141.72
Associate Technician	$55.52	$113.83	$20.32	$189.68
Office Support	$31.61	$64.81	$11.57	$107.98
Data Analyst / Software Technician	$50.46	$103.46	$18.47	$172.39
Senior Data Scientist/Developer	$67.39	$138.16	$24.67	$230.22

**Average classification rates are shown above along with actual rates for key personnel. The above rates are for budgeting purposes and were escalated to reflect the estimated contract duration. Staff will be invoiced at their individual wage rate at the time services are performed.*

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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).

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

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	ZZAD78128006	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA Stop Gap	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	AW2D78128707	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	UHAD78128107	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WMAD78128906	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Incl. Pollution		Y	DPR5038158	1/1/2025	1/1/2026	Per Claim Aggregate	$5,000,000 $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	CANCELLATION
CITY OF BILLINGS, MONTANA P.O. Box 1178 Billings MT 59103	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 Blackstad

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U.S. Department of Transportation

Federal Highway Administration
Federal Transit Administration

Metropolitan Planning Organization Process Review

Yellowstone City-County Planning Board

Metropolitan Planning Organization

July 23, 2024
Summary Report

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U.S. Department of Transportation
Federal Highway Administration

Executive Summary

The Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Montana Department of Transportation (MDT) complete a transportation planning process review for each of the metropolitan planning organizations in Montana every five years. This review focused on the Billings Metropolitan Planning Organization (MPO).

The purpose of the review is to determine if the planning processes and practices substantially comply with the governing laws, regulations, and guidance. Priority recommendations are identified to ensure necessary improvements are completed. Other recommendations identify opportunities for improvements. Commendable practices are highlighted to illustrate strengths of the MPO planning process.

Results of the process review are incorporated into the formal transportation planning finding. A planning finding (23 CFR 450.328(a) and 450.218(b)) is a formal action taken by the FHWA and FTA to ensure that Statewide Transportation Improvement Programs (STIPs) and metropolitan Transportation Improvement Programs (TIPs) are consistent with statewide and metropolitan transportation planning processes, regulations and guidance.

The result of the review is a finding that the Billings metropolitan planning process substantially complies with the regulations under Subpart C – Metropolitan Transportation Planning and Programming – 23 CFR § 450 and related FHWA/FTA guidance.

The Billings MPO transportation planning process incorporates numerous commendable practices. Commendable practices identified through the review include:

- The planning agreements for the operation of the Billings MPO are reviewed and updated regularly; the Planning (PL) agreement was updated in 2013; the performance-based planning agreement in 2018; the memorandum of agreement in 2018.
- The Public Participation Plan was most recently updated in 2018 and is in compliance with 23 CFR 450.316.
- The public involvement process for transportation planning decisions has four avenues for public participation. The policy coordinating committee (PCC) is the final avenue. Before the PCC takes action, the City council, the County commission, and the planning board all hear a proposed action and call for public comment. This involvement is above and beyond what is required in regulations.
- The MPO supports non-motorized transportation within the planning area, with a focus on non-motorized connectivity and connections to transit service.

- The MPO maintains strong working relationships with many stakeholder groups that represent underserved populations in Billings, including the unhoused population.
- Partnership between the MPO and MET Transit foster a coordinated planning process.

The priority recommendations are:

1. An update to the financial plan and projects lists (committed and recommended projects) of the 2023 Long Range Transportation Plan (LRTP) to comply with fiscal constraint requirements.
2. Ensure the next update to the LRTP meets regulations related to performance measures, performance targets, and system performance reports (23 CFR 450.324 (f)(3)(4)).
3. During the next TIP update, enhance the narrative of the TIP to be more descriptive of the investment priorities to achieve performance targets.
4. Review and adjust the metropolitan planning boundary, as necessary, to encompass the entire existing urbanized area, as defined by the census, and areas expected to become urbanized in the next twenty years. This recommendation is to be completed by the end of FY2025.
5. Due to staff turnover at the MPO, the need to document processes is more prevalent than ever. With each task that is completed, whether an update to the TIP, the development of the unified planning work program (UPWP) or writing a request for proposal (RFP) for a planning study, processes should be documented.

Background

A planning finding (23 CFR 450.328(a) and 450.218(b)) is a formal action taken by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) to ensure that Statewide Transportation Improvement Program (STIPs) and metropolitan Transportation Improvement Programs (TIPs) are consistent with Statewide and metropolitan transportation planning processes, regulations and guidance.

The Montana division office approves the STIP annually through joint action with the FTA Region 8 office. To determine that the metropolitan planning process are satisfactorily being implemented, FHWA, MDT, and FTA complete a process review of each of the MPO's planning processes every five years. The result of the process review is incorporated into the planning finding.

In order to determine if the metropolitan transportation planning processes and products substantially meet the requirements, a series of interview areas and questions were selected. The areas selected were based upon knowledge of the Billings MPO transportation planning products.

The pertinent work products – LRTP, TIP, and UPWP – were reviewed and referenced to formulate responses and recommendations relative to each of the questions. The FHWA/FTA/MDT review team met the Billings MPO planning staff on-site during two, half day sessions, May 29-30, 2024. The result of on-site discussions have been considered in the observations and recommendations presented in this report.

Purpose and Objective

The Yellowstone City-County Planning Board is the designated MPO for the Billings urbanized area. The Montana Department of Transportation (MDT) is the responsible State agency and Billings MET Transit is the responsible public transportation operator. Current membership of the Billings MPO consists of elected officials from the political jurisdictions in Yellowstone County. The study area includes all of urbanized area of Yellowstone County with the City of Billings as the largest population center.

The purpose of the process review is to determine if the products and processes for the Billings MPO substantially meet the requirements of Title 23 and Title 49 related to metropolitan transportation planning. The results of the review will be incorporated into the annual transportation planning finding when the next STIP is approved.

The review also incorporated these objectives:

1. Highlight and describe commendable practices;
2. Determine what, if any, priority actions are needed;
3. Describe opportunities to improve the transportation planning process and products;

Team Members

Federal Highway Administration
Katie Potts, Montana Division

Federal Transit Administration
Emma Belmont, Region 8 Office (attended remote)

Montana Department of Transportation
Mitch Buthod
Kenn Winegar
Samantha Wood

Billings Metropolitan Planning Organization Representatives

City/County Planning Division
Lora Mattox, Transportation Planning Coordinator

Metropolitan (MET) Transit
Rusty Logan
Sarah Graham

Observations and Recommendations

Observation #1: The LRTP was updated in 2023 and approved by the PCC on July 18, 2023.

Upon examination of the full project listings (committed and recommended), there is a low level of confidence the plan meets fiscal constraint requirements. Projects are listed more than once, with inconsistent cost estimates; cost estimates are incompatible for the scope of the project; portions of projects are listed with one funding source, rather than the entire project; ineligible funding sources identified to deliver projects.

Specific examples of this include:

- Project ID R_56 21st Street Underpass, project scope to increase the clearance from 8.5 feet to 14 feet, with cost estimates ranging from $11,850 to $5,000,000.
- Project ID R_34 major reconstruction with a cost estimate of $25,000.
- Project ID R_33 and R_34 are listed in both the committed and recommended project lists with the same scope of work, but different cost estimates.
- Project ID I_36 reconstruction of an interchange funded with urban pavement preservation dollars.
- Project ID R_88 includes only a portion of the full project, funded with Montana Air Quality Improvement (MACI) funds, a subset of Congestion Management and Air Quality (CMAQ) funding.

Recommendation: **As a priority**, the fiscal year (FY) 2025 UPWP will allocate funding and staff time to assess and revise the committed, recommended, and illustrative project tables, as well as the financial plan, completed by the end of FY2025.

Compliance Issue (if any): The project listings and financial plan are not in compliance with 23 CFR 450.324

Resolution (if any):

Observation #2: The LRTP was updated in 2023 and approved by the PCC on July 18, 2023.

Upon examination of the narrative for performance measures, performance targets, and system performance report, the long range plan is not in compliance with 23 CFR 450.324(f)(3) – (4)(i).

The LRTP includes an adequate description of federal performance measures, and a statement indicating the MPO is supporting the State targets. Appendix A and B, System Performance Report, are not directly tied to performance measures and targets included in 23 CFR 490, with the exception of Safety. These appendices are linked toward the plan's local goals and objectives, not national goals, performance measures, and targets.

The LRTP does not include MET Transit's Public Transportation Agency Safety Plan's (PTASP) performance measures and targets as required in 49 CFR 673.

Recommendation: **As a priority,** ensure the next update of the LRTP is in compliance with the requirements of 23 CFR 450.324(f)(3) – (4)(i).

Compliance Issue (if any): System Performance Report is not in compliance with 23 CFR 450.324(f)(3) – (4)(i) or 49 CFR 673.

Resolution (if any):

Observation #3: The LRTP was updated in 2023 and approved by the PCC on July 18, 2023.

Due to timing of the release of 2020 census data, a new metropolitan planning boundary was not established for the 2023 LRTP update. The existing metropolitan planning boundary does not include the entirety of the urbanized boundary.

Recommendation: **As a priority,** review and adjust the metropolitan planning boundary, as necessary, to encompass the entire existing urbanized area, as defined by the census, and areas expected to become urbanized in the next twenty years. This recommendation is to be completed by the end of FY2025.

Compliance Issue (if any): Potential compliance issues with the entire 23 CFR 450 program if the planning boundary is excluding portions of the urban area.

Resolution (if any):

Observation #4: MDT District participation in the development of the LRTP is meeting the MPO needs, however, there is room for improvement when developing the recommended project lists. It is not clear if district staff understand their project priorities are required to be included in the plan in order for them to be nominated and funded with federal aid.

Recommendation: Prior to the next LRTP update, MDT planning and the MPO should engage with MDT District staff to provide information sharing on the importance of their participation.

Compliance Issue (if any): None

Resolution (if any):

Observation #5: The current Billings MPO public participation plan was approved by the PCC in 2018. The public involvement plan and the process to update the plan substantially complies with the governing provision, 23 CFR 450.316 interested parties, participation and consultation.

Recommendation: Consider updating the public participation plan to include methods for virtual participation, and other changes to public participation brought on by the COVID-19 pandemic.

Compliance Issue (if any): None

Resolution (if any):

Observation #6: The MPO is currently designated as the Yellowstone City-County Planning Board. Recent changes to state law will require redesignation of the MPO.

Recommendation: Continue outreach and coordination with peer MPOs, MDT, and FHWA to develop an optimal organizational structure during redesignation of the Billings Area MPO.

Compliance Issue (if any): None

Resolution (if any):

Observation #7: Recent staff turnover at the MPO has unveiled a lack of process documentation, or a list of reoccurring activities with accompanying update cycles required of the MPO. Standard operating procedures, process documentation, and/or desk manuals assist not only new staff but can also assist in the refinement of processes to carry out the MPO planning process.

Recommendation: **As a priority,** when each task is completed, whether an update to the TIP, the development of the UPWP or writing a RFP for a planning study, document the process used to complete.

Recommendation: Document the process for unobligated projects and incorporation of FTA funds through MET Transit.

Recommendation: Track required tasks and work product deadlines compared to tasks and work products the MPO desires to complete to assist in prioritizing PL funds.

Compliance Issue (if any):

Resolution (if any):

Observation #8: Staffing levels of the MPO are not adequate to keep pace with the needs of the MPO.

Current staff includes a transportation planning manager, and a bike/ped coordinator; current vacancies include a general transportation planner and a modeler. MPO staff desire to complete more sub-area plans, corridor studies, and conduct in house modeling, including micro-simulations; additional staff are necessary to increase the MPO product output.

Recommendation: Continue recruitment efforts to develop and retain in house expertise to meet the needs of the MPO.

Compliance Issue (if any): None

Resolution (if any):

Observation #9: Regulations for the TIP, 23 CFR 450.326(d), require the MPO to tie the investment priorities of the TIP to achieving the performance targets identified in the LRTP. Currently the narrative in the TIP is tying funding sources, not necessarily investments, to the achievement of performance targets.

Recommendation: **As a priority,** during the next TIP update, enhance the narrative of the TIP to be more descriptive of the investment priorities to achieve performance targets.

Compliance Issue (if any):

Resolution (if any):

Observation #10: The MPO and MET Transit have placed an emphasis on fostering relationships with stakeholder group in the community, with a focus on the disadvantaged communities. These relationships are critical to their public involvement efforts during the planning process. Of note, the 2023 LRTP update included a meeting devoted to members of the homeless community to understand their needs and how transportation can serve them.

Recommendation: Continue these practices to maintain relationships with undeserved members of the community and document engagement and public involvement that is occurring in the Public Engagement Plan.

Compliance Issue (if any):

Resolution (if any):

Observation # 11: The MPO website should be a repository for the general public, stakeholders, and interested parties to access materials recently developed by the MPO, including the LRTP, TIP, UPWP, and local studies. Many of the documents listed are outdated, and it can be difficult to find the most recent version of each planning product. A few examples include:

- Current Transportation Improvement Program, under this heading is an outdated TIP.
- Quick Links in the upper right-hand column takes a visitor to the 2014 LRTP, while the 2023 plan is the most recent version. The 2023 LRTP is posted further down on the website.

Improvements are also necessary to navigate to PCC meetings schedules, agendas, and virtual links.

Recommendation: Review and improve access to the MPO products, materials, and Policy Board meetings on the MPO website. Establish a recurring schedule and process to review the website for missing or broken links, and to confirm the most recent planning products are shown.

Consider a standalone website for the MPO work products and materials.

Compliance Issue (if any):

Resolution (if any):

Conclusion

The result of the review is a finding that the Billings metropolitan planning process substantially complies with the regulations under Subpart C – Metropolitan Transportation Planning and Programming – 23 CFR § 450 and related FHWA/FTA guidance.

The Billings MPO transportation planning process incorporates numerous commendable practices. Commendable practices identified through the review include:

- The planning agreements for the operation of the Billings MPO are reviewed and updated regularly; the PL agreement was updated in 2013; the performance-based planning agreement in 2018; the memorandum of agreement in 2018.
- The Public Participation Plan was most recently updated in 2018 and is in compliance with 23 CFR 450.316.
- The public involvement process for transportation planning decisions has four avenues for public participation. The PCC is the final avenue. Before the PCC takes action, the City council, the County commission, and the planning board all hear a proposed action and call for public comment. This involvement is above and beyond what is required in regulations.
- The MPO supports non-motorized transportation within the planning area, with a focus on non-motorized connectivity and connections to transit service.
- The MPO maintains strong working relationships with many stakeholder groups that represent underserved populations in Billings, including the unhoused population.
- Partnership between the MPO and MET Transit foster a coordinated planning process.

Eleven observations and associated recommendations are described in the Observation and Recommendations section of this report. The priority recommendations are:

1. An update to the financial plan and projects lists (committed and recommended projects) of the 2023 LRTP to comply with fiscal constraint requirements.
2. Ensure the next update to the LRTP meets regulations related to performance measures, performance targets, and system performance reports (23 CFR 450.324 (f)(3)(4)).
3. During the next TIP update, enhance the narrative of the TIP to be more descriptive of the investment priorities to achieve performance targets.
4. Review and adjust the metropolitan planning boundary, as necessary, to encompass the entire existing urbanized area, as defined by the census, and areas expected to become urbanized in the next twenty years. This recommendation is to be completed by the end of FY2025.

5. Due to staff turnover at the MPO, the need to document processes is more prevalent than ever. With each task that is completed, whether an update to the TIP, the development of the UPWP or writing a RFP for a planning study, processes should be documented.

City Council Regular
Date: 03/24/2025
Title: Outsourcing of Custodial Services at Billings Operations Center
Presented by: John Caterino, Facilities Manager
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that Council approve and award a contract for the outsourcing of custodial services at the Billings Operations Center (4810, 4845, 4848, 4850 Midland Rd.) to ABM Industry Groups, LLC for $439,006.71 for first three years, with an option to extend for an additional two years for a total contract cost of $754,067.18

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

Currently, the Facilities Division provides custodial services at the Billings Operations Center (BOC).

It is becoming increasingly difficult to provide a level of custodial service that meets customer satisfaction while maintaining a cost-effective bottom line. A few variables make this mission challenging:

- Expanded amount of space occupied by BOC tenants
- Increasing cost associated with Facilities Maintenance Support I salaries
- Difficulty hiring qualified personnel
- Ensuring coverage of sick and/or vacation time of staff
- Goal of stabilizing charges for tenants
- Unable to provide adequate amount of supervision time for training, quality control checks, and leadership without a dedicated supervisor position
- Shift coverage at City Hall with BOC personnel

Facilities staff service the Administration and Police Barn buildings Monday through Friday and the Evidence building Tuesday and Thursday only, and at a much lower level of service compared to the other two buildings. Currently, the Division services approximately 37,000 square feet at the BOC. This location is unique in that it supports operations of a more industrial nature so the type of cleaning services provided are different than would be provided in a typical office building. Most time and efforts are dedicated to floor care and restroom/locker room cleaning as opposed to a more routine office building scope of work. Industry benchmark standard for custodial work in an office building is 1 FTE for 28,000 sf (reference attached). However, since the needs at this location are different, we would require 3 FTEs to effectively service the BOC. The Facilities Division is not equipped to tackle this obstacle under the current staffing model.

The two options considered were to increase FTEs or outsource this task to a vendor. The end goal is to provide a better quality of service at a reduced total cost thereby providing a net benefit to the City.

After performing a cost benefit analysis of the two options, it was determined that outsourcing custodial services to a vendor would be more cost effective. Additionally, by outsourcing custodial work, the Division can focus more administrative effort and resources on the core strategic work deliverables of repairs, maintenance, and capital projects.

Benefits of outsourcing include:

- Cost savings of approximately $55,360 for the first year
  - o Vendor guarantees pricing for 5 years at a 3% escalator
- Less administrative time spent managing custodial issues, including:
  - o Coordination of shift coverage
  - o Laundry service
  - o Daily check-in and weekly sync meetings
  - o Dispenser replacement
  - o Safety Data Sheet inventory and updates
- Staffing

    - Vendor recruits, hires, trains, and supervises cleaning crew
    - Management team provides quality control and oversight
    - Facilities will not need to overstaff to ensure proper coverage
    - Facilities will not need to pay shift differential for later shifts
- Results
    - Vendors can have better control over results by using the ISSA 612 standard
- Equipment
    - Vendor will provide all equipment to service building
    - Facilities will not need to maintain, repair, procure, or replace equipment
- Uniforms and Shoes
    - Facilities will not need to pay for uniforms or shoes
    - Approximately $600 is paid for 11 kits per the Union contract for each new FTE
    - Facilities Division provides $100 annually for replacement of worn uniforms
    - Facilities Division reimburses shoes up to $200 per FTE annually per the Union contract
- Hours
    - Vendor can clean after hours to lessen the impact on City staff during working hours
    - Facilities will not need to pay overtime for coverage during certain City holidays
- Experience
    - Vendor knows how to appropriately build workload to ensure maximum efficiency
    - Vendor knows how to schedule cleaning tasks to provide consistent results

Drawbacks of outsourcing include:

- Will have to bid work via an RFP
- Vendor can give thirty days' notice and terminate contract
- Prevailing wages could outpace city wages over the 5 years

Outsourcing is not new to the Division. Services that are currently outsourced include snow removal, compulsory systems testing (elevators, FACP), pest control, renovation projects, access control installation, and highly skilled mechanical/electrical/plumbing repairs.

Facilities advertised a Requests for Proposal (RFP) on 01/03 and 01/10/2025 in *Yellowstone County News* and on the City's Website. Proposal submission date was 01/24/2025.

Five (5) firms submitted responses.

A review committee unanimously selected ABM Industry Groups, LLC, based on the following criteria:

- Thoroughness of response
- History of firm
- Firm experience with similar scope and magnitude
- Qualifications
- Approach and methodology to cleaning
- Personnel and staffing

STAKEHOLDERS

City:

- City Council as approving body
- Facilities Division as Contract Administrator
- BOC Tenants (Police, Parks, Fleet, Public Works)

External Parties:

- ABM Industry Groups, LLC

ALTERNATIVES

Alternatives include:

1. Reject contract and increase the staffing level to 3 FTEs assigned to BOC and only have a vendor at City Hall. This would add about $30,500 annually to BOC charges.
2. Reject both City Hall and BOC contracts and keep current staffing levels, which cannot meet the needs of the increased scope of work.
3. Reject both City Hall and BOC contracts and approve the Facilities Division to hire additional staff to

provide adequate services at both locations.

a. This would require adding 2 Facility Maintenance Support I positions and a supervisory position at an estimated cost of $227,628 for the first year.

FISCAL EFFECTS

Hiring a vendor will save approximately $55,360 in the first year of the BOC contract, and an estimated $264,401 over 5 years. Cost savings will be passed on to Tenants at BOC by reducing their annual charges.

The pricing in RFP was an annual lump sum for services for 3 yrs, with options to extend into years 4 and 5. Therefore, the expenses incurred will be as follows:

Year	Price
1	$142,032.00
2	$146,292.96
3	$150,681.75
4	$155,202.20
5	$159,858.27

Staff requests that both vendor contracts for City Hall and BOC be approved to realize the maximum cost savings. If City Hall contract is approved and BOC contract is not, there will be additional costs incurred due to reassignment of staff to BOC that is currently shared between the two sites. There will be 3 FTE assigned to BOC instead of the current 2.5 FTE and BOC tenant charges will increase to cover that cost.

Attachments

Industry Benchmark Staffing Model
Economic Analysis
Contract - ABM

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Facility Staffing Levels: Maintenance, Custodial, and Grounds Care

National survey provides benchmarks for FTEs per square foot.

OTHER PARTS OF THIS ARTICLE

Facilities Management

Pt. 1: This Page

Pt. 2: Survey: Facility Staffing Levels for Office, Educational, Government, and Health Care Buildings

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Check out updated statistics for staffing levels in the fnPrime "Facility Staffing Report." Average staff sizes for maintenance, janitorial, grounds and security positions are broken out by seven facility types, square footage and operating budget.

fnPrime members can access the report for free here.

Non-members can either join the membership or purchase the report separately for $29 here.

One way to evaluate whether a facility management department is understaffed is to look at the staffing practices of comparable organizations.

us staffing levels for maintenance, custodial, and grounds care workers in terms of square feet or square acres per full time equivalent (FTE) employees.

That information was drawn from answers to three staffing questions in Building Operating Management's annual FM Pulse survey. Those three questions were:

• What is your staffing level for maintenance in square foot per full time equivalent employees (sq.ft./FTE)?

• What is your staffing level for custodians in square foot per full time equivalent employees (sq.ft./FTE)?

• What is your staffing level for grounds care in acres per full time equivalent employees (sq.ft./FTE)?

Nationally, the median number of square feet per FTE for the maintenance staff is 50,000; 22 percent of respondents reported that they outsourced the function. For custodians, the median is 28,000 square feet per FTE; 62

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acres per FTE; 82 percent said they used outsourcing for to handle grounds care. (The median is the middle point in a set of data; half of the responses are above it and half are below it.)

The responses revealed very wide variations in the practices of different facility management departments. There are many reasons that staffing levels differ from one organization to another. One is the level of cleaning that is acceptable in the space; the definition of “clean” varies among different organizations. Another has to do with the nature of the space involved. For example, custodial services can be provided more efficiently, in terms of square feet covered by a single FTE, in a 500,000 square foot high rise than in a K-12 system that offers pre-kindergarten in a variety of small spaces.

To help facility managers zero in on practices of comparable buildings, this report breaks down the responses by ten different types of facilities: owner-occupied commercial office, multitenant commercial office, higher education, K-12 systems, health care, hospitality, federal government, state government, municipal government, and retail. Even within those segments, however, there are significant variations in staffing levels. Once again, the variations are explained in part by the different ways that the facilities are used and the different expectations that organizations have for their facilities.

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Thus, in reviewing the data from the survey, it's important to pay at least as much attention to the range of responses as to the medians.

The FM Pulse survey was conducted by email by Facilitiesnet.com, the online home of Building Operating Management and Facility Maintenance Decisions magazines. We received 1,925 responses to the survey from August through October 2017.

Next

CONTINUE READING: FM STAFFING

1 Facility Staffing Levels: Maintenance, Custodial, and Grounds Care

2 Survey: Facility Staffing Levels for Office, Educational, Government, and Health Care Buildings

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ATTACHMENT A

Option 1 - Current Staffing Model		
Management Staff		
	Annual Hours	Expense
John - N35	104	$ 8,281
Tricia - N03	20	$ 1,166
Doug - 186	104	$ 5,438
		$ 14,885
Custodial Staff		
City Hall	Daily Hours	Expense
FMS II	8	$ 84,667
FMS I	8	$ 63,456
FMS I	4	$ 31,583
		$ 179,706
Custodial Staff		
BOC	Daily Hours	Expense
FMS I	8	$ 68,595
FMS I	8	$ 61,644
FMS I	4	$ 31,583
		$ 161,822
Misc Costs		
Equipment O&M		$ 3,000
Uniforms and Shoes		$ 1,500
		$ 4,500
Total Operating Costs - Year 1		$ 360,913
Total Operating Costs - Year 2		$ 371,740
Total Operating Costs - Year 3		$ 382,893
Total Operating Costs - Year 4		$ 394,379
Total Operating Costs - Year 5		$ 406,211

Option 2 - Industry Bechmark Staffing Model		
Management Staff		
	Annual Hours	Expense
John - N35	30	$ 2,388
Supervisor - N03	520	$ 25,650
		$ 28,038
Custodial Staff		
City Hall	Daily Hours	Expense
FMS I	8	$ 63,456
FMS I	8	$ 63,167
FMS I	8	$ 61,644
FMS I	8	$ 61,644
		$ 249,911
Custodial Staff		
BOC	Daily Hours	Expense
FMS I	8	$ 68,595
FMS I	8	$ 61,644
FMS I	8	$ 61,644
		$ 191,883
Misc Costs		
Equipment O&M		$ 5,000
Uniforms and Shoes		$ 2,100
		$ 7,100
Total Operating Costs - Year 1		$ 476,932
Total Operating Costs - Year 2		$ 491,240
Total Operating Costs - Year 3		$ 505,977
Total Operating Costs - Year 4		$ 521,156
Total Operating Costs - Year 5		$ 536,791

Larry Tween to Fac Maint Support II
Hire 2 new FMS I FTE
Backfill Larry position with FMS I FTE
Create new Supervisor position

Option 3 - Vendor Ousource Staffing Model		
Management Staff		
	Annual Hours	Expense
John - N35	30	$ 2,388
Tricia - N03	15	$ 874
		$ 3,262
		Expense
City Hall	Pride of Montana	$ 198,660
BOC	ABM	$ 142,032
		$ 340,692
Total Operating Costs - Year 1		$ 343,954
		Expense
City Hall	Pride of Montana	$ 204,620
BOC	ABM	$ 146,293
		$ 350,913
Total Operating Costs - Year 2		$ 354,273
		Expense
City Hall	Pride of Montana	$ 210,758
BOC	ABM	$ 150,682
		$ 361,440
Total Operating Costs - Year 3		$ 364,901
		Expense
City Hall	Pride of Montana	$ 217,081
BOC	ABM	$ 155,202
		$ 372,283
Total Operating Costs - Year 4		$ 375,848
		Expense
City Hall	Pride of Montana	$ 223,594
BOC	ABM	$ 159,858
		$ 383,452
Total Operating Costs - Year 5		$ 387,123

Year 1 savings	
Vendor versus Current	$ (16,959)
Vendor versus Industry Benchmark	$ (132,978)

Year 2 savings	
Vendor versus Current	$ (17,468)
Vendor versus Industry Benchmark	$ (136,967)

Year 3 savings	
Vendor versus Current	$ (17,992)
Vendor versus Industry Benchmark	$ (141,076)

Year 4 savings	
Vendor versus Current	$ (18,532)
Vendor versus Industry Benchmark	$ (145,309)

Year 5 savings	
Vendor versus Current	$ (19,088)
Vendor versus Industry Benchmark	$ (149,668)

Total Savings Across Contract Term	
Vendor versus Current	$ (90,038)
Vendor versus Industry Benchmark	$ (705,998)

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **ABM INDUSTRY GROUPS, LLC**, of 4151 Ashford Dunwoody Road, Suite 600, Atlanta, GA 30319 hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of custodial services described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on March 31, 2028. The parties may extend this **AGREEMENT**, by mutual concurrence, for two one-year renewal options, in writing prior to its termination.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** four hundred twenty-nine thousand six dollars and seventy-one cents ($439,006.71) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing. See below for pricing breakdown by year.

Year	Price
1	$142,032.00
2	$146,292.96
3	$150,681.75
4	$155,202.20
5	$159,858.27

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

B. Not indemnify and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by

the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.

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

The **CITY** SHALL:

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

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

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

8. <u>INSURANCE</u>:

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

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

1. Workers' compensation and employer's liability coverage as required by Montana law.

2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.

3. Automobile liability -- $1,500,000 per accident.

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

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

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

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

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

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

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

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-

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

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

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

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

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

11. NONDISCRIMINATION:

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

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

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

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

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

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

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

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

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

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

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

13. **BACKGROUND CHECKS: CONTRACTOR** to have all employees fingerprint-based felony background check and CJIN certification approved before working in Police, areas of Billings Operations Center.

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

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

This Agreement may be terminated by either party for any reason upon giving the other party thirty (30) days' prior written notice of termination, with the effective date of termination occurring thirty (30) days following the date of the written notice.

16. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Chris Rietdorf.

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

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

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

20. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

CITY OF BILLINGS, MONTANA	**AMB INDUSTRY GROUP, LLC**
_____	_____
WILLIAM A. COLE, MAYOR	**SIGNATURE**
	_____
APPROVED AS TO FORM:	**PRINT NAME**

PRINT TITLE

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

EXHIBIT A – CLEANING SCOPE

All services to be rendered at
Site Name: Billings Operations Center
Site Address: 4810, 4845, 4848, and 4850 Midland Rd., Billings, MT 59101
Tax ID: A30494
Item: Custodial Services

Location: Billings Operations Center – 4810 Midland Rd

Services to be provided Monday through Friday.
Owner to supply consumables, vendor to supply equipment and operating chemicals.
Vacuuming scope to be 3 times a week with space vac wide area carpet M/W/F, and 2 times a week with upright T/TH.

Area	**Frequency**			
Restrooms and Locker Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Clean/disinfect shower stalls and walls	5			
Clean/disinfect sinks and fixtures	5			
Clean/disinfect toilets and urinals	5			
Clean mirrors	5			
Clean/polish brightwork	5			
Vacuum, mop, or dust floors	5			
Pour water down floor drains		1		
Dust/wipe down lockers		1		
Clean door kickplates		1		

Deep clean of grout and tile				2
Deep clean shower stalls				1

Area	**Frequency**			
Briefing, Training, and Processing Rooms	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	5			
Vacuum, and scrub floors	5			
Clean/disinfect sinks	5			
Wipe down tables	5			
Wipe underside of tables	1			
Wipe chairs		1		
Strip/wax floors				2

Area	**Frequency**			
Office – By Request Only	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	5			
Vacuum, and scrub floors	5			

Area	**Frequency**			
Kitchen Areas	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	5			
Clean/disinfect sinks	5			
Wipe tables and countertops	5			

Area	Frequency			
Entry Ways	Weekly	Monthly	Quarterly	Yearly
Vacuum carpet	5			
Clean glass entry doors inside/outside	1			

Area	Frequency			
Hallways/Common Areas	Weekly	Monthly	Quarterly	Yearly
Vacuum, mop, or dust floors	5			
Clean baseboards			1	
Strip/wax floors				1

Location: Billings Operations Center – 4845 Midland Rd

Services to be provided on Tuesday and Thursday.
Owner to supply consumables, vendor to supply equipment and operating chemicals.

Area	**Frequency**			
Restrooms and Locker Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	2			
Empty trash and replace can liners	2			
Clean/disinfect sinks and fixtures	2			
Clean/disinfect toilets and urinals	2			
Clean mirrors	2			
Clean/polish brightwork	2			
Vacuum, mop, or dust floors	2			
Pour water down floor drains		1		
Clean door kickplates		1		
Clean baseboards			1	
Deep clean of grout and tile				1

Area	Frequency			
Meeting Room	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	2			
Empty trash and replace can liners	2			
Vacuum floors	2			
Clean/disinfect sinks	2			
Clean/polish brightwork	2			
Clean/disinfect door hardware	2			
Wipe down tables	2			
Wipe chairs		1		

Area	Frequency			
Offices – By Request Only	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	2			
Vacuum, mop, dust, and scrub floors	2			
Wipe door handles	1			
Clean windows	1			
Dust blinds		1		
Dust windowsills		1		

Area	Frequency			
Kitchen Area	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	2			
Clean/disinfect sinks	2			
Wipe tables and countertops	2			

Area	Frequency			
Entry Ways	Weekly	Monthly	Quarterly	Yearly
Clean glass entry doors inside/outside	2			
Vacuum carpet	2			

Area	Frequency			
Hallways/Common Areas	Weekly	Monthly	Quarterly	Yearly
Vacuum, mop, dust, and scrub floors	2			
Clean baseboards			1	

Location: Billings Operations Center – 4848 Midland Rd

Services to be provided Monday through Friday and include 3 hours of day porting M-F.
Owner to supply consumables, vendor to supply equipment and operating chemicals.
Vacuuming scope to be 3 times a week with space vac wide area carpet M/W/F, and 2 times a week with upright T/TH.

Area	**Frequency**			
Restrooms and Locker Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Clean/disinfect shower stalls and walls	5			
Clean/disinfect sinks and fixtures	5			
Clean/disinfect toilets and urinals	5			
Clean mirrors	5			
Clean/polish brightwork	5			
Vacuum, mop, or dust floors	5			
Pour water down floor drains		1		
Dust/wipe down lockers		1		
Clean door kickplates		1		
Deep clean of grout and tile				2
Deep clean shower stalls				1

Area	Frequency			
Break Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Vacuum, mop, or dust floors	5			
Clean/disinfect sinks	5			
Clean/polish brightwork	5			
Clean/disinfect door hardware	5			
Wipe down tables	5			
Wipe chairs		1		
Strip/wax floors				1

Area	Frequency			
Offices	Weekly	Monthly	Quarterly	Yearly
Vacuum, mop, or dust floors	5			
Wipe door handles	1			

Area	Frequency			
Kitchen Areas	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	5			
Clean/disinfect sinks	5			
Wipe tables and countertops	5			

Area	Frequency			
Entry Ways	Weekly	Monthly	Quarterly	Yearly
Clean glass entry doors inside/outside	5			
Vacuum carpet	5			

Area	Frequency			
Hallways/Common Areas	Weekly	Monthly	Quarterly	Yearly
Vacuum, mop, dust, and scrub floors	5			
Clean baseboards			1	
Strip/wax floors				1

Location: Billings Operations Center – 4850 Midland Rd

Services to be provided Monday through Friday.
Owner to supply consumables, vendor to supply equipment and operating chemicals.

Area	**Frequency**			
Restrooms and Locker Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Clean/disinfect sinks and fixtures	5			
Clean/disinfect toilets and urinals	5			
Clean mirrors	5			
Clean/polish brightwork	5			
Mop floors	5			
Pour water down floor drains		1		

City Council Regular

Date:	03/24/2025
Title:	Outsourcing of Custodial Services at City Hall
Presented by:	John Caterino, Facilities Manager
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council approve and award a contract for the outsourcing of custodial services at New City Hall (316 N. 26th St.) to Pride of Montana, Inc. for $614,038.19 for first three years, with an option to extend for an additional two years for a total contract cost of $1,054,712.92

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

Currently, the Facilities Division provides custodial services at City Hall.

It is becoming increasingly difficult to provide a level of custodial service that meets customer satisfaction while maintaining a cost-effective bottom line. A few variables make this mission challenging:

- Expanded amount of space occupied by City Hall tenants
- Increasing cost associated with Facilities Maintenance Support I salaries
- Difficulty hiring qualified personnel
- Ensuring coverage of sick and/or vacation time of staff
- Goal of stabilizing charges for tenants
- Unable to provide adequate amount of supervision time for training, quality control checks, and leadership without a dedicated supervisor position
- Shift coverage at BOC with City Hall personnel

Moving into New City Hall makes things more challenging for custodial services considering the increased amount of area to clean and maintain:

- Old City Hall is approximately 36,000 square feet to clean
- New City Hall is approximately 120,000 square feet to clean
- New City Hall has significantly more public space and restrooms, which require more dedicated attention

Industry benchmark standard for custodial work is 1 FTE for 28,000 sf (reference attached). That would require 4.3 FTEs to effectively service New City Hall. The Facilities Division is not equipped to tackle this obstacle under the current staffing model. It would require adding and hiring an additional two Facilities Maintenance Support I FTE's at approximately $123,288 for the first year. This does not account for any additional costs associated with supervision and management of custodial staff.

Knowing the current model and staffing will not provide the level of custodial services we need; we analyzed two options: increase FTEs or outsource this scope of work to a vendor. The Facility Division's goal was to determine the most cost effective and efficient service model, while providing the same or better service that City staff and public visitors expect.

After performing a cost benefit analysis of the two options, it was determined that outsourcing custodial services to a vendor would be more cost effective. Additionally, by outsourcing custodial work, the Division can focus more administrative effort and resources on the core strategic work deliverables of repairs, maintenance, and capital projects.

Benefits of outsourcing include:

- Cost savings of approximately $77,618 for the first year
    - o Vendor guarantees pricing for 5 years with 3% escalator
- Less administrative time spent managing custodial issues, including:
    - o Coordination of shift coverage
    - o Laundry service

    - Daily check-in and weekly sync meetings
    - Dispenser replacement
    - Safety Data Sheet inventory and updates
- Staffing
    - Vendor recruits, hires, trains, and supervises cleaning crew
    - Management team provides quality control and oversight
    - Facilities will not need to overstaff to ensure proper coverage
    - Facilities will not need to pay shift differential for later shifts
- Results
    - Vendors can have better control over results by using the ISSA 612 standard
- Equipment
    - Vendor will provide all equipment to service building
    - Facilities will not need to maintain, repair, procure, or replace equipment
- Uniforms and Shoes
    - Will not need to pay for uniforms or shoes
    - Approximately $600 is paid for 11 kits per the Union contract for new hire FTE
    - Facilities Division provides $100 annual allowance for replacement of worn uniforms
    - Facilities Division reimburses shoes up to $200 per FTE annually per the Union contract
- Hours
    - Vendor can clean after hours to lessen the impact on City staff during working hours
    - Facilities will not need to pay overtime for coverage during certain City holidays
- Experience
    - Vendor knows how to appropriately build workload to ensure maximum efficiency
    - Vendor knows how to schedule cleaning tasks to provide consistent results

Drawbacks of outsourcing include:

- Will have to bid work via an RFP
- Vendor can give thirty days' notice and terminate contract
- Prevailing wages could fluctuate

Outsourcing is not new to the Division. Services that are currently outsourced include snow removal, compulsory systems testing (elevators, FACP), pest control, renovation projects, access control installation, and highly skilled mechanical/electrical/plumbing repairs.

Facilities advertised a Requests for Proposal (RFP) on 01/03 and 01/10/2025 in *Yellowstone County News* and on the City's Website. Proposal submission date was 01/24/2025.

Eight (8) firms attended the pre-bid walk, seven (7) firms submitted Intent to Respond forms, and six (6) firms submitted responses.

A review committee unanimously selected Pride of Montana, Inc., based on the following criteria:

- Thoroughness of response
- History of firm
- Firm experience with similar scope and magnitude
- Qualifications
- Approach and methodology to cleaning
- Personnel and staffing

STAKEHOLDERS

City:

- City Council as approving body
- Facilities Division as Contract Administrator
- City Hall Tenants (City Council, Administration, Human Resources, Building, Planning, Engineering, Police, Community Development, Courts, Legal, Code Enforcement, Parking, Finance, IT)

External Parties:

- Pride of Montana, Inc

ALTERNATIVES

Alternatives include:

1. Reject contract and maintain the current staffing levels. If this alternative is selected, the Facilities Division would be unable to provide a standard level of custodial services at New City Hall

2. Keep the current staffing levels and augment custodial services with a vendor, which would be a cost of around $48,000 -$56,000 annually. This option would also add supervisory time for managing staff and a vendor

3. Reject both City Hall and BOC contracts and approve the Facilities Division to hire additional staff to provide adequate services at both locations.
    a. This would require adding 2 Facility Maintenance Support I positions and a supervisory position at an estimated cost of $227,628 for the first year.

FISCAL EFFECTS

Hiring a vendor instead of hiring additional FTEs will save approximately $51,251 in the first year of the contract. Cost savings will be passed on to Tenants at City Hall by reducing their annual charges.

The pricing in RFP was an annual lump sum for services for 3 yrs, with options to extend into years 4 and 5. Therefore, the expenses incurred will be as follows:

Year	Price
1	$198,660.00
2	$204,619.80
3	$210,758.39
4	$217,081.15
5	$223,593.58

Staff requests that both vendor contracts for City Hall and BOC be approved to realize the maximum cost savings. If City Hall contract is approved and BOC contract is not, there will be additional costs incurred due to reassignment of staff to BOC that is currently shared between the two sites. There will be 3 FTE assigned to BOC instead of the current 2.5 FTE and BOC tenant charges will increase to cover that cost.

Attachments

Industry Benchmark Staffing Model
Economic Analysis
Contract - Pride of Montana

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Facility Staffing Levels: Maintenance, Custodial, and Grounds Care

National survey provides benchmarks for FTEs per square foot.

OTHER PARTS OF THIS ARTICLE

Facilities Management

Pt. 1: This Page

Pt. 2: Survey: Facility Staffing Levels for Office, Educational, Government, and Health Care Buildings

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Check out updated statistics for staffing levels in the fnPrime "Facility Staffing Report." Average staff sizes for maintenance, janitorial, grounds and security positions are broken out by seven facility types, square footage and operating budget.

fnPrime members can access the report for free here.

Non-members can either join the membership or purchase the report separately for $29 here.

One way to evaluate whether a facility management department is understaffed is to look at the staffing practices of comparable organizations.

us staffing levels for maintenance, custodial, and grounds care workers in terms of square feet or square acres per full time equivalent (FTE) employees.

That information was drawn from answers to three staffing questions in Building Operating Management's annual FM Pulse survey. Those three questions were:

• What is your staffing level for maintenance in square foot per full time equivalent employees (sq.ft./FTE)?

• What is your staffing level for custodians in square foot per full time equivalent employees (sq.ft./FTE)?

• What is your staffing level for grounds care in acres per full time equivalent employees (sq.ft./FTE)?

Nationally, the median number of square feet per FTE for the maintenance staff is 50,000; 22 percent of respondents reported that they outsourced the function. For custodians, the median is 28,000 square feet per FTE; 62

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acres per FTE; 82 percent said they used outsourcing for to handle grounds care. (The median is the middle point in a set of data; half of the responses are above it and half are below it.)

The responses revealed very wide variations in the practices of different facility management departments. There are many reasons that staffing levels differ from one organization to another. One is the level of cleaning that is acceptable in the space; the definition of “clean” varies among different organizations. Another has to do with the nature of the space involved. For example, custodial services can be provided more efficiently, in terms of square feet covered by a single FTE, in a 500,000 square foot high rise than in a K-12 system that offers pre-kindergarten in a variety of small spaces.

To help facility managers zero in on practices of comparable buildings, this report breaks down the responses by ten different types of facilities: owner-occupied commercial office, multitenant commercial office, higher education, K-12 systems, health care, hospitality, federal government, state government, municipal government, and retail. Even within those segments, however, there are significant variations in staffing levels. Once again, the variations are explained in part by the different ways that the facilities are used and the different expectations that organizations have for their facilities.

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Thus, in reviewing the data from the survey, it's important to pay at least as much attention to the range of responses as to the medians.

The FM Pulse survey was conducted by email by Facilitiesnet.com, the online home of Building Operating Management and Facility Maintenance Decisions magazines. We received 1,925 responses to the survey from August through October 2017.

Next

CONTINUE READING: FM STAFFING

1 Facility Staffing Levels: Maintenance, Custodial, and Grounds Care

2 Survey: Facility Staffing Levels for Office, Educational, Government, and Health Care Buildings

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ATTACHMENT A

Option 1 - Current Staffing Model		
Management Staff		
	Annual Hours	Expense
John - N35	104	$ 8,281
Tricia - N03	20	$ 1,166
Doug - 186	104	$ 5,438
		$ 14,885
Custodial Staff		
City Hall	Daily Hours	Expense
FMS II	8	$ 84,667
FMS I	8	$ 63,456
FMS I	4	$ 31,583
		$ 179,706
Custodial Staff		
BOC	Daily Hours	Expense
FMS I	8	$ 68,595
FMS I	8	$ 61,644
FMS I	4	$ 31,583
		$ 161,822
Misc Costs		
Equipment O&M		$ 3,000
Uniforms and Shoes		$ 1,500
		$ 4,500
Total Operating Costs - Year 1		$ 360,913
Total Operating Costs - Year 2		$ 371,740
Total Operating Costs - Year 3		$ 382,893
Total Operating Costs - Year 4		$ 394,379
Total Operating Costs - Year 5		$ 406,211

Option 2 - Industry Bechmark Staffing Model		
Management Staff		
	Annual Hours	Expense
John - N35	30	$ 2,388
Supervisor - N03	520	$ 25,650
		$ 28,038
Custodial Staff		
City Hall	Daily Hours	Expense
FMS I	8	$ 63,456
FMS I	8	$ 63,167
FMS I	8	$ 61,644
FMS I	8	$ 61,644
		$ 249,911
Custodial Staff		
BOC	Daily Hours	Expense
FMS I	8	$ 68,595
FMS I	8	$ 61,644
FMS I	8	$ 61,644
		$ 191,883
Misc Costs		
Equipment O&M		$ 5,000
Uniforms and Shoes		$ 2,100
		$ 7,100
Total Operating Costs - Year 1		$ 476,932
Total Operating Costs - Year 2		$ 491,240
Total Operating Costs - Year 3		$ 505,977
Total Operating Costs - Year 4		$ 521,156
Total Operating Costs - Year 5		$ 536,791

Larry Tween to Fac Maint Support II
Hire 2 new FMS I FTE
Backfill Larry position with FMS I FTE
Create new Supervisor position

Option 3 - Vendor Ousource Staffing Model		
Management Staff		
	Annual Hours	Expense
John - N35	30	$ 2,388
Tricia - N03	15	$ 874
		$ 3,262
		Expense
City Hall	Pride of Montana	$ 198,660
BOC	ABM	$ 142,032
		$ 340,692
Total Operating Costs - Year 1		$ 343,954
		Expense
City Hall	Pride of Montana	$ 204,620
BOC	ABM	$ 146,293
		$ 350,913
Total Operating Costs - Year 2		$ 354,273
		Expense
City Hall	Pride of Montana	$ 210,758
BOC	ABM	$ 150,682
		$ 361,440
Total Operating Costs - Year 3		$ 364,901
		Expense
City Hall	Pride of Montana	$ 217,081
BOC	ABM	$ 155,202
		$ 372,283
Total Operating Costs - Year 4		$ 375,848
		Expense
City Hall	Pride of Montana	$ 223,594
BOC	ABM	$ 159,858
		$ 383,452
Total Operating Costs - Year 5		$ 387,123

Year 1 savings	
Vendor versus Current	$ (16,959)
Vendor versus Industry Benchmark	$ (132,978)

Year 2 savings	
Vendor versus Current	$ (17,468)
Vendor versus Industry Benchmark	$ (136,967)

Year 3 savings	
Vendor versus Current	$ (17,992)
Vendor versus Industry Benchmark	$ (141,076)

Year 4 savings	
Vendor versus Current	$ (18,532)
Vendor versus Industry Benchmark	$ (145,309)

Year 5 savings	
Vendor versus Current	$ (19,088)
Vendor versus Industry Benchmark	$ (149,668)

Total Savings Across Contract Term	
Vendor versus Current	$ (90,038)
Vendor versus Industry Benchmark	$ (705,998)

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into _____, by and between the **CITY OF BILLINGS, MONTANA,** a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **PRIDE OF MONTANA INC**., of 175 N 27TH St., Suite 1310, Billings, MT 59101hereinafter referred to as "**CONTRACTOR**."

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

1. **PURPOSE: CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of custodial services described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This **AGREEMENT** is effective upon the date of its execution and will terminate on March 31, 2028. The parties may extend this **AGREEMENT**, by mutual concurrence, for two one-year renewal options, in writing prior to its termination.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **INCORPORATION BY REFERENCE:** All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this **AGREEMENT** and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this **AGREEMENT**, the terms of this **AGREEMENT** shall control.
5. **PAYMENT: CITY** agrees to pay **CONTRACTOR** six hundred thirteen thousand four hundred thirty-eight dollars and nineteen cents ($613,438.19) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing. See below for pricing breakdown by year.

Year	Price
1	$198,660.00
2	$204,619.80
3	$210,758.39
4	$217,081.15
5	$223,593.58

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly for all services rendered pursuant to this **AGREEMENT**. Such invoices shall specify the services provided to the **CITY** and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

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

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

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

7. **INDEMNITY:**

The **CONTRACTOR** SHALL:

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

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

during the course of or as a result of the performance of the **AGREEMENT**.

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

The **CITY** SHALL:

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

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

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

8. <u>INSURANCE</u>:

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

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

1. Workers' compensation and employer's liability coverage as required by Montana law.

2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage's -- $750,000 per claim and $1,500,000 per occurrence.

3. Automobile liability -- $1,500,000 per accident.

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

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

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

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

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

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

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

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-

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

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

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

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

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

11. NONDISCRIMINATION:

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

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

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

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

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

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

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

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

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

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

A. First and last name;

B. Duration onsite; and,

C. Personnel responsibilities.

13. **BACKGROUND CHECKS: CONTRACTOR** to have all employees fingerprint-based felony background check and CJIN certification approved before working in Police, Courts, City Attorney, and IT areas of City Hall.

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

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

This Agreement may be terminated by either party for any reason upon giving the other party thirty (30) days' prior written notice of termination, with the effective date of termination occurring thirty (30) days following the date of the written notice. If **CITY** terminates the contract, **CITY** will purchase equipment from **CONTRACTOR** that was purchased by **CONTRACTOR** to service the site.

16. **LIAISON:** The **CITY's** designated liaison for this **AGREEMENT** is John Caterino and the **CONTRACTOR**'s designated liaison for this **AGREEMENT** is Tom Iverson.

17. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit

between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

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

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

20. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the **AGREEMENT**, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this **AGREEMENT** will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR**'s work product.

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

CITY OF BILLINGS, MONTANA	**PRIDE OF MONTANA INC.**
_____	_____
WILLIAM A. COLE, MAYOR	**SIGNATURE**

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

ATTEST:

DENISE BOHLMAN, CITY CLERK

PRINT NAME

PRINT TITLE

EXHIBIT A – CLEANING SCOPE

All services to be rendered at
Site Name: City Hall
Site Address: 316 N 26th St., Billings, MT 59101
Tax ID: A00251
Item: Custodial Services

Services to be provided Monday through Friday and include 3 hours of day porting.
Owner to supply consumables, vendor to supply equipment and operating chemicals.
Vacuuming scope to be 3 times a week with space vac wide area carpet M/W/F, and 2 times a week with upright T/TH.

Area	**Frequency**			
Restrooms and Locker Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Clean/disinfect urinals and toilets	5			
Clean/disinfect sinks, sink fixtures, and brightwork	5			
Clean mirrors	5			
Mop floors, dust and vacuum as needed	5			
Spot clean as necessary	5			
Spot clean/disinfect walls, urinal partitions, and toilet partitions	1			
Clean/disinfect shower stalls and walls		1		
Deep clean of grout and tile			1	
Machine scrub floors				2
Deep clean shower stalls				1

Area	Frequency			
Break Rooms	Weekly	Monthly	Quarterly	Yearly
Check and stock consumables	5			
Empty trash and replace can liners	5			
Spot clean LVP flooring	5			
Clean/disinfect sinks and countertops	5			
Clean/disinfect door hardware	5			
Clean windows	5			
Wipe down tables	5			
Wipe chairs		1		

Area	Frequency			
Offices, Workstations, Private Areas	Weekly	Monthly	Quarterly	Yearly
Vacuum carpet floors	5			
Spot clean as necessary	5			
Wipe door handles	1			
Clean windows	1			
Wipe partition tops and glass ledges	1			
Dust windowsills		2		
Dust surfaces between shoulder and knees, as necessary		1		
Dust surfaces above shoulder and below knees, as necessary		1		

Area	Frequency			
Entry Ways and Lobbies	Weekly	Monthly	Quarterly	Yearly
Empty trash and replace can liners	5			
Mop terrazzo floors and vacuum carpet	5			
Clean glass entry doors inside/outside	5			
Vacuum carpet floor mats	5			
Spot clean as necessary	5			
Shampoo carpet				1

Area	Frequency			
Hallways/Common Areas	Weekly	Monthly	Quarterly	Yearly
Mop terrazzo and tile floors, and vacuum carpet	5			
Spot clean lobby furniture	5			
Spot clean walls from floor to shoulder	1			
Clean baseboards		1		

Area	Frequency			
Elevators	Weekly	Monthly	Quarterly	Yearly
Vacuum floors	5			
Wipe elevator controls	5			
Spot clean interior car and hall doors as necessary	5			

Area	Frequency			
Courtrooms	Weekly	Monthly	Quarterly	Yearly
Vacuum floors	5			
Wipe benches	5			
Wipe counter	5			
Clean/disinfect door hardware	5			

Area	Frequency			
Meeting Rooms	Weekly	Monthly	Quarterly	Yearly
Vacuum floors	5			
Wipe tables	5			
Clean glass	5			
Clean/disinfect door hardware	5			

Area	Frequency			
Customer Counters	Weekly	Monthly	Quarterly	Yearly
Wipe counter	5			
Clean glass	5			
Clean/disinfect door hardware	5			

Area	Frequency			
Stairwells	Weekly	Monthly	Quarterly	Yearly
Spot clean	5			

Area	Frequency			
Council Chambers	Weekly	Monthly	Quarterly	Yearly
Vacuum carpet	1			
Clean glass	1			
Wipe chairs, as necessary	1			
Wipe counters	1			
Clean/disinfect door hardware	1			

Floor Areas – Total

Floor	Area
1st floor	26,159 square feet
2nd floor	34,295 square feet
3rd floor	34,295 square feet
4th floor	34,295 square feet
5th floor	34,295 square feet

Floor Areas – Total Built Out and Occupied

Floor	Area
1st floor	19,402 square feet
2nd floor	29,326 square feet
3rd floor	18,930 square feet
4th floor	23,057 square feet
5th floor	30,162 square feet

Floor Areas – Common Areas (shared TR and lobbies)

Floor	Area
1st floor	6,074 square feet
2nd floor	3,538 square feet
3rd floor	3,000 square feet
4th floor	2,254 square feet
5th floor	3,773 square feet

Toilet Rooms – Fixtures

Floor	Lavs	Water Closets	Urinals	Water Coolers	Showers
Lower Basement	3	3	0	0	2
1st floor	5	7	2	2	0
2nd floor	9	9	2	2	0
3rd floor	8	11	3	2	0
4th floor	10	13	3	2	0
5th floor	8	10	3	2	0

Toilet Rooms – Dispensers

Floor	Soap	Toilet Paper	Paper Towels	Seat Covers	Napkin Cans
Lower Basement	3	3	3	0	0
1st floor	7	7	7	7	4
2nd floor	14	10	14	10	4
3rd floor	2		4		
4th floor	9	13	9	11	7
5th floor	12	10	10	10	7

Breakrooms – Fixtures and Dispensers

Floor	Soap	Paper Towels	Sinks
Lower Basement	0	0	0
1st floor	2	2	2
2nd floor	2	2	2
3rd floor	0	0	0
4th floor	3	3	3
5th floor	4	4	4

Waste Cans

1st floor	
Size	**Quantity**
7 gallon	1
16 gallon	10
23 gallon	4
35 gallon	4

2nd floor	
Size	**Quantity**
7 gallon	7
16 gallon	6
23 gallon	0
30 gallon	10
35 gallon	17

3rd floor	
Size	**Quantity**
7 gallon	0
16 gallon	4
23 gallon	0
35 gallon	0

4th floor	
Size	**Quantity**
7 gallon	3
16 gallon	5
23 gallon	0
30 gallon	4
35 gallon	13

5th floor	
Size	**Quantity**
7 gallon	7
16 gallon	15
23 gallon	6
30 gallon	10
35 gallon	3

City Council Regular

Date:	03/24/2025
Title:	Sale of Park 1 Ground Retail Space
Presented by:	John Caterino, Facilities Manager
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council approve a Purchase and Sale Agreement to sell the ground level retail space of Park 1 to TD Properties and/or assigns, for $991,300.00 with the following contingencies: (1) Council approval, (2) due diligence inspections, (3) approval and due recording of Condo Declaration and Bylaws

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

On 12/07/2022 City of Billings signed a contract with NAI Business Properties with Matt Robertson acting as supervising broker for this transaction.

On 11/14/2022 a public hearing was held, and Council approved resolution 22-11083 authorizing City staff to advertise the sale and disposal of Park 1 ground retail space on 3rd Ave N. The resolution is attached for reference.

On 9/25/2023 a Purchase and Sale Agreement was brought to Council and Staff recommend that Council reject the offer due to the negotiated sale price being below market value. The memo is attached for reference. At the time Council rejected this offer there were two unleased Units, which have subsequently been Leased. With the move of the Crime Prevention Center to new City Hall there is currently one unleased Unit.

On 01/21/2025 NAI presented to City an offer from TD Properties and/or assigns to purchase the Subject Property. Since that date, both parties have negotiated the details of the attached Purchase and Sale Agreement. The Purchase and Sale Agreement was drafted by NAI and reviewed by Moulton Bellingham.

On 12/9/2024 Council approved the Condo Declaration and Bylaws for the Subject Property. The City Clerk's office has submitted to the County Clerk's office the signed Condo Declaration and Bylaws and is waiting for copies of final recorded documents. The memo is attached for reference.

Park 1 is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, LOT 7 - 17, LTS 7-17 & 200 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651) in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

The Subject Property known as Park 1 is addressed as 2912 3rd Ave N. and consists of approximately 16,044 square feet of commercial retail space located on the ground level and the remainder of the approximately 149,976 square feet being a parking garage. A previously approved motion of a Condominium Declaration separated the property into three separate units:

(1) Parking Garage and related support spaces - To be retained by City
(2) East Ground Level Condo - Approximately 8,757 contiguous square feet and contains four (4) suites
(3) West Ground Level Condo - Approximately 7,287 contiguous square feet and contains two (2) suites

STAKEHOLDERS

City:

- City Council as approving body
- Facilities Division as Landlord to Tenants of retail space
- Parking Division as Landlord of parking garage

External Parties:

- Bryce Burke with Moulton Bellingham

- Matt Roberston with NAI Business Properties
- Park 1 Tenants (Budget Instant Print, Self Help Law Center, DaKava House, Little Llama Learners, Volunteers of America)
- TD Properties and/or assigns as buyer of Subject Property

ALTERNATIVES

City Council may:

- Approve to enter into a Purchase and Sale Agreement with TD Properties and/or assigns, Inc., or,
- Not Approve and provide further direction

Approval would begin the 60-day due diligence period for the Buyer.

FISCAL EFFECTS

The original purchase price offer was $956,000.00 and the negotiated purchase price is $991,300.00

Buyer has requested a rent guarantee for the recently vacated Crime Prevention Center at a rate of $10.00/PSF/YR for a period of one year or less if leased sooner. Total potential obligation is $41,790.

The funds from the sale of the Subject Property will be used to offset construction costs for New City Hall.

Costs to City associated with sale of subject Property will include closing, condo'ing, legal fees, and broker fees. Total costs for these services are estimated to be about $50,000.00.

Assuming sale of subject Property coupled with broker fees and rent guarantee the net sale price to City is estimated to be $900,000.00.

Attachments

Park 1 Resolution
Park 1 PSA Memo 9/25/2023
Park 1 Condo Declaration and Bylaws Memo 12/9/2024
Park 1 PSA - TD Properties

DocuSign Envelope ID: A2C59F9F-2E00-4693-911F-5DCBEDD1F0B2

OFFICE OF THE CITY CLERK
COUNCIL ACTION FORM

SUBJECT: Authorizing the sale, disposal or lease of Park 1 ground retail space

Council Meeting Date: 11/14/22

Vote: Approved 11-0

Shaw, Gulick, Neese, Owen, Joy, Choriki, Tidswell, Purinton, Boyett, Rupsis, Mayor Cole

DocuSign Envelope ID: A2C59F9F-2E00-4693-911F-5DCBEDD1F0B2

RESOLUTION 22-11083

A RESOLUTION PURSUANT TO BILLINGS, MONTANA CITY CODE, ARTICLE 22-900; SALE, EXCHANGE OR DONATION OF CITY REAL PROPERTY, DESCRIBING THE PROPERTY TO BE DISPOSED, DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE PROPERTY AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings finds it necessary or desirable to dispose of properties it currently owns, located at BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, Lot 7 - 17, LTS 7-17 & 20 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651 in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

WHEREAS, Council authorize staff to proceed with the sale, exchange or donation of BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, Lot 7 - 17, LTS 7-17 & 20 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County; and,

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and,

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the 14th day of November 2022;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS MONTANA, AS APPROVED BY NO LESS THAN SIX OF OUR NUMBER, AS FOLLOWS:

The City Council may sell real property belonging to the city described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, Lot 7 - 17, LTS 7-17 & 20 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651 in the City of Billings, Yellowstone County, Montana and the City Council shall have the authority and discretion to select the bid that is in the best interest of the city, conditionally accept a bid, or it may reject any and all bids. Other local, state, or federal governmental entities expressing interest shall be exempt from competitive bidding, and the City Council may sell, exchange, or donate specific real property to such governmental entities without a competitive bidding process.

City staff shall proceed under Section 22-902 of the Billings Montana City Code to publish notice of the City's intent to sell real property belonging to the City more particularly described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, Lot 7 - 17, LTS 7-17 & 20 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651 in the City of Billings, Yellowstone County,

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Montana and request competitive bids on such property as required by Section 22-902(1)(a).

City staff shall notify property owners within three hundred (300) feet of the exterior boundaries of the real property described above fifteen (15) days in advance of the time, date, place of the public hearing on the sale of such property and the existing and proposed use of such property.

See map attached as Exhibit A.

APPROVED AND PASSED by the City Council of the City of Billings this 14th day of November 2022.

DS

CITY OF BILLINGS:

DocuSigned by:

By: William A Cole

William A. Cole, Mayor

ATTEST:

DocuSigned by:

BY: Denise Bohlman

Denise R. Bohlman, City Clerk

DocuSign Envelope ID: A2C59F9F-2E00-4693-911F-5DCBEDD1F0B2

Exhibit A

DocuSign Envelope ID: A2C59F9F-2E00-4693-911F-5DCBEDD1F0B2

DocuSign

Certificate Of Completion

Envelope Id: A2C59F9F2E004693911F5DCBEDD1F0B2
Subject: Please DocuSign: RES 22-11083
Source Envelope:
Document Pages: 5
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 2
Initials: 0
Stamps: 1

Status: Completed

Envelope Originator:
Toni Keehner
keehnert@billingsmt.gov
IP Address: 161.7.21.158

Record Tracking

Status: Original
11/15/2022 1:32:11 PM

Holder: Toni Keehner
keehnert@billingsmt.gov

Location: DocuSign

Signer Events	Signature	Timestamp
William A Cole coleb@billingsmt.gov Mayor Security Level: Email, Account Authentication (None)	DocuSigned by: William A Cole 2CA11D5423334EE... Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 11/15/2022 1:33:48 PM Viewed: 11/15/2022 4:23:10 PM Signed: 11/15/2022 4:24:41 PM
Electronic Record and Signature Disclosure: Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a		
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None)	DocuSigned by: Denise Bohlman D503C2218DC34F0... SEAL Signature Adoption: Pre-selected Style Using IP Address: 161.7.21.24	Sent: 11/15/2022 4:24:42 PM Viewed: 11/16/2022 7:58:58 AM Signed: 11/16/2022 7:59:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Toni Keehner keehnert@billingsmt.gov Deputy City Clerk City Clerk Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 161.7.21.158	Sent: 11/16/2022 7:59:10 AM Viewed: 11/16/2022 8:14:07 AM Signed: 11/16/2022 8:14:09 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/15/2022 1:33:48 PM
Certified Delivered	Security Checked	11/16/2022 8:14:07 AM
Signing Complete	Security Checked	11/16/2022 8:14:09 AM
Completed	Security Checked	11/16/2022 8:14:09 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Billings (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Billings:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kampal@billingsmt.gov

To advise Carahsoft OBO City of Billings of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kampal@billingsmt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Billings

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kampal@billingsmt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Billings

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kampal@billingsmt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Billings as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Billings during the course of your relationship with Carahsoft OBO City of Billings.

City Council Regular

Date:	09/25/2023
Title:	Sale of Park 1 Ground Retail Space
Presented by:	John Caterino, Facilities Manager
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

City Council Operations Committee recommends that Council reject all proposals that were submitted as part of the RFP process to sell the ground level retail space of Park 1.

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

On 12/07/2022 City of Billings signed a contract with NAI Business Properties with Matt Robertson acting as supervising broker for this transaction.

Legal ads were placed in *Yellowstone County News* on 11/04/2022 and 11/11/2022. Property owners within 300' of subject Property were mailed notification of the potential sale, disposal, or lease on 11/04/2022. The approval of the resolution is the first step in the process to make Properties available if City Council approves.

On 11/14/2022 a public hearing was held, and City Council approved resolution 22-11083 authorizing City staff to advertise the sale and disposal of Park 1 ground retail space on 3rd Ave N. Park 1 is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 56, LOT 7 - 17, LTS 7-17 & 200 X 100' VAC ALLEY ADJ TO LTS 9-16 BLK 56 BILLINGS ORIGINAL TOWN (I-140,I-684,I-649,I-78B,I-650 & I-651) in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

Administration Department advertised a Request for Proposal (RFP) for the subject Property on 04/14/2023 and 04/21/2023 in *Yellowstone County News* and on the City's website. Additionally, the RFP was broadcast nationally by NAI.

Two (2) proposals were submitted by 06/16/2023.

On 06/28/2023 the City Council Operations Committee recommended Staff and NAI to negotiate with Journey Willow Cottage LLC to achieve the best agreeable sale price for the City for subject Property. The sale price was negotiated from the original submittal price of $700,000.00 to $750,000.00.

City Staff recommended moving forward with the offer from Journey Willow Cottage LLC, to purchase subject Property due to a number of reasons:
- Quality of proposal
- Experience of proposer
- Financial capacity to complete transaction with pre-qualification letter from lender
- Proposed development and use of spaces
- Proposed development schedule
- Increased tax base and economic growth to Central Business District
- Total price competitiveness as Journey Willow Cottage offered the highest price for the subject Property
- Crime reduction to the surrounding area

Building area to be sold is 16,503 square feet and currently there are six demised suites, four are occupied on a month-to-month basis (Volunteers of America, Crime Prevention Center, Budget Instant Print, and Yellowstone County Self Help Law Center), and two are vacant. The City of Billings Parking Division manages all hard and soft services for the Property and there is a net-negative operating income.

In the proposal submitted by Journey Willow Cottage LLC they have outlined their desire to develop the subject Property into a multi-use space with a diversity of tenants, such as restaurants and retailers. They have previous experience with rehabilitation of rental property throughout the midtown area and are committed to bringing that same approach to the subject Property. At the time of proposal and negotiations, Journey Willow Cottage LLC did not request any TIF funds.

On 09/14/2023 City Staff and NAI met with Council Operations Committee to discuss the sale of Park 1 ground level retail space to Journey Willow Cottage LLC. The Committee believes that the negotiated sale price is below market value and that a higher sale price could be obtained by relisting the Property. City Staff is working on bringing a new ordinance to amend existing Billings Montana City Code article 22-900 for the sale, exchange, or donation of city real property in January 2024, to Council for approval. This will streamline the sale of Property and allow Staff to forego the RFP process which inherently comes with more obstructions that submitters must negotiate.

ALTERNATIVES

City Council may:

- Reject all proposals; or,
- Approve to enter into a Purchase and Sale Agreement with Journey Willow Cottage LLC for $750,000.00, and reject DBP proposal

Approval would begin the due diligence period for the Buyer. The PSA includes a Development Agreement and a Council contingency that must be approved by City Council prior to close of sale.

FISCAL EFFECTS

The following offers were received:

Submitter	Price
Journey Willow Cottage, LLC	$700,000.00
Downtown Billings Partnership*	$2.00

*Note that the DBP proposal was only for purchase of two Suites.

After negotiations with Journey Willow Cottage the agreed upon sale price is $750,000.00.

Currently, subject Property is a net negative operating income for the City and sale of this Property for $750,000.00 will be used to offset construction costs at New City Hall.

Costs to City associated with sale of subject Property will include closing, condo'ing, and broker fees. Total costs for these services are estimated to be about $50,000.00. Additionally, the Crime Prevention Center does not pay rent which is an estimated value of about $40,000 per year.

Assuming sale of subject Property and CPC occupying their Suite until construction completion of new City Hall in September 2024, coupled with broker fees the net sale price to City is estimated to be $670,000.00.

Attachments

Resolution 22-11083
Journey Willow Cottage Submission
DBP Submission

City Council Regular

Date: 12/09/2024
Title: Park 1 Condominium Declaration and Association ByLaws
Presented by: John Caterino, Facilities Manager
Department: City Hall Administration
Presentation: No
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends that Council approve the Condominium Declaration of Unit Ownership and Associated Bylaws for the six (6) demised commercial retail Suites on the ground level of the Subject Property commonly known as Park 1.

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

In 2022 Council approved a resolution for the sale and disposition of various City Properties. Of the four Subject Properties identified, three are currently under contract (current City Hall/Park 3, and two surface lots on N 27th St.) and the fourth is actively being listed by NAI Business Properties (Park 1 retail spaces). Since that time, our broker has been listing the retail spaces for lease, per Council's direction, to increase the income and metrics of the investment.

The Subject Property known as Park 1 is addressed as 2912 3rd Ave N. and consists of approximately 16,044 square feet of commercial retail space located on the ground level and the remainder of the approximately 149,976 square feet being a parking garage. A motion to approve Condominium Declaration will separate the property into three separate units:

(1) Parking Garage and related support spaces - To be retained by City
(2) East Ground Level Condo - Approximately 8,757 contiguous square feet and contains four (4) suites
(3) West Ground Level Condo - Approximately 7,287 contiguous square feet and contains two (2) suites

Creating two ground level commercial condos increases the flexibility and opportunity for sale.

The Condominium Declaration establishes the existence of the Association as it relates to the Parties in Section 2 and further defines the Condominium Association Bylaws which will govern the percentage interest in the Condo, use, maintenance, and responsibilities of Unit Owners. The City will retain a significant continuing presence in the Association since it retains the parking garage which constitutes the majority of the building's square footage.

The Condominium Declaration was drafted by Moulton Bellingham and reviewed by City Attorney's office and the listing broker.

The potential sale of Park 1 retail space has been presented to City Council previously. See attached staff memo from 9/25/2023 for more information.

STAKEHOLDERS

Stakeholders include

City:

- City Council
- Administration
- City Attorney

External Parties:

- Bryce Burke with Moulton Bellingham
- Matt Roberston with NAI Business Properties
- Existing tenants at Park 1 (Volunteers of America, Billings Police Department Crime Prevention Center, Little Llama Learners, DaKava House, Self Help Law Center, Budget Instant Print)

ALTERNATIVES

City Council may:

- Approve the Condominium Declaration and Owners Association Bylaws; or,
- Disapproved the Condominium Declaration and Owners Association Bylaws, and provide further direction to staff regarding the property disposal.

FISCAL EFFECTS

The immediate financial impacts include the cost of Moulton Bellingham to draft and review the Declaration of Unit Ownership.

Assuming City Council approves a sale of the Subject Property at a later date, there will be broker fee paid to Matt Robertson of NAI Business Properties who is acting as supervising broker. Brokerage fees are 5% of gross sale amount. The net income realized from the sale will be used to offset construction costs at New City Hall.

Attachments

Park 1 Condo Declaration
Park 1 Condo Bylaws
Park 1 Condo Floorplan
Park 1 PSA Memo 9/25/2023

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date 2/19/2025

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

1. PARTIES AND PROPERTY:

Seller, City of Billings , agrees to sell to TD Properties and/or assigns , Buyer, taking title as:
☐Joint tenants with rights of survivorship, ☐Tenants in common, ☐Individually in his/her own name, ☒Other
agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Agreement, the following described real property in the City of Billings County of Yellowstone State of MT
Property commonly known as: Retail and Office Condo's located at 2912 3rd Ave North more particularly described as Retail Unit West and Retail Unit East in the Declaration of Unit Ownership for Park 1 3rd Avenue Garage ("Condo Declaration").
Legal description of the Property: To be determined upon recording of the condo documents
If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to conform to the legal description in the Commitment (defined below).

2. PURCHASE PRICE AND TERMS:

The purchase price shall be $ 991,300.00 payable in U.S. Dollars by Buyers as follows:

$ 10,000.00 (A) **Earnest Money** ("Earnest Money") to be deposited with the Closing Agent (defined below) within 3 Business Days after the date of the execution of this Agreement.

$ 981,300.00 (B) **Cash at closing**, plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds and the proceeds from a new loan to be secured by Buyer on terms acceptable to Buyer.

$ (C) Seller to finance Buyer's purchase under the following terms and conditions:

$ (D) Assumption of Existing Financing:

$ **TOTAL PURCHASE PRICE**

Additional Provisions:
See attached Exhibit B

3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at Closing.
☒Security Deposits ☐Signs ☐Dumpster(s) ☐
The following personal property is leased and not included in the sale: N/A
Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except as otherwise identified as common areas or common elements in the Condo Declaration.
All personal property and fixtures sold with the Property described above are sold "**AS IS**" without warranty by the Seller, either expressed or implied **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.**

4. CLOSING:

Buyers initials / Sellers initials

Closing of the sale and purchase ("Closing") shall be held, subject to the provisions hereof, on 60 days after inspection release date ("the Closing Date").

Closing shall be held at the office of Flying S Title & Escrow (the "Closing Agent") in Billings, Montana. Seller and Buyer will deposit with the Closing Agent all instruments and monies necessary to complete the sale and purchase in accordance with this Agreement on the Closing Date. Each of the parties shall pay one-half of the closing fees of the Closing Agent. At the closing, Seller shall pay the premium for issuance of the ALTA standard coverage owner's title insurance policy required under this Agreement, and Buyer shall pay the fees for recording and filing the conveyance documents. Seller and Buyer shall each pay their own attorney fees and other costs involved with their performance of this Agreement. All security deposits under the Leases referenced in Section 8 below will be transferred by Seller to Buyer at Closing.

5. POSSESSION:

Unless otherwise specified herein, Buyer shall be entitled to possession of the Property on the Closing Date. On the Closing Date, Seller will deliver to Buyer keys to all locks located on the Property, all garage door openers (if any), all security system or alarm codes and operating instructions, and all other documentation and items in Seller's possession or control relating to use and operation of the Property.

6. PRORATION:

As of the Closing Date Seller and Buyer agree to prorate current real estate taxes, pre-paid rents and operating expenses, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as:

Special Improvement District assessments (including rural SID's) will be ☐paid off by Seller at Closing or ☒assumed by Buyer at Closing.

7. ASSUMED LOANS:

The following loans are being assumed by the Buyer and should be assigned to the Buyer at Closing:
N/A

8. ASSUMED LEASES:

The following leases are being assumed by the Buyer and should be assigned to the Buyer at Closing:
Budget instant Print, Self Help Law Center, Dakava House, Little Llama Learners and Volunteers of America.

9. SELLER'S DELIVERABLES:

If within Seller's possession, Seller shall deliver the following documents within 10 Days after the date of execution of this Agreement to Buyer:
See attached Exhibit A
Release Date: 45 Days from receipt at 5:00 pm (Mountain Time)

10. CONTINGENCIES:

The contingencies set forth in this Agreement shall be deemed to have been released, waived or satisfied unless the party requesting the contingency has notified the other party or its broker/salesperson in writing by 5:00 pm (Mountain Time) on the Release Date specified for each contingency, that the contingency is not released, waived or satisfied. If a party has notified the other party on or before the Release Date that the contingency is not released, waived or satisfied, this Agreement is terminated, and the Earnest Money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

INSPECTION CONTINGENCY:

☒This Agreement is contingent upon Buyer determining, in its sole discretion, that the Property is satisfactory in all respects and suitable for its intended uses. Buyer agrees to acquire, at its sole cost, independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Seller agrees to provide Buyer and Buyer's agents, inspectors or advisors reasonable access to the Property to conduct any inspections desired by Buyer. Buyer agrees to return the Property to its original condition and to indemnify Seller from any damages or destruction to the Property caused by the Buyer's investigation or inspections if Buyer does not purchase the Property.

Buyers initials / Sellers initials

Release Date: 45 days from execution date at 5:00 pm (Mountain Time).

FINANCING CONTINGENCY:

☐ ☒This Agreement is contingent upon Buyer obtaining financing satisfactory to Buyer as specified in Section 2(B) of this Agreement.

Release Date: _____ at 5:00 pm (Mountain Time).

APPRAISAL CONTINGENCY:

☐This Agreement is contingent upon the Property appraising for at least the ☒ Purchase Price OR at least ☐$ _____

Release Date: _____ at 5:00 pm (Mountain Time).

INSURANCE CONTINGENCY:

☐This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to Buyer, hazard insurance on the Property.

Release Date: _____ at 5:00 pm (Mountain Time).

ADDITIONAL CONTINGENCIES:

☒This Agreement is contingent upon the approval and due recording of the Bylaws and the Condo Declaration in accordance with the Unit Ownership Act (Mont. Code Ann. § 70-23-101 *et seq.*) This agreement shall be terminated, and the Earnest Money will be returned to the Buyer, if the Property cannot be separated into the units described in the Condo Declaration.

Release Date: _____ at 5:00 pm (Mountain Time).

☐This Agreement is contingent upon _____

Release Date: _____ at 5:00 pm (Mountain Time).

11. SELLER'S REPRESENTATIONS AND WARRANTIES:

(a) Seller hereby represents and warrants to Buyer the following:
(i) Seller expressly disclaims any warranties of condition, fitness for particular use or purpose, and all other warranties concerning the Property, except those warranties specifically made in the **Warranty Deed** and any other conveyance documents to be delivered at Closing.
(ii) Except as otherwise specified hereunder, during Seller's ownership of the Property to the best of Seller's actual knowledge, information and belief, no portion of the Property has been used as a landfill or for the storage or disposal of any hazardous or toxic materials, and to the best of Seller's actual knowledge, information and belief, no portion of the Property has ever been used as a landfill or for the storage or disposal of any hazardous or toxic materials. Except as otherwise specified hereunder, to the best of Seller's actual knowledge, information and belief, there are no underground fuel tanks located under the Property.
(iii) Seller has no knowledge of any condemnation proceedings affecting the Property.
(iv) Seller has no knowledge of any federal, state or local governmental effort claiming or asserting violation of any laws, ordinances, statues, or regulations affecting the Property, including, but no limited to, environmental concerns.
(v) Seller has no knowledge of any federal, state, or local proceeding or effort to close, restrict or change any highway or road providing access to the Property, and Seller has no knowledge of any easements or rights-of-way on the Property which are claimed by the County in which the Real Property is located for which no constructed road exists.
(vi) Seller has no knowledge of any claims against the Property by any federal, state or local authority, or any third party.
(vii) Seller has no knowledge of any claims by a third party for prescriptive rights across, through, or on the Property.

_____ / _____
Buyers initials Sellers initials

(viii) Execution of this Agreement by Seller will not give rise to any causes of action on the part of any third parties or result in breach of any other agreements to which Seller is a party.
(ix) Seller has no knowledge of any leases or other rights of third parties affecting the Property that have not been disclosed in writing to Buyer.
(x) Seller makes no representations regarding the precise location of boundaries of the Property.

Seller's exception(s) to the above representations and warranties: _____

_____

_____

(b) Seller agrees to immediately notify Buyer of any changes to the representations and warranties set forth above between the date of execution of this Agreement and the Closing Date.
(c) The representations and warranties of Seller shall be true and correct as of the Closing Date and shall survive the Closing.

12. OPERATION OF THE PROPERTY:

From the date of this Agreement through the Closing Date, Seller: (a) shall operate the Property prudently and in substantially the same manner as previously conducted, and (b) shall not grant or convey and interest in any of the Property to a third party.

13. CONDITION OF PROPERTY AND RELATED ISSUES:

The parties agree that the Property is being sold and conveyed in "as is, where is" condition except as herein specifically provided. Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, on the Closing Date as existed on the date of the execution of this Agreement. Seller agrees to remove all of its personal property not included in this sale and purchase from the Property by the Closing Date. All units within the Property being sold to Buyer shall be in clean condition. Buyer is entitled to inspect the Property prior to Closing to ensure that the Property is in the condition required by this Section and that any personal property included in this Agreement remains on the Property.

14. BUYER'S INDEPENDENT INVESTIGATION:

Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment.

15. ASSIGNABILITY:

This Agreement ☒shall ☐shall not be assignable by Buyer without Seller's prior written consent, but only if such assignment is to a limited liability company or other entity owned by Buyer or its principals and created to take title to the Property to be purchased under this Agreement, and such assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

16. CONVEYANCE:

Seller shall convey the Property by **Warranty Deed** conveying fee simple merchantable title to the Property to Buyer free and clear of all liens and encumbrances except: (i) reservation in federal and state patents; (ii) existing easements and rights-of-way, visible or of record; (iii) building, use, zoning, sanitary and environmental restrictions; (iv) mineral and royalty reservations or conveyances of record, and oil, gas, and mineral leases of record; (v) real estate taxes and assessments for the year in which Closing occurs, (vi) water, water rights, and ditch rights for which Seller makes no warranties whatsoever; (vii) county road rights-of-way not recorded or indexed as a conveyance in the office of the Clerk and Recorder of the County in which the Property is located; and (viii) any other liens, encumbrances or exceptions expressly agreed to herein, included but not limited to unrecorded leases affecting the property. Seller makes no warranty regarding water rights.

17. TITLE EVIDENCE:

Within a reasonable time after the date of the execution of this Agreement, Seller shall furnish to Buyer title evidence to the Real Property in the form of a commitment for a standard owner's policy of title insurance ("Commitment") in the amount of the purchase price, together with copies of all documents shown as special exceptions in the Commitment, showing that Seller owns fee simple marketable title to the Real Property. Buyer shall have 10 days after the Commitment and copies of all special exceptions are delivered to Buyer or Buyer's broker/salesperson to review the Commitment and all issues of title to the Property (the "Title Review Period"), and Buyer shall have the right to approve or disapprove of any aspect of title to the Property, in Buyer's discretion. At the end of, or at any time during, the Title Review Period: (a) Buyer may give written notice to Seller or Seller's broker/salesperson that Buyer has elected to terminate this Agreement based upon Buyer's review of the Commitment, in

_____ / _____
Buyers initials Sellers initials

which event the Earnest Money shall be immediately refunded to Buyer, and neither party shall have any further obligation under this Agreement; or (b) Buyer may give written notice to Seller or Seller's broker/salesperson of title irregularities which Buyer requires that Seller correct ("Title Objections"). Within five (5) days after receipt of Buyer's notice of Title objections, Seller shall provide written notice to Buyer or Buyer's broker/salesperson as to whether or not Seller will endeavor to cure any or all of the Title Objections. If Seller gives written notice that it will not correct any Title Objections, then Buyer may terminate this Agreement by giving written notice to Seller or Seller's broker/salesperson within five (5) days after receipt of Seller's notice, in which event the Earnest Money shall be immediately refunded to Buyer and this Agreement shall have no further force or effect; provided that if Buyer does not give notice of termination within the time specified, Buyer shall be deemed to have waived of any Title Objections contained in Seller's notice that Seller will not correct the Title Objections. If Seller does not object to correcting any Title Objections, then Seller shall proceed with reasonable diligence at Seller's expense to attempt to correct the same. If Seller is unable to cure or remove all
Title Objections by 10 days prior to the Closing Date, then this Agreement may, at Buyer's option, be terminated or Buyer may waive any Title Objections not cured or removed by Seller and elect to close, written notice of which shall be provided by Buyer to Seller or Seller's broker/salesperson on or prior to the Closing Date. If Buyer elects to terminate this Agreement pursuant to the preceding sentence, then the Earnest Money shall be immediately refunded to Buyer and neither party shall have any further obligation under this Agreement. Within a reasonable time after the Closing Date, the Closing Agent shall, at Seller's expense, issue an owner's policy of title insurance to Buyer in accordance with the terms of this Section.

18. CONDITION OF TITLE:

Encumbrances to be discharged by Seller shall either be satisfied prior to Closing or from Seller's proceeds at time of Closing. Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be recorded, filed or placed against title to the Property after the Date of this Agreement unless approved in advance by Buyer in writing. Notwithstanding the foregoing, Buyer acknowledges that Seller will seek to record the Condo Declaration to define the Units within the Property, including the Units being conveyed under this Agreement.

19. TAX DEFERRED EXCHANGE: (check, where applicable)

☐Buyer herein acknowledges that it is the intention of Seller to create IRC Section 1031 tax deferred exchange and that Seller's rights and obligations under this agreement may be assigned to facilitate such exchange. Buyer agrees to cooperate with Seller in any manner necessary to enable Seller to qualify for said exchange at no addition cost or liability to Buyer, including the execution of an Assignment Agreement.
☐Seller herein acknowledges that it is the intention of Buyer to complete IRC Section 1031 tax deferred exchange and that Buyer may assign his rights and obligations under this agreement for the purpose of completing such exchange. Seller agrees to cooperate with Buyer in any manner necessary in order to complete said exchange at no additional cost of liability to Seller, including the execution of an Assignment Agreement.

20. STATUTORY DISCLOSURES:

METHAMPHETAMINE: If the property is inhabitable real property, the Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as clandestine Methamphetamine drug lab Seller agrees to execute and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceeded federal guidelines have been found in buildings in Montana. Additional information regarding radon and radon testing may be obtained from your county or state public health unit. Buyer acknowledges receipt of a copy of this statement prior to entering into this Agreement.

If the Property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of Seller's knowledge the Property ☐ has ☒ has not been tested for radon gas and/or radon progeny and the Property ☐ has ☐ has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, Seller agrees to provide, as available, test results to Broker along with any evidence of mitigation or treatment.

LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, attached hereto and made a part hereof is the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

_____ / _____
Buyers initials Sellers initials

MOLD: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your country extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts content that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Center for Disease Control and Prevention is studying the link between mold and serious health conditions. Seller cannot and does not represent or warrant the absence of mold. It is Buyer's obligation to determine whether a mold problem is present. To do so, Buyer should hire a qualified inspector and make any contract to purchase contingent upon the results of that inspection. A seller who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase. Seller represents to the best of Seller's knowledge that the Property ☐ has ☒ has not received mitigation or treatment for mold. If the Property has been tested for mold or has received mitigation or treatment for mold Seller agrees to provide any documents or other information that may be required under Montana law concerning such testing, treatment or mitigation.

MEGAN'S LAW: Pursuant to the provisions of Title 46, Chapter 2, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local county Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

SMOKE AND CARBON MONOXIDE DETECTORS: Seller represents that the Property ☒ is ☐ is not equipped with smoke detectors. Seller represents that the Property ☐ is ☒ is not equipped with carbon monoxide detectors.

21. REMEDIES UPON DEFAULT:

(a) if Seller fails to perform any of Seller's obligations under this Agreement or fails to consummate this Agreement in accordance with its terms for any reason within the control of Seller, then Buyer shall have the option of any of the following:
(i) Terminating this Agreement by giving written notice to Seller or Seller's broker/salesperson, in which event Buyer shall be entitled to a return of the Earnest Money, together with any interest thereon; or
(ii) Enforcing specific performance buy Seller of Seller's obligations under this Agreement; or
(iii) Exercising any other remedy available to Buyer at law or in equity.
(b) if Buyer fails to perform any of Buyer's obligations under this Agreement or fails to consummate this Agreement in accordance with its terms for any reason other than Seller's inability to delivery fee simple marketable title subject only to those special exceptions in this title commitment approved or deemed waived by Buyer, then Seller shall have the option of any of the following:
(i) Terminating this Agreement by giving written notice to Buyer or Buyer's broker/salesperson, and retaining the Earnest Money, together with any interest thereon, as liquidated damages for Buyer's breach of this Agreement, it being understood and agreed by the parties that actual damages for such breach are uncertain and would be difficult, if not impossible, to determine; or
(ii) Enforcing specific performance by Buyer or Buyer's obligations under this Agreement; or
(iii) Exercising any other remedy available to Seller at law or in equity.

22. EARNEST MONEY DISPUTE:

Notwithstanding any termination of this Agreement, Buyer and Seller agree that, in the event of any controversy regarding the Earnest Money and things of value held by Closing Agent, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Closing Agent shall not be required to take any action but may await any proceeding, or at Closing Agent's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney fees.

23. BUYER'S CERTIFICATION:

By entering into this Agreement, each person or persons executing this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is dully authorized to enter into the Agreement on behalf of such entity.

24. SELLER'S CERTIFICATION

_____ / _____
Buyers initials Sellers initials

By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sounds mind, and legally competent to own real property in the State of Montana; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

25. ALTERNATIVE DISPUTE RESOLUTION:

MEDIATION: If a dispute arises between the parties relating to this Agreement, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so choose.

26. ATTORNEY'S FEES:

If either party defaults in its performance of this Agreement and the other party employs and attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by other party because of the default.

27. NOTICE:

All notices or deliveries required or permitted under this Agreement shall be in writing and (a) shall be hand-delivered, (b) given by certified mail, return receipt requested or overnight courier directed to the address of the party to be served set forth on the last page of this Agreement or (c) sent by email to the party to be served at such email address which each party shall provide to the other party within three (3) business days after the date of execution of this Agreement. All notices so given shall be considered effective: (i) if hand-delivered, when received; (ii) if delivered by courier, one business day after timely deposit with the courier services, charges prepaid; (iii) if mailed, three days after deposit, postage prepaid, with the United States Postal Services; and (v) if delivered by email, upon deposit of the message, as sent, in the sender's email box. Either party may change the address to which future notices shall be sent by notice given in accordance with this Section. Each party's attorney or real estate broker/salesperson may send notices at the direction of and in place of the respective party such attorney or broker/salesperson represents.

28. TIME:

Time is of the essence of this Agreement.

29. MODIFICATION:

This Agreement may not be amended, modified or changed except by a written instrument signed by Buyer and Seller.

30. RISK OF LOSS:

Risk of loss to the Property shall remain with Seller until Closing. If any loss or damage to the Property occurs prior to Closing which adversely affects the intended use or value of the Property to Buyer, the Buyer may, at Buyer's option, terminate this Agreement, in which event the Earnest Money and all accrued interest shall be refunded to Buyer; or Buyer alternatively may elect to close the purchase upon the condition that there be an equitable adjustment of the Purchase Price at or prior to Closing based on the change in circumstance as mutually agreed upon by the parties. In the event that the parties cannot agree to an equitable adjustment, either party may terminate this Agreement, in which event the Earnest Money and all accrued interest shall be refunded to the Buyer, and neither party shall have any further obligations under this Agreement.

31. BUSINESS DAY DEFINITION:

A "Business Day" is defined in this Agreement as any day except Saturdays, Sundays, and those other days designated as legal holidays in Section 1-1-216, MCA. If a deadline falls on a Saturday, Sunday or a day designated as a legal holiday in Section 1-1-216, MCA, the deadline shall be extended to the next Business Day.

32. ENTIRE AGREEMENT:

All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Agreement. Its terms are intended by the parties are final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

_____ / _____

Buyers initials Sellers initials

33. BROKER RELATIONSHIPS: This following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent Matt Robertson - NAI Business Properties (Print Agent Name) (Agency) ☒Is the agent of (check one): ☒Seller exclusively ☐Both / Buyer & Seller

Selling Agent Heidi Mickelson – SVN | Intermountain Investments, Inc (Print Agent Name) (Agency) ☒Is the agent of (check one): ☒Buyer exclusively ☐Both / Buyer & Seller

34. ADDENDUM ATTACHED: _____

35. CONSENT TO DISCLOSE:

Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, their broker/salesperson, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

36. COUNTERPARTS / FACSIMILE:

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the parties. The parties agree that a facsimile or electronic copy of this Agreement which contains the parties' signatures may be used as the original.

37. BUYER'S COMMITMENT:

Buyer agrees to purchase the above described Property on the terms and conditions set forth in the above offer and grants said sales Representative until _____ at _____ to secure Seller's written acceptance. Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement bearing Buyer's signature(s) and that buyers have read and understood this Agreement.

Buyer's Phone: _____ Buyer's Signature: _____

Address: _____ Buyer's Signature: _____

38. SELLER'S COMMITMENT:

Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated.
Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.
Dated this _____ day of _____ at _____ am/pm

Seller's Phone: _____ Seller's Signature: _____

Address: _____ Seller's Signature: _____

39: DELIVERY TO BUYER OF A COPY OF ACCEPTED OFFER (use one of the following:)

Date _____ _____

The undersigned buyer acknowledges receipt of a copy of this Agreement bearing his / her signature and that of the Seller.

_____ / _____
Buyers initials Sellers initials

Buyer

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

I / We acknowledge receipt of this agreement bearing my / our initial(s) and the signature(s) of the Buyer(s) named above.

☐Rejected by the Seller _____ / _____ / _____ ☐Modified per Attached

Seller's Initials *Date*

_____ / _____

Buyers initials Sellers initials

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT

and/or LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavior problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessments or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

_____ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

_____

_____ (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check (i) or (ii) below):

_____ (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below:)

_____

_____ (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgement (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your home.*

_____ (e) Purchaser has [check (i) or (ii) below]:

_____ (i) received a 10-day opportunity (or mutually agreed upon period) to Conduct a risk assessment or inspection for the presence of lead-based Paint and/or lead-based paint and/or lead based paint hazards; or

_____ (ii) waived the opportunity to conduct a risk assessment or inspection for The presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller	Date	Seller	Date
Seller	Date	Seller	Date
Seller	Date	Seller	Date

Exhibit A
Seller's Deliverables

A. Existing ALTA Survey.

B. Income & Expense Statements for 2022, 2023 and 2024.

C. Copy of the existing tenant Leases and any amendments thereto.

D. Copies of all service contracts and any warranties relating to the property.

E. Any environmental surveys or reports relating to the property in Seller's possession or control.

F. Preliminary Title Report relating to the property, subject to any reasonable delays caused by the title company.

G. Plans and specifications of the property "as built", including floor and site plans.

H. Summary of insurance cost and coverage.

I. Licenses, permits and certificates of occupancy.

J. List of any concessions or obligations required of Landlord which are not shown in the Lease.

K. Copies of all current financial information on Tenants in Seller's possession.

L. Copies of the draft Condo Association Documents, to be recorded at or before closing.

M. Proposed lease guarantee by the City of Billings for the Crime Prevention Office (Suite 5 containing 4,179 square feet). Said lease to contain the following basic provisions: Term of one (1) year, rental rate of $10/SF/YR, NNN. City of Billings to be relieved of its obligation to guarantee the rent at the expiration of the lease term or as soon as another tenant or tenants are secured to lease the space and said tenant(s) commence paying rent.

N. Estoppel Certificates at least ten (10) days prior to Closing.

O. Proposed Right of First Refusal to purchase the parking garage.

Exhibit B

Additional Provisions/Closing Conditions

A. Purchaser and Seller shall each pay one-half of the escrow fees and pay other costs as customarily allocated between Purchaser and Seller.

B. Seller shall pay the following:

1. ALTA Owner's Standard Coverage Title Policy insuring the Purchaser for the amount of the Purchase Price.

2. Transfer Tax, if any

3. Brokerage commissions which shall be split equally between NAI Business Properties and SVN | Intermountain Investments, Inc.

C. Purchaser shall pay the following:

1. Special endorsements requested by Purchaser to Title Insurance Policy, if any.

2. All costs associated with securing the loan to purchase the property.

D. Purchaser and Seller shall pay other costs and expenses as is customary in Montana.

E. Seller shall endeavor to finalize and record condo documents.

F. Buyer shall be granted a Right of First Refusal to purchase the Commercial Parking Unit (as defined in the Condo Declaration) should the City of Billings decide to sell it in the future.

Purchase and Sale agreement shall be fully contingent upon Billings City Council approval. Seller commits to act earnestly to obtain City Council approval of both Letter of Intent and Buyer's submittal of Purchase and Sale Agreement.

City Council Regular

Date:	03/24/2025
Title:	Yellowstone Ice Foundation - Ground Lease
Presented by:	Gina Dahl
Department:	Legal
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the ground lease with Yellowstone Ice Foundation and authorize the Mayor to execute the lease and any other documents necessary to effectuate the lease.

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

In 2017, Council approved the Parks and Recreation Comprehensive Plan which identified the need for increased indoor recreation space to expand recreational opportunities for the Billings Community. The City acquired 10 acres of property just east of Amend Park and north of King Avenue East using tax increment funds from the South Billings Boulevard Urban Renewal District (SBBURD) as part of the goal to develop the "South Billings Aquatics and Recreation Center" project.

In 2019, a South Billings Aquatic and Recreation Center Master Plan and Feasibility Study from A&E Design confirmed the need for expanded indoor recreation facilities. This feasibility study examined suitable locations and Amend Park was identified as the best option. Council approved the 2022 conceptual design and master plan for a multi-generational recreational center located at Amend Park. A general obligation bond issue placed on the ballot in November 2023 for funding the facility was not successful.

Early in 2024, the South Billings Urban Renewal Association allocated funding to examine a different means of developing indoor recreation facilities at Amend Park. A study from Collaborative Design identified a campus layout at Amend Park to separate indoor facilities to allow for potential public-private partnerships to enhance opportunities for Billings' growing community.

In the FY24 Capital Improvement Plan, Council approved $1 million for the design of the Amend Park Recreation Campus. The design components include a site plan to incorporate pad sites for potential public-private partnership opportunities for organizations like hockey, swimming, tennis, etc. Also included in the design were architectural drawings for a sports court facility which included full-sized and middle school-sized basketball courts.

In September 2024, the City solicited proposals for design services for an overall site plan and architectural design of an indoor recreation/sport court facility that would incorporate a minimum of four full-sized or eight middle school-sized basketball courts. Council awarded the professional services contract to A&E Design in December 2024. Concurrently, the City solicited proposals for an indoor recreation facility located at the Amend Park recreation campus. Yellowstone Ice Foundation (YIF), a local non-profit organization, submitted a proposal that was selected to build an ice facility that would be owned by YIF but located on City-owned property at Amend Park.

YIF's proposal included a financial commitment from Signal Peak Mine to donate $6 million ($3 million cash and $3 million debt) to fund the construction of the ice facility. Because Signal Peak required the first $3 million to be encumbered before the end of 2024, the proposal was solicited before the entire campus design was completed. Therefore, the City and YIF entered into an MOU to provide assurances the parties were working in good faith to partner on the project. This allowed YIF to encumber the funds while a more detailed lease could be negotiated.

The design consists of a new 69,996-square-foot, dual-sheet ice rink. The proposed building will be a single story with a mezzanine and primarily used as an assembly-use skating rink space. The facility is designed with two (2) sheets of ice, locker rooms, a lobby, public restrooms, a future pro shop, concessions, offices, storage, and mechanical rooms. The upper-level mezzanine space contains a workout room, hockey shooting room, entertainment suite, skybox viewing, and 4,000 square feet of space for tenant-improved areas to lease in the future. The facility has an occupant load of 2,940 occupants. The proposed construction will be a pre-engineered metal building designed as a type II-B system. The building will have an automatic sprinkler system and a voice evacuation fire alarm system.

The negotiated lease provides for a 20-year term with the option for two 5-year renewal terms. (Section 3.1) YIF will

construct the facility at its own expense and will be required to contribute to maintenance costs proportionate to their use of the campus. (Section 5.1 and 7.1) Maintenance costs will be reassessed by the City annually to make any appropriate adjustments for new facilities or improvements and additional users' contributions to maintenance expenses. YIF will also be responsible for making repairs and maintaining the facility in good condition. (Section 9.1 and 9.2) YIF will obtain and pay for its utilities (including system development fees), taxes, and assessments. (Sections 5.2 and 6.1). YIF plans to submit a TIF grant application that will include a reimbursement for system development fees. YIF understands that the enclosed lease in no way predetermines the Council's future decision to award TIF funds.

The exhibits to the lease are not yet finalized as of this writing but will be presented to Council at, or before, the March 24 regular meeting.

STAKEHOLDERS

City of Billings
Yellowstone Ice Foundation
Signal Peak
Citizens of Billings and surrounding region

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

The City is providing the land and a minimum of 300 additional parking spaces at its own expense. The cost to provide parking, common area site improvements and infrastructure to the pad site will be paid for using SBURD TIF funds.

YIF is responsible for all costs associated with building an approx. 70,000 sq. ft. two-sheet ice facility. YIF is also responsible for its proportional share of maintenance costs associated with the common areas, their monthly utility bills and system development fees.

Attachments

Ground Lease
Exhibit A
Exhibit B

GROUND LEASE

THIS GROUND LEASE ("Ground Lease"), dated this _____ day of _____, 2025 is entered into by and between the City of Billings, a Montana municipality ("Landlord"), and Yellowstone Ice Foundation, a Montana nonprofit corporation ("Tenant").

RECITALS

(A) Landlord is the owner of that certain real property located in the City of Billings, Yellowstone County, Montana, composed of three existing tracts generally described as being Lot 3A-4, Lot 3A-1A, and Lot 3A-5, of Popelka Commerce Center Subdivision Second Filing ("Subdivision Tracts").

(B) Landlord seeks to ultimately develop a recreation campus by leasing portions of the Subdivision Tracts to third parties for development, construction, and operation of recreation facilities.

(C) In furtherance of that effort, Landlord seeks to lease a portion of each of the Subdivision Tracts to Tenant pursuant to this Ground Lease. The leased premises is legally described in Exhibit A attached hereto, and depicted on the Survey prepared by Sanbell for the City of Billings, dated _____, and attached here as Exhibit B (the "Land"), which leased premises are primarily located on Lot 3A-5; and

(D) Landlord seeks to lease the Land to Tenant, and Tenant seeks to lease the Land from Landlord and to construct thereon of a recreational ice facility in accordance with the terms and conditions hereof ("Project").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS.

For all purposes of this Ground Lease, each of the following terms shall have the meaning set out or referred to below.

"Additional Rent" – As defined in Section 5.1(d).

"Affiliated Entity" – (1) Any corporation, nonprofit corporation, limited liability company, partnership, joint venture, trust or other entity that may assist with or participate in the development of the Project; or (2) any assignee or partial assignee of Tenant's rights and obligations hereunder, as may be provided for herein; or (3) any successor nonprofit of the Tenant.

"Amend Park Recreation Center Campus" or "Campus"– An informal reference or name for the proposed development of Lots 3A-4, 3A-1A, and 3A-5, which Campus includes the Land and other property owned by the Landlord.

"Building" – The building and improvements to be constructed by Tenant pursuant to this Ground Lease, generally described as being an indoor ice facility housing one or more rinks, and inclusive of spectator seating, locker or changing rooms, lobby, and offices.

"Campus Maintenance Rent" – As defined in Section 5.1(b).

"Commencement Date" – The date Landlord delivers the possession of the Land to Tenant.

"Completion Date" – The date of Substantial Completion.

"Construction Schedule" – As defined in Section 7.1(b).

"Default Rate" – Six percent (6%) as of the date of the Event of Default per annum.

"Event of Default" – As defined in Section 20.1.

"**Force Majeure"** – Matters beyond the reasonable control of a party responsible for a particular action (including, by means of example and not as limitation, general unavailability or moratorium on the issuance of required governmental approvals, unforeseeable governmental delays or restrictions, strikes, lockouts not caused by the party responsible for the particular action, labor unrest, inability to obtain labor, materials or energy sources for any reason whatsoever outside the control of Tenant, abnormally inclement weather, acts of God and fire or other casualties not caused by the party responsible for the particular action), provided that such matters shall excuse performance of a particular action only for so long as such matters actually and directly cause delay in the party's performance of its obligations. The party seeking an extension of time because of a Force Majeure delay shall notify the other affected party within five (5) business days of obtaining knowledge of the onset of the delay, and shall take reasonable, diligent steps to overcome the delay. Tenant Force Majeure delays shall include, without limitation, delays caused by environmental testing or remediation not arising out of Tenant's construction or improvement activities, unforeseen site conditions, or acts of any contractors outside the control of Tenant.

"Gross Receipts" – All revenue of Tenant derived from and attributable to the Property, specifically including: (1) rent, parking charges, and other fees and charges received from Subtenants or other parties in connection with the use, occupancy, or operation of any space in the Property; (2) payments to Tenant for the cancellation, modification, or termination of a Sublease or for any default under a Sublease; (3) payments to Tenant under rental insurance policies; and (4) the reimbursement from Subtenants of operating expenses, common area maintenance costs, and real estate taxes under Subleases which are net leases. Gross Receipts shall not include the following: (i) proceeds from fire, earthquake, or other hazard or casualty insurance or liability insurance policies, or condemnation proceeds; (ii) the proceeds of any Mortgage; (iii) capital contributions made by Tenant or any partner of Tenant; and (iv) reimbursement by any Subtenant for separately metered utility payments.

"Improvements" – The Building, together with all fixtures, trade fixtures, and utilities serving the Building and located on the Land.

"Institutional Lender" – shall mean a foreign or domestic commercial bank, trust company, savings bank, savings and loan association, life insurance company, real estate

investment trust, pension trust, pension plan or pension fund, a public or privately held fund engaged in real estate or corporate lending, or any other financial institution commonly known as an institutional lender.

"Land" – As defined and depicted on Exhibits A and B.

"Leasehold Estate" – Tenant's leasehold estate arising under this Ground Lease, upon and subject to all the terms and conditions of this Ground Lease, or any part of such leasehold estate or any direct or indirect interest in such leasehold estate.

"Leasehold Mortgage" – As defined in Section 16.1.

"Leasehold Mortgagee" – The mortgagee under any Leasehold Mortgage.

"Minimum Rent" – As defined in Section 5.1(a).

"New Lease" – As defined in Section 16.3.

"Nondisturbance Agreement" – As defined in Section 15.2.

"Partial Taking" – A taking that is less than a Total Taking and affects the rentable portion of the Building.

"Permitted Exceptions" – The matters of record as shown on Exhibit F attached hereto and made a part hereof.

"Plans and Specifications" – As defined in Section 7.1(b).

"Project" – As defined in Recital (D).

"Property" – The Land and the Improvements.

"Rent" – All rental payable pursuant to this Ground Lease, including Minimum Rent, Base Rent, and Additional Rent.

"Restoration" – As defined in Section 11.2.

"Sublease" – Includes a sublease of any term, and any space lease or short-term lease (under one year) entered into by Tenant with a Subtenant pursuant to this Ground Lease.

"Substantial Completion" – The point at which Tenant is able to use the Improvements for their intended use, notwithstanding the possibility contemplated herein that a second ice sheet may be installed or constructed at a later date.

"Subtenant" – Any subtenant pursuant to a sublease entered into by Tenant pursuant to this Ground Lease.

"Term" – As defined in Section 3.1.

"Total Taking" – The taking of the entire leasehold estate of Tenant under the power of eminent domain by any public or quasi-public agency or entity.

ARTICLE II. DEMISE.

2.1. **Demise.** Landlord, for and in consideration of the rents to be paid, the Improvements to be constructed by Tenant, and the other covenants and conditions to be performed by Tenant, hereby leases to Tenant, and Tenant hereby leases from Landlord, on the terms

and conditions and for the purposes stated in this Ground Lease, the Land, together with all easements, rights and appurtenances in connection therewith or thereunto belonging, subject to the following:

(a) Facts which would be revealed by a survey of the Land;

(b) Covenants, restrictions, easements, agreements and reservations of record;

(c) Zoning regulations and other applicable laws;

(d) Physical condition of the Land; and

(e) Taxes, assessments, and other charges incurred at and after the Commencement Date, subject to the provisions of Article VI herein.

In further consideration for Tenant's obligations hereunder, Landlord covenants and warrants (1) that it has full power and authority to enter into this Lease, to carry out its obligations hereunder and consummate the transactions contemplated hereby; (2) that the execution, delivery and performance by Landlord of this Lease does not and will not: (i) conflict with, violate, result in a breach of or constitute a default under any agreement, instrument or obligation to which Landlord is a party or by which Landlord is bound; (ii) conflict with or violate any order, judgment, decree, statute, rule or regulation applicable to Landlord; or (iii) result in the creation or imposition of any lien against or upon the Land; and (3) no person has any option or right of first refusal or offer to purchase or lease or any similar right to purchase or lease the Land or any portion thereof.

2.2. Ownership of Improvements. During the Term, the Improvements shall be and remain the property of Tenant and Tenant shall be entitled to all proceeds therefrom. Upon request of Tenant, Landlord shall execute such documents as shall be reasonably requested by Tenant to evidence Tenant's ownership of the Improvements. Upon the expiration or earlier termination of this Ground Lease (unless the Ground Lease is replaced by a New Lease pursuant to the terms hereof), fee ownership of the Improvements shall vest automatically in Landlord.

ARTICLE III. TERM.

3.1. Term. This Ground Lease shall be for a term commencing on the Commencement Date and shall terminate on the twentieth (20th) anniversary of the last day of the calendar month in which the Commencement Date occurs ("Term"), unless terminated earlier in accordance with the provisions of this Ground Lease. At the end of the Term, Tenant shall have the right to renew this Lease for two (2) additional five (5) year terms ("Renewal Term" or "Renewal Terms"). To renew this Lease for an additional period, Tenant shall be in good standing under the Lease and not in Default, and shall give Landlord at least 180 days written notice of Tenant's intent to renew prior to the end of the term.

ARTICLE IV. CONDITION OF PROPERTY.

4.1. Condition of Land. Tenant has inspected and is familiar with the physical condition of the Land. Tenant acknowledges and agrees that, except as provided in this Ground Lease, Landlord makes no representation or warranty, express or implied, written or oral, with

respect to the present physical or other condition of the Land, including, but not limited to, any of the following:

(a) The physical condition of the Land, including the environmental condition of the Land, unless described in Section 7.5 herein;

(b) The status of any rights under, and the compliance with any restrictions imposed pursuant to, any applicable zoning or other law, ordinance, or regulation or under any covenant, condition, restriction, easement, agreement, or reservation running with the Land; by entering into this Lease, Landlord make no representations or promises regarding Tenant's building permitting for the Improvements;

(c) The suitability of the Land for the uses intended by Tenant including, without limitation, any proposed construction upon the Land; provided Landlord shall install a minimum of 300 parking spaces on the Campus, for non-exclusive use by the Tenant and its guests, invitees, and subtenants, prior to Substantial Completion; or

(d) The accuracy or adequacy of any information or documentation which has been, or which may be furnished by Landlord to Tenant.

ARTICLE V. RENT AND UTILITIES.

5.1. Rent. Tenant shall pay Rent during the term of this Ground Lease to Landlord as follows:

(a) Minimum Rent. In consideration for the Ground Lease, Tenant shall contribute, as its Minimum Rent, the Improvements to be constructed by Tenant as set forth herein, and the ongoing upkeep, maintenance, and operation of the Improvements and Building as a recreational ice facility for the Term and any Renewal Terms.

(b) Campus Maintenance Rent. In addition to Minimum Rent, the Tenant shall pay to Landlord on the first of each month an amount to be determined by the Landlord annually for Campus Maintenance Rent, with a partial or prorated amount determined as may be necessary beginning the year of Substantial Completion of the Tenant improvements. Campus Maintenance Rent shall consist of Tenant's share of maintenance expenses incurred by the City in the upkeep and maintenance of parking facilities the Tenant is allowed to use, inclusive of snow removal, and Tenant's share of landscape and other maintenance of the Campus. Tenant's share shall be a percentage of the Landlord's total maintenance expenses for all the Campus, with said percentage to be determined by the Landlord based on Tenant's use incident to operating Tenant's Property. The parties acknowledge the percentage of Tenant's obligation for Landlord provided maintenance will be revisited annually on or before May 1 of each year, taking into consideration any additional improvements made, facilities added to the Campus, or additional users (such as the adjacent soccer fields) using the Campus, altering the Landlord's maintenance obligations in future years. On or before May 1, Landlord shall calculate maintenance expenses for the prior year, inclusive of Tenant's percentage obligation, and that prior year's calculation shall be the rent Tenant owes for the next year, paid in advance. Maintenance expenses may include replacement, repair, or improvement costs incurred as facilities age or are damaged or improved over

time. Landlord reserves the right to expand or alter the Campus, provided if alteration results in expansion of uses or users of the Campus, such expanded uses and users shall participate in contributing to maintenance expenses. In the event expansion does not result in additional users but provides additional amenities (such as added parking) or other benefits for the Campus as determined by the Landlord, Landlord may also increase Tenant's contribution obligations hereunder. To the extent possible, Landlord shall provide notice to Tenant of any anticipated improvements or repairs which may materially alter Tenant's share of Campus Maintenance Rent. Upon Tenant's request, reasonable details and documentation regarding the calculation of maintenance expenses shall be provided. If the actual maintenance expenses for a calendar year exceed the estimated maintenance expenses for that calendar year, then Tenant shall pay to Landlord its pro rata share of the difference with the next monthly payment of Campus Maintenance Rent. Conversely, if the estimated maintenance obligations for a calendar year exceed the actual maintenance obligations for that calendar year, then Tenant shall be entitled to deduct its pro rata share of the difference from the next monthly installments of Campus Maintenance Rent.

(c) Adjustment to Campus Maintenance Rent. Campus Maintenance Rent Adjustment shall occur in two ways: Landlord may annually adjust Campus Maintenance Rent as Landlord's maintenance expenses change; and Landlord may annually adjust Campus Maintenance Rent in the form of an adjustment of the percentage of total maintenance expenses Tenant is to pay, with the parties acknowledging that both the overall Landlord maintenance expense and the percentage applicable to the Tenant will change in future years, as additional adjacent facilities and improvements are developed on Landlord's property described in Recital A.

(d) Additional Rent. Tenant shall pay additional rent as provided elsewhere in this Ground Lease ("Additional Rent"). If under the terms of this Ground Lease, Tenant is obligated to pay Additional Rent to a party other than Landlord, Landlord may, if Tenant fails to make the payment as herein required within the grace periods and after notice as provided herein, make the payment on Tenant's behalf. If Landlord makes such a payment, then Tenant shall pay to Landlord the Additional Rent, together with interest thereon which shall accrue at the Default Rate from the time of Landlord's payment of such Additional Rent.

5.2. Utilities. Tenant shall be responsible for other services, including, without limitation, water, sewer, stormwater, garbage services, electricity, gas, internet, telephone as well as any system development fees in place at the time of development.

5.3. Manner of Payment. Rent to be paid to Landlord shall be paid in legal tender, without counterclaim, set off, or deduction of any kind or nature whatsoever (except as otherwise stated in this Ground Lease) and without notice or demand. For any period of less than a full month, quarter, or year for which Rent is payable, the applicable Rent shall be prorated.

5.4. Tenant's Records. Tenant will keep, at its principal offices (or at the Property), true and complete records and books of account relating to the Property in accordance with generally accepted accounting principles reflecting all matters to be covered by

statements which Tenant is obligated by this Ground Lease to furnish to Landlord. Landlord may at any reasonable time, at its expense, examine, copy, and audit (or cause to be examined and audited) such records and books of account of Tenant.

5.5. Past Due Rent. All past due Rent that remains unpaid for 30 days after the due date shall bear interest at the Default Rate from the date on which such payment is due until paid.

5.6. Net Rent. Except as set forth in this Ground Lease, all Rent shall be absolutely net to Landlord so that this Ground Lease shall yield to Landlord the full amount of the Rent throughout the Term without deduction or offset.

ARTICLE VI. TAXES.

6.1. Payment of Taxes. During the Term, Tenant covenants and agrees to pay or cause to be paid before any fine, penalty, interest, or cost may be added thereto for the nonpayment thereof and prior to delinquency, all taxes arising from Tenant's Improvements, assessments, water rates and charges, sewer rates and charges, and other governmental charges, of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits, which prior to or during the Term are assessed or imposed upon or become due and payable and a lien upon the Property or the Leasehold Estate or any part thereof (the "Taxes"); Tenant is expected at or immediately following Commencement Date to make any and all applications for tax exempt status with the Montana Department of Revenue relative to the leasehold interest created herein, however, following such exempt status being granted, Tenant will remain responsible for the timely payment of such taxes and assessments as are not subject to the exempt status. The City agrees to cooperate to the extent necessary for such exemption.

6.2. Tenant's Right to Contest. Tenant shall have the right before any delinquency occurs to contest or object to the amount or validity of any Taxes by appropriate legal proceedings. During the Term, Landlord shall not contest or object to the amount or validity of any Taxes without the prior written consent of Tenant.

ARTICLE VII. CONSTRUCTION OF IMPROVEMENTS.

7.1. Construction of Improvements.

(a) Improvements. Tenant will improve, or caused to be improved, the Property by constructing thereon the Building at Tenant's own cost and expense. Landlord shall, at Landlord's expense, extend typical city-provided utilities (sewer and water) to within five (5) feet of the Building's exterior, in a location to be determined by the Tenant, and pursuant to Tenant's plans and specifications for the Building Tenant shall extend such other desired utilities to its Improvements, such as electricity, natural gas, and communication services. Landlord's extension of utilities shall include sufficient capacity to meet the needs of Tenant's proposed Improvements and its uses of the Improvements and Land. Tenant shall, at the time any utilities are extended to the Land, complete hook-up to utilities, inclusive of installation of all necessary meters, and establish all accounts associated with the provision of such utilities, and timely pay for such services, inclusive of City-provided utilities. The parties shall cooperate to provide for such easements and

agreements as may be necessary to procure such utility services. Utilities installed by Landlord and Tenant may be subject to future cost-share agreements, as other development and uses of those utilities are developed on the Campus, inclusive of late-comer agreements in which later development that benefits from such installed utilities reimburses the original installer for a reasonable share based on use.

(b) Plans and Specifications. Tenant shall prepare and submit construction plans, drawings and related documents (the "Plans and Specifications") to Landlord for written approval on or before the times established for submittal in the Construction Schedule. Landlord shall either approve or disapprove in writing any of the items submitted for approval to Landlord by Tenant within 30 days of Landlord's receipt thereof. In the event Landlord disapproves of any such item, Tenant shall cause such item to be appropriately revised as soon as possible after receipt of a notice of disapproval and resubmit the same to Landlord for approval. Landlord and Tenant agree to cooperate reasonably with each other in resolving any objections of the other to such item and/or requested modifications. Tenant may make changes and modifications which are not material to the Plans and Specifications, or other items required to be approved by Landlord pursuant to the Construction Schedule or to resolve a minor inconsistency or ambiguity without obtaining Landlord's prior approval. No material modification or alteration may be made to such items without the prior written consent of Landlord. Provided, Tenant's plans and specifications, inclusive of the construction and completion times, may contemplate the initial construction of facilities for only a single ice sheet, with a second to be completed or installed at a later date, which later date shall not be later than ten (10) years from Substantial Completion. Tenant shall give written estimation to Landlord of expected installation of a second ice sheet, which Plans and Specifications shall follow the above review and approval process. Tenant may use or sublet the space allocated for the second ice sheet for other recreational purposes, until the same is installed. During the period that Tenant is preparing the Plans and Specifications, Landlord agrees, upon request of Tenant, to schedule and hold regular progress meetings to coordinate the compliance of such Plans and Specifications with the construction requirements of this Ground Lease. In addition, Landlord and Tenant agree to communicate and consult as frequently as is necessary to ensure that the formal submission of any item can receive timely consideration. The intent of this provision is to allow the Landlord to have full knowledge of Tenant's proposal for Improvements to the Land. **Landlord's approval of such proposed Improvements does not replace, alter, or supersede Tenant's independent obligation to obtain required building and construction permitting and meet all requirements of such process, inclusive of application and review expenses. Landlord's review and approval under this provision does not constitute any form of regulatory approval for the proposed Improvements and the deadlines described in this subsection b are not applicable to any permitting or regulatory review.**

(c) Construction Schedule. The Improvements shall be constructed by Tenant in accordance with the time schedule set forth in Exhibit D hereto (the "Construction Schedule"), subject to extensions for delays occasioned by events of Force Majeure and site conditions requiring environmental remediation (not caused by Tenant, its

employees, or agents). which may include the construction or installation of ice sheets in phases, so long as the first ice sheet to be constructed is a fully enclosed facility, and so long as a construction schedule or end term or deadline is specified for the second ice sheet. Tenant shall submit to Landlord on or before each deadline set forth in the Construction Schedule satisfactory evidence of the satisfaction of such deadline.

(d) Subleasing, Use of Facilities. Tenant shall at all times use diligent and commercially reasonable efforts to enter into Subleases with Subtenants at market rentals which shall obligate the Subtenant thereunder to pay or reimburse Tenant as Sublessor thereunder for taxes, insurance, utilities, maintenance, and other items of expense (either on a net basis or above specified levels) relating to such Sublease space, on terms reasonably consistent with general market conditions. Alternatively, Tenant shall make diligent and reasonable efforts to enter into use agreements with such leagues, user groups, school or educational organizations, as to allow efficient and effective use of the Improvements.

(e) As-Built Plans and Specifications. Within 30 days following the Completion Date, which shall be no later than twelve (12) months from commencement of construction, Tenant shall provide Landlord with a complete and legible full-size set of all as-built Plans and Specifications (including all operating manuals for mechanical systems) regarding all of the Improvements.

7.2. Construction Procedures.

(a) Conditions to Commencement of Construction. Tenant shall satisfy the following conditions in accordance with the Construction Schedule, and in no event shall Tenant commence any construction of the Improvements until the following conditions have been satisfied or waived by Landlord, in addition to other conditions and requirements imposed by this Ground Lease:

(1) Landlord shall have approved the Plans and Specifications;

(2) Tenant shall have submitted to Landlord in writing its good faith estimate of the then anticipated total amount of the development and construction costs for the Improvements, together with evidence, reasonably satisfactory to Landlord, of Tenant's ability to pay such development and construction costs, either through equity contributions or binding commitments for financing, or otherwise to Landlord's satisfaction;

(3) Tenant shall have obtained all permits and other governmental approvals necessary to commence such construction; and

(4) If Tenant intends to employ a general contractor or contractors for the construction of the Improvements, Tenant shall have entered into written contracts in form and substance reasonably satisfactory to Landlord with such contractor(s) for the construction of the Improvements. Such contracts shall require the contractor and all subcontractors to carry insurance, both general liability insurance and for the general contractor insurance specific to this Project.

(b) Compliance with Laws. No Improvements, including without limitation, grading, streets, and landscaping shall be constructed or maintained upon the Land unless the same conform to and are consistent with applicable zoning for the site, any conditional use permit or other license, permit, or certificate required by governmental authorities in connection with the Improvements, all other applicable governmental requirements and the Plans and Specifications. Before commencement of construction or development of the Improvements, Tenant shall, at Tenant's sole cost and expense, secure any and all applicable permits, licenses and other approvals which may be required by any city, county, state, or any other governmental authority having jurisdiction over such construction, development or work. Tenant shall provide a copy of such permit, license, or other approval to Landlord prior to commencing construction.

(c) Construction Standards. All construction, alteration, or repair work permitted herein shall be performed diligently and in accordance with good construction practices. Tenant shall take all reasonably necessary measures to minimize any damage, disruption, or inconvenience caused by such work and make adequate provision for the safety and convenience of all persons affected thereby. Tenant shall pay (or cause to be paid) all costs and expenses associated with such work and shall indemnify and hold Landlord harmless from all damages, lawsuits, and claims attributable to the performance of such work.

(d) Landlord's Cooperation. Landlord will assist and cooperate with Tenant in connection with reasonable requests by Tenant for any permit, license or other approval from any governmental authority which may be reasonably necessary for or which will facilitate the development, construction, operation and use of the Improvements. Provided, however, this provision does not obligate the Landlord as a reviewing authority to approve, license, or permit any particular aspect of the project or afford Tenant any special consideration, rights, or privileges not available to the public at large. Landlord agrees to join in granting or dedicating such public or private utility company easements, parking or access easements, or other easements as may be reasonably required for the development, construction, operation and use of the Property in accordance with this Ground Lease, inclusive of temporary use by Tenant during the construction period of other adjacent property owned by Landlord. Such temporary use agreements shall be in writing, and signed by the parties hereto, and shall specify the use and time frame of use by the Tenant.

7.3. Financing Requirements. Prior to the commencement of construction of any portion of the Improvements, Tenant shall provide proof of funds available, documenting Tenant has readily available construction funding of at least $10,500,000.00, whether cash on hand, commitments, or through construction financing. Tenant's construction schedule shall include the associated expenses, which will document the extent of construction that may be completed using the available funds.

7.4. Mechanics' Liens and Other Liens. If any liens, encumbrances and charges (other than liens, encumbrances and charges created by or expressly approved by Landlord) are filed or made against the Property or any action of any character affecting the title thereto is commenced, Tenant shall give Landlord written notice of such lien, encumbrance,

charge, or action within 48 hours of when Tenant receives notice of the same. During the Term and any Renewal Term, Tenant shall not permit to remain, and shall promptly discharge, at its sole cost and expense, all such liens upon the Land or any part thereof or any of the Improvements thereon. In addition, Tenant shall, upon demand, furnish a bond as required by Landlord, which results in the removal of such a lien from the Property or provide other evidence satisfactory to Landlord that such lien will be paid, removed or discharged as a claim against the Property. Should Tenant fail to remove liens or furnish bonds as required herein, Landlord may take such steps to resolve claims of liens or obtain necessary bonds, and shall charge the costs thereof as Additional Rent to Tenant. These provisions do not prevent the Tenant from contesting in good faith claims or liens Tenant believes are not valid.

7.5. Existing Conditions. To the best of Landlord's knowledge, the Land does not contain any Hazardous Substances in violation of any Environmental Laws. Any provision in the Ground Lease to the contrary notwithstanding, in no event shall Tenant be liable to Landlord for any Hazardous Substances stored, released or disposed of on the Land prior to the Commencement Date by anyone other than the Tenant, or for any contamination due to Hazardous Substances in or about the Land which was not caused by Tenant.

ARTICLE VIII. USE OF PROPERTY.

8.1. Permitted Uses. Tenant may use the Land for any lawful purpose consistent with the development and operation of the Land and Improvements as a community ice facility open to the public, with at least a portion of the facilities potentially open and available for use on a year-round basis. Such other uses and rental of the space accommodating the second ice sheet are allowed as specified in this Agreement, pending the installation of that sheet; provided Tenant shall provide written notice to Landlord of those uses. Tenant shall establish a program or mechanism to secure appropriate assumption of risk waivers from all users and Subtenants of Tenant's facilities.

8.2. Specific Ice Privileges. As part of Tenant's management of its facilities, Tenant shall make regular ice time available for low income or underprivileged city residents. Such arrangements meeting this requirement can take different forms, and when Tenant has a better sense of ice time scheduling, Tenant and Landlord shall spell out such arrangements in a subsequent writing. Such uses can include other recreational uses made of the space for the second ice sheet, until such time as that is installed.

8.3. Prohibited Uses. Tenant agrees that in connection with the use and operation of the Property, it will maintain standards comparable to those maintained from time to time for other community recreation facilities similar to the Property. Specifically, Tenant will not: (a) create, cause, maintain, or permit any nuisance in, on or about the Property; (b) commit or suffer to be committed any waste in, on or about the Property; (c) use or allow the Property to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument affecting the Property; (d) cause or permit any insurance coverage on the Property or the Improvements to become void or voidable or make it impossible to obtain any required insurance at commercially feasible rates; (e) cause or permit any structural damage to the Property or the Improvements or to any

adjacent public or private property; or (f) violate or permit a violation of any law, ordinance, or regulation applicable to the Property and the Improvements.

8.4. Compliance with Laws. In the use and occupation of the Land, the construction and operation of the Improvements thereon, and the conduct of its business thereon, Tenant, at its sole cost and expense, shall promptly comply with and shall include covenants in the Subleases with all of the Subtenants to cause them to promptly comply with all requirements of all governmental authorities, which may be applicable to the Property or to the use or manner of use of the Property or the owners, tenants or occupants thereof.

8.5. Environmental Laws. Tenant shall comply with, and shall include covenants in the Subleases with all of its Subtenants to cause them to comply with, federal, state or local laws, ordinances or regulations ("Environmental Laws") relating to: (1) the environmental conditions on, under, or about the Property including, but not limited to, soil and groundwater conditions, and (2) the use, generation, manufacture, production, storage, or disposal on, under, or about the Property or transportation to or from the Property of flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). For the purpose of this Ground Lease, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated from time to time pursuant to said laws.

ARTICLE IX. MAINTENANCE AND REPAIRS.

9.1. Maintenance and Repairs. Tenant covenants and agrees, throughout the Term, without cost to Landlord, to maintain the Land and the Improvements located thereon, and to keep the same in good order and condition, and shall promptly, at Tenant's own cost and expense, make all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen, to keep the Land and all Improvements thereon in a safe, clean and sanitary condition. When used herein, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by Tenant shall be at least equal in quality and class to the original work, taking into consideration the age of the facility at the time the repair was necessitated, except as otherwise provided herein. Tenant shall keep and maintain all portions of the Land in a clean and orderly condition, free of accumulation of dirt and rubbish. Tenant shall be fully responsible for the operation and maintenance of all of the Improvements and any landscaping, open space and common areas on the Property, and shall operate and maintain, or cause to be operated and maintained, such improvements, landscaping, open space, and common areas in good order, condition and repair.

9.2. Reserve Funds. To ensure Tenant can provide maintenance and repairs beyond ordinary day-to-day needs without resorting to fundraising or other outside financing (other than borrowing), Tenant shall establish a reserve fund with at least annual contributions of Ten

Thousand Dollars ($10,000.00). of Such reserve fund shall generally be used to cover unexpected repairs or maintenance, due to casualty or otherwise, that is not covered by insurance, and shall be used to cover future capital improvements or replacements to the Improvements. The Landlord may delay the establishment of such reserve until after its first full year of operations, but in no event shall establishment of such fund be delayed beyond December 31, 2027. The parties agree that upon commencement of any Renewal Term, the annual contribution amount for the reserve fund shall be reassessed to ensure the contributions are sufficient to cover ongoing repairs, maintenance, replacement or expansion of the Improvements for such Renewal Term.

ARTICLE X. INSURANCE.

10.1. Casualty Insurance. Tenant, at its sole cost and expense, shall keep the Improvements insured during the Term for the mutual benefit of Landlord, any Leasehold or Fee Mortgagee, and Tenant, against loss or damage by fire and lightning and against loss or damage by other risks pursuant to a comprehensive all-risk policy of insurance, and endorsed for broad form property damage, all in an amount not less than 100% of the then full replacement cost of the Improvements.

10.2. Liability and Other Insurance. Tenant, at its sole cost and expense, but for the mutual benefit of Landlord, any Fee or Leasehold Mortgagees, and Tenant as named insureds, shall also maintain comprehensive general liability insurance on an occurrence basis against claims for personal injury, including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Land or the Improvements. Such insurance shall be in the minimum amount of not less than $2,000,000.00 with respect to personal injury or death to any one or more persons or to damage to property, or such larger amounts as Landlord may from time to time reasonably determine. Tenant shall also maintain worker's compensation insurance, automobile liability insurance, product liability insurance, pollution coverage insurance during the construction phase, and such other insurance and in such amounts, as may from time to time be reasonably required by Landlord in accordance with good business practices or legal requirements which Landlord is or becomes subject to; provided, however, that Landlord may require Tenant to obtain insurance against damage and/or loss of business caused by flood, earthquake or other perils if, and only to the extent that, such insurance coverage is available in the marketplace at commercially reasonable rates, and the required coverage, including the level of loss deductible, is reasonable in light of similar coverage purchased by other owners of similar buildings in the area.

In the event Tenant provides or makes available alcoholic beverages, Tenant shall carry the appropriate insurance for such service and provide Landlord proof of such insurance. In the event Tenant contracts with an alcoholic beverage licensee via a concession agreement or catering endorsement, Tenant shall require such licensee to provide proof of insurance, and shall provide to Landlord such proof along with a copy of the concession agreement or the catering agreement.

10.3. Forms of Insurance Policies. All policies of insurance provided for shall be effected under policies, in such forms and amounts as may from time to time be issued by insurers approved by Landlord. Tenant agrees to name Landlord and any Fee or Leasehold

Mortgagees as additional insureds on all policies required hereunder. Tenant shall cause to be furnished to Landlord certificates of insurance evidencing the coverages hereunder. Except as otherwise expressly provided herein, all insurance policies required by the terms of this Lease Agreement shall be kept in full force and effect as customary and appropriate. All required policies shall provide that such insurance coverage may not be cancelled without at least thirty (30) days' prior written notice to Landlord.

10.4. Waiver of Subrogation. Each policy of insurance shall contain, if obtainable, either (i) a waiver by the insurer of the right of subrogation against Landlord, any Fee or Leasehold Mortgagees, Tenant or any Subtenants for negligence of any of such parties, or (ii) a statement that the insurance shall not be invalidated should any insured waive in writing its right of subrogation prior to a loss accruing to the property described in the insurance policy.

10.5. Compliance with Insurer's Requirements. Tenant shall observe and comply with (and shall, in its Subleases, require that Subtenants observe and comply with) the requirements of all policies of general liability, fire and other policies of insurance obtained pursuant to this Ground Lease. Tenant shall also perform and satisfy the reasonable requirements of insurance companies writing such policies so that at all times companies of good standing satisfactory to Landlord shall be willing to write or to continue such insurance. Tenant shall, in the event of any violations or attempted violations of the provisions of this Section by any Subtenant, undertake all reasonable efforts, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

10.6. Blanket Insurance. Any insurance provided for in this Ground Lease may be effected by a policy or policies of blanket insurance and may be continued in such form until otherwise required by Landlord; provided, however, that the amount of the total insurance allocated to the Property shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this Ground Lease. Tenant shall cause to be furnished to Landlord certificates of insurance evidencing the coverages hereunder.

10.7. Indemnification and Hold Harmless. Landlord shall not be liable for injury to any person, or for the loss of or damage to any property (including property of Tenant) occurring in or about the Property from any cause whatsoever, except and to the extent of any loss or damage caused solely by Landlord's negligence or willful misconduct. Except to the extent caused by Landlord's negligence or willful misconduct, Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Property, the conduct of its business, or from any activity, work or other things done, permitted or suffered by the Tenant in or about the Property.

ARTICLE XI. DAMAGE AND DESTRUCTION.

11.1. Restoration by Tenant. In case of damage to or destruction of the Improvements or any part thereof by fire or other cause, Tenant, at Tenant's sole cost and expense, whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall restore the same as nearly as possible to their value, condition, and character immediately prior to such damage or destruction. Such restoration shall be commenced and prosecuted with due diligence.

11.2. Costs of Restoration.

(a) Application of Insurance Proceeds to Restoration. All insurance money paid on account of any damage or destruction, less the actual cost, fees, and expenses, if any, incurred by Tenant, Landlord or any Fee or Leasehold Mortgagee in connection with the adjustment of the loss, which costs, fees and expenses shall be paid to Landlord or any Fee or Leasehold Mortgagee, as the case may be, shall be applied (subject to reasonable terms for disbursement thereof included in any Fee or Leasehold Mortgage), to the payment of the cost of restoration, repairs, replacement, rebuilding, or alterations, including the cost of demolition and temporary repairs and for the protection of property pending the completion of permanent restoration, repairs, replacements, rebuilding, or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding, or alterations are hereinafter collectively referred to as the "Restoration"), and, subject to reasonable terms for disbursement included in any Fee or Leasehold Mortgage, shall be paid out from time to time to Tenant or in accordance with its directions, as such Restoration progresses, upon the written request of Tenant which shall be accompanied by all certificates, invoices, and releases that may then be necessary to protect Landlord and the Property from any lien, charge, or liability (including, without limitation, mechanics' liens) and the written approval of the Fee or Leasehold Mortgagee, if any, or Landlord if there is then no Fee or Leasehold Mortgagee.

(b) Tenant to Pay any Deficiency. If the insurance proceeds shall be insufficient in the reasonable judgment of Landlord to pay the entire cost of such Restoration, Tenant shall, to Landlord's reasonable satisfaction, arrange to pay the deficiency prior to commencement or continuation of construction. Additionally, if the estimated cost of such Restoration exceeds the amount of the insurance proceeds, Landlord may require Tenant, at Tenant's sole cost and expense, to furnish Landlord with a performance bond and surety bond or other assurances of completion as shall be satisfactory to Landlord.

(c) Distribution of Excess Insurance Proceeds. Upon the completion and payment in full of the Restoration and the expiration of all applicable lien periods, and so long as there is no default under the terms, conditions, covenants, and agreements of this Ground Lease, any balance of the insurance proceeds remaining to be paid shall be paid to Tenant or to any Fee or Leasehold Mortgagee, as their interests may appear.

11.3. No Release of Tenant's Obligations. No destruction of, or damage to the Property or any part thereof by fire or any other cause shall permit Tenant to surrender this Ground Lease or shall relieve Tenant from its obligations to pay the full Rent payable under this Ground Lease or from any of its other obligations under this Ground Lease.

ARTICLE XII. CONDEMNATION.

12.1. Total Taking.

(a) Effect of Taking. If during the term hereof there shall be a Total Taking, then the Tenant's Leasehold Estate shall cease and terminate as of the Date of Taking. If Tenant's Leasehold Estate is so terminated, all Rent and other charges payable by Tenant to Landlord hereunder attributable to the Land taken shall be paid by Tenant up to and prorated through the Date of Taking.

(b) Allocation of Award. All compensation and damages awarded in connection with any Total Taking of the Property shall be allocated as follows: (a) to Landlord for its fee interest in the Land (including its interest as Landlord under this Ground Lease, and reversionary interest in the Improvements); and then, (b) to Tenant for its Leasehold Estate and its fee interest in the Improvements (subject to Landlord's reversionary interest therein) immediately prior to such taking.

12.2. Partial Taking.

(a) Effect of Taking. If during the term hereof there shall be a Partial Taking, then the portion of the Tenant's Leasehold Estate taken shall cease and terminate as of the Date of Taking. If Tenant's Leasehold Estate is so terminated in part, all Rent and other charges payable by Tenant to Landlord hereunder attributable to the portion of the Land taken shall be paid by Tenant up to and prorated through the Date of Taking. In the event of a Partial Taking, except to the extent that Tenant's Leasehold Estate is taken, this Ground Lease shall continue in full force and effect notwithstanding such Partial Taking.

(b) Restoration of Property. Tenant shall, after any such Partial Taking and at its sole cost and expense, repair and restore any damage caused by any such Partial Taking in conformity with the requirements hereof so that after the completion of such Restoration the Improvements shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such Partial Taking.

(c) Allocation of Award. The condemnation award for such Partial Taking shall be deposited with the Fee or Leasehold Mortgagee or, if there is none, with the Landlord. The Fee or Leasehold Mortgagee or Landlord, as the case may be, shall, subject to the terms of any Leasehold Mortgage, then make available to Tenant so much of said award as is necessary to effect such Restoration. Upon completion of such Restoration, any portion of the award then remaining will belong to Landlord to the extent of the value of Landlord's interest in the award and thereafter to Tenant. If the cost of the Restoration required to be made by Tenant under this Ground Lease shall exceed the amount of the award therefor, the deficiency will be paid by Tenant.

(d) Partial Rent Abatement. In the event of a Partial Taking, the Rent payable by Tenant shall be adjusted from the Date of Taking. Such Rent adjustment caused by the Partial Taking shall be made by reducing the Rent payable by Tenant based on the ratio between the fair market value of the Leasehold Estate at the Date of Taking to the fair market value of the Leasehold Estate remaining immediately thereafter, valued for the use being made of the Leasehold Estate by Tenant

immediately prior to such Partial Taking. Tenant and Landlord shall negotiate in good faith with respect to such Rent adjustment. In the event Tenant and Landlord cannot agree on the appropriate adjustment to be made to Rent, either party may compel the resolution of the dispute by arbitration.

12.3. Temporary Taking. If all or any portion of the Property shall be taken for temporary use or occupancy, this Ground Lease shall continue in full force and effect without reduction or abatement of Rent, notwithstanding any other provision of this Ground Lease, statute or rule of law to the contrary, and Tenant shall, in such event, be entitled to any award specifically made for the repair and restoration of any damage to the Land, or any Improvements thereon, as a result of such temporary use or occupancy and to the amount of the award for such taking applicable to the period of such temporary use or occupancy included in the Term of this Ground Lease, and Landlord shall be entitled to the remainder of the award. Tenant, however, shall, upon the termination of the temporary Taking, at its sole cost and expense, repair, and restore any damage to the Land or the Improvements caused by such temporary use or occupancy, whether or not the award received by Tenant is sufficient for such purpose.

12.4. Rights of Mortgagees. Notwithstanding anything to the contrary elsewhere in this Ground Lease, in the event that Tenant's Leasehold Estate is subject to a Leasehold Mortgage or a Fee Mortgage, all amounts payable to Tenant with respect to condemnation, if required by the Leasehold Mortgage or the Fee Mortgagee, shall be paid to such Mortgagees, in the order of their priority, to be applied by the Mortgagees in accordance with the Mortgages. Such Mortgagees shall have the right to participate in any condemnation proceeding affecting the Property.

12.5. Definitions. For purposes of this Section, the "Date of Taking" shall be deemed to be the earlier of (i) the date on which actual possession of all or a portion of the Premises is acquired by any lawful power or authority pursuant to the provisions of applicable federal or state law, or (ii) the date on which title to all or a portion of the Premises shall have vested in any lawful power or authority pursuant to the provisions of the applicable federal or state law.

ARTICLE XIII. LANDLORD'S RIGHT TO PERFORM TENANT'S OBLIGATIONS.

13.1. Landlord's Right to Perform Tenant's Obligations. If Tenant shall at any time fail to pay any Taxes or other charge in accordance with this Ground Lease within the time therein permitted, or to pay for or maintain any of the insurance policies provided for herein within the time therein permitted, or to make any other payment or perform any other act on its part to be made or performed under this Ground Lease, within the time permitted by this Ground Lease, then Landlord, after ten (10) days' written notice to Tenant (or, in case of any emergency, without notice or with such notice as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may, but shall not be required to, pay such Taxes or other charges payable by Tenant, or make such other payment or perform such other act on Tenant's part required by this Ground Lease, and may enter the Property for such purpose and take all such action as may be necessary therefor.

13.2. Right of Landlord to Inspect and Repair. Tenant will permit Landlord and its authorized agents and representatives to enter the Property at all reasonable times, upon 48-hours' written notice, subject to the rights of Subtenants, for the purpose of inspecting the Property. If, as a result of any such inspection or otherwise, Landlord determines that Tenant has breached any of its repair, use, maintenance, or restoration obligations under this Ground Lease, then Landlord may (but shall not be required to) take any action to cure such breach (subject to the applicable notice and cure rights of Tenant). Nothing herein shall imply any duty on the part of Landlord to perform any such inspections or to do any work or perform any act in connection therewith or subject Landlord to any liability in connection therewith. Landlord shall be responsible for any loss or damage caused by the negligent acts of its agents or employees in taking any action authorized hereby.

13.3. Additional Rent. All sums paid by Landlord pursuant to this Article XIII and all costs and expenses incurred by Landlord in connection with the performance of any act authorized by this Article XIII (together with interest thereon at the Default Rate from the respective dates of Landlord's making of each such payment or incurring of each cost or expense) shall constitute Additional Rent payable by Tenant under this Ground Lease and shall be paid by Tenant to Landlord on demand.

ARTICLE XIV. ASSIGNMENT.

14.1. Assignments Prohibited. Tenant may not assign this Ground Lease, or any interest herein, or otherwise sell, transfer or convey any right, title or interest Tenant may have in the Property, without the prior written consent of Landlord. Any such assignment without the Landlord's prior written consent shall be void and of no effect. In the event the Tenant obtains the Landlord's consent to such an assignment, the Tenant may only assign all (and not part) of its right, title, and interest in the Ground Lease, the Land and the Improvements. If Tenant is a partnership, joint venture, or corporation for profit or nonprofit, any direct or indirect sale, assignment, or other transfer of 50% or more of the partnership or joint venture interest (whether in one transaction or as a result of a series of transactions) or any direct or indirect sale, assignment or other transfer of 50% or more of the outstanding voting stock, or of any class of voting stock if there is more than one such class, of such a corporation (whether in one transaction or as a result of a series of transactions) shall constitute an assignment by Tenant of this Ground Lease.

14.2. Permitted Transfers. Notwithstanding the above, any sales, assignments, or transfers which arise out of any of the following circumstances shall not be deemed an assignment for purposes of this Ground Lease, and shall not require the prior written consent of the Landlord: a sale, assignment, or other transfer to an "Affiliated Entity" (as defined above), provided that the assignor or transferor remains liable.

14.3. Landlord's Consent to Assignments. Tenant may only assign all of its rights, title, and interest in and to this Ground Lease, the Land and the Improvements to a person or other entity, who, in Landlord's judgment, (1) has a financial net worth sufficient to discharge the obligations of Tenant hereunder, (2) will not materially adversely affect the long-term financial viability of the Property or the Rent to be received by Landlord, (3) has a good business and character reputation in the community, and (4) (if the assignment is to occur

prior to the occurrence of the Completion Date) has proven construction, development, and property management experience equal to or greater than Tenant's. The following information and assurances shall be provided to Landlord as part of Tenant's request for consent: (a) the name and address of the proposed Assignee; (b) financial information regarding the proposed Assignee, including a copy of its most recent audited balance sheet and income statement, credit references, and a report from a recognized credit rating agency; and (c) the identity, background and experience of all directors, officers, general partners, or other principals of the proposed Assignee, and the senior operational officer, agent or employee in charge of the Property. Before any proposed assignment can be effective for any purpose under this Ground Lease, the proposed Assignee must assume in writing the performance of all of the terms, covenants, and conditions on the part of Tenant to be performed hereunder from and after the date of such assignment.

ARTICLE XV. SUBLETTING.

15.1. Requirements for Subletting.

(a) Generally. Tenant may enter into Subleases from time to time in accordance with the terms of this Ground Lease and without Landlord's prior approval; provided, however, that all Subleases shall be expressly subject to the terms of this Ground Lease and the following additional criteria:

(1) Third-Party Subtenants. All Subleases shall be with independent third parties who are not Affiliates, unless otherwise approved in writing by Landlord; shall be based on arm's-length negotiations between Tenant and such independent third parties; and shall provide for the payment of rent at market rates and upon standard and customary terms and conditions for users of comparable recreational space. Such Subleases and Subtenants may also include partial use of the Tenant's facilities, i.e. such subtenants may lease a portion of the facilities, or the facilities for a portion of each day, or portion of certain days, inclusive of league and other established seasons, with regular leased 'ice time'. Such subleases and the Tenant's own rental of facility use to the public should foster two goals: the establishment of regular revenue stream sufficient to meet Tenant's obligations hereunder, and foster the availability of the facilities to the public.

(2) Subordination to Ground Lease. All Subleases shall provide that they shall be subject and subordinate not only to this Ground Lease but also to any new lease made by Landlord.

(3) Consistent with Character of Project. All Subleases shall be for a use which is consistent with the nature of the Improvements of the Project. Notwithstanding any subletting, Tenant shall, at all times, remain liable for the performance of all of the covenants and agreements under this Ground Lease on its part to be so performed. Tenant shall keep Landlord informed as to the identity of all Sublessees. Subleasing does not include open ice or other use for a fee by the public on a daily or day to day basis.

15.2. Nondisturbance Agreements. Any Subtenant or proposed Subtenant under a Sublease which is consistent with this Ground Lease may apply to Landlord for a right of quiet

enjoyment in recordable form (a "Nondisturbance Agreement") during the term of the Sublease, notwithstanding the expiration, termination or cancellation of this Ground Lease; provided that such Subtenant agrees that in the event this Ground Lease expires, terminates, or is cancelled during the term of the Sublease, the Sublease shall be deemed a direct lease between Landlord and such Subtenant and the Subtenant shall attorn to Landlord. Landlord shall base its determination whether or not to grant such Nondisturbance Agreements upon information provided by the Subtenant, including, but not limited to, a copy of the proposed form of Sublease, relevant financial information concerning the proposed Subtenant, and relevant information concerning the business character and reputation of the proposed Subtenant.

ARTICLE XVI. UNSUBORDINATED LEASEHOLD MORTGAGES.

16.1. Tenant's Right to Mortgage Leasehold Estate. Tenant shall have the unrestricted right, from time to time, to pledge or mortgage Tenant's Leasehold Estate to a Leasehold Mortgagee without the prior consent of Landlord (a "Leasehold Mortgage"); provided, however, that no such Leasehold Mortgage shall be valid or effective (i) unless simultaneously therewith the Tenant's title to and interest in the Improvements shall be pledged to and encumbered by such Leasehold Mortgage, and (ii) until there shall be delivered to Landlord a conformed original or certified copy of the recorded Leasehold Mortgage, containing the name and address of the Leasehold Mortgagee. In no event shall Landlord be obligated to pledge its fee interest in the Property under any such Leasehold Mortgage; provided, however, that Landlord may agree to pledge its fee interest in the Property to a "Fee Mortgage," as defined below, under circumstances described in Article XVII below.

16.2. Leasehold Mortgagee's Notice and Cure Rights. With respect to any valid Leasehold Mortgage, it is agreed by and between Landlord and Tenant as follows:

(a) Landlord will mail to the Leasehold Mortgagee a copy of any notice or other communication from Landlord to Tenant under this Ground Lease at the time of giving such notice or communication to Tenant, and no termination of this Ground Lease, or of Tenant's right to possession of the Property or any reletting of the Property by Landlord which requires the giving of such notice, shall be effective unless Landlord gives to the Leasehold Mortgagee written notice, or a copy of its notice to Tenant of such default or termination. Upon the expiration of any applicable cure period, Landlord will notify Leasehold Mortgagee of Tenant's failure to effectuate a cure within said cure period.

(b) In the event of any default by Tenant under any of the provisions of this Ground Lease, the Leasehold Mortgagee will have the same grace period as is given Tenant for remedying such default or causing it to be remedied, plus an additional period of thirty (30) days after the expiration thereof. The Leasehold Mortgagee, without prejudice to any of its rights against Tenant, shall have the right to cure such default hereunder within such extended grace period, and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been performed by Tenant; and for such purpose Landlord and Tenant hereby authorize

the Leasehold Mortgagee to enter upon the Property and to exercise any of Tenant's rights and powers under this Ground Lease.

(c) In the event of any default by Tenant under any of the provisions of this Ground Lease which can reasonably be cured by the Leasehold Mortgagee, and if prior to the expiration of the applicable grace period, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the interest of Tenant in the Ground Lease and the Improvements by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, then Landlord will not terminate or take any action to effect a termination of this Ground Lease or reenter, take possession of or relet the Property or otherwise enforce performance of this Ground Lease so long as the Leasehold Mortgagee is diligently proceeding to effect such foreclosure or the curing of such default and all Rent is being paid currently. In the event the nature of any such default is such that the Leasehold Mortgagee must take possession of the Property in order to cure such default, or there is an official restraint such as a judicial order or administrative order, including without limitation an automatic stay in bankruptcy, the running of all applicable grace periods shall be tolled so long as all Rent is being paid currently and the Leasehold Mortgagee is diligently attempting to obtain such possession.

16.3. New Lease. If, despite the notice and cure provisions described above, the Ground Lease is terminated as the result of any default by the Tenant or any other reason, then, as long as the Leasehold Mortgagee diligently proceeds to effectuate any such cures as it is capable of curing, and otherwise performs all obligations of the Tenant hereunder, then Landlord will execute and deliver to the Leasehold Mortgagee or to the purchaser, assignee, or transferee, as the case may be, a new lease of the Land (the "New Lease"). Such New Lease shall be for a term equal to the remainder of the Term before giving effect to such termination, shall contain the same covenants, agreement, conditions, and limitations as this Ground Lease, and shall be subject only to encumbrances and other matters existing as of the date hereof. In such event the ownership of all Improvements shall be deemed to have been transferred directly to such transferee of Tenant's interest in this Ground Lease. Landlord shall execute such deed or other instrument of conveyance as may be necessary for title to the Improvements to be insured in such transferee of Tenant's interest. Any New Lease made pursuant to this Section shall have the same priority as the original Ground Lease with respect to any mortgage or other lien, charge, or encumbrance on the fee of the Land created by Landlord. In order to effectuate such priority, all such subordinate liens, charges, or other encumbrances on the fee of the Land created by Landlord shall contain express provisions to the effect that such lien, charge or encumbrance shall be subordinate to any such New Lease, and that the mortgagee or other beneficiary thereof shall, upon request, confirm to Tenant and any Leasehold Mortgagee such subordination.

16.4. Other Rights of the Leasehold Mortgagee.

(a) There shall be no merger of Tenant's Leasehold Estate with the fee estate in the Land by reason of the fact that Tenant's Leasehold Estate may be held directly or indirectly by or for the account of any person who shall also hold directly or indirectly the fee estate, or any interest in such fee estate, nor shall there be any

such merger by reason of the fact that all or any part of Tenant's Leasehold Estate may be conveyed or mortgaged to a Leasehold Mortgagee who shall also hold directly or indirectly the fee estate, or any part thereof, in the Land or any interest of Landlord under this Ground Lease.

(b) No termination or rejection of this Ground Lease by Tenant shall be valid or effective, and neither this Ground Lease nor any of the terms hereof may be amended, modified, changed, rejected, or cancelled without the prior written consent of the Leasehold Mortgagee.

(c) Landlord hereby consents to the inclusion of a provision in the Leasehold Mortgage for the assignment of rents from Subleases to the Leasehold Mortgagee, effective upon any default under the Leasehold Mortgage.

(d) This Ground Lease may be assigned to a Leasehold Mortgagee by an assignment in lieu of foreclosure of a Leasehold Mortgage or pursuant to a foreclosure sale or sale pursuant to power of sale under a Leasehold Mortgage and may be further assigned by the Assignee or purchaser without the prior consent of Landlord, provided the ultimate Assignee fully assumes the Tenant's obligations under this Ground Lease. The liability of such Leasehold Mortgagee or other Assignee under such assumption agreement shall be limited to the period of ownership of this Ground Lease. No assignment of rights under this Ground Lease shall result in a full delegation of duties owed to the Landlord by the assignor and release of the assignor, unless Landlord also expressly approves such delegation by and release of assignor.

(e) In the event there is more than one Leasehold Mortgage affecting the Leasehold Estate, the most senior Leasehold Mortgagee has priority in terms of exercising the rights of a Leasehold Mortgagee.

(f) Landlord and Tenant hereby agree to cooperate in including in this Ground Lease, by suitable amendment from time to time, any provision which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the provisions contained in this Ground Lease with respect to the protection of the lien of the Leasehold Mortgagee and allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of the Leasehold Mortgage on the occurrence of an Event of Default hereunder; provided, however, that any such amendment shall not in any way affect the Term or Rent under this Ground Lease, nor otherwise in any material respect adversely affect any rights of Landlord under this Ground Lease.

ARTICLE XVII. SUBORDINATED LEASEHOLD MORTGAGES.

17.1. Landlord's Approval of Fee Mortgage. Provided that there does not exist an Event of Default by Tenant under the terms of this Ground Lease, Tenant may after Substantial Completion of the Improvements, request in writing that the Landlord execute and deliver one or more mortgages (or such other instrument or instruments as may be reasonably required) whereby Landlord pledges its fee simple interest in the Property as additional collateral for a loan payable by Tenant ("Fee Mortgages"), subject to the conditions contained herein. The agreement to and execution of a Fee Mortgage shall be exclusively at the Landlord's discretion.

ARTICLE XVIII. TRANSFER OF LANDLORD'S INTEREST.

18.1. Transfer of Landlord's Interest. Landlord shall have the right at any time, and from time to time during the term hereof, to sell or assign to any person all or any portion of its fee interest in the Land or any portion thereof, subject, however, to Tenant's Leasehold Estate created hereby and all interests relating thereto, including but not limited to, any Leasehold Mortgage, Fee Mortgage, or Sublease.

18.2. Attornment. In the event that Landlord sells, conveys, or otherwise transfers its interest in the Land, whether voluntarily, involuntarily, by foreclosure (or by deed in lieu of foreclosure) of a Fee Mortgage, or by operation of law, then this Ground Lease shall remain in full force and effect and shall not be terminated, provided that with respect to any such transfer by foreclosure or deed in lieu of foreclosure, the terms of this Ground Lease shall be subject to the terms of the applicable nondisturbance, subordination, and attornment agreement, if any. Tenant hereby agrees that it will attorn to and recognize any successor to Landlord's interest in the Land as the new Landlord under this Ground Lease, and Tenant hereby covenants and agrees that it will execute any instruments reasonably required by such successor evidencing the same, provided that such successor shall not be bound by (i) any payment of Rent for more than one month in advance, (ii) any provision of any amendment to the Ground Lease to which Fee Mortgagee has not consented, (iii) the defaults of any prior Landlord under this Ground Lease, or (iv) any offset rights arising out of the defaults of any prior Landlord under this Ground Lease. Upon such attornment, this Ground Lease shall continue in full force and effect as a direct lease between each successor Landlord and Tenant, subject to all of the terms, covenants and conditions of this Ground Lease.

ARTICLE XIX. ESTOPPEL CERTIFICATES.

19.1. Estoppel Certificates. Landlord, on at least thirty (30) days' prior written request by Tenant, and Tenant, on at least thirty (30) days' prior written request by Landlord, will at any time and from time to time deliver to the party making such request or to any Mortgagee a statement in writing (an "Estoppel Certificate") certifying that this Ground Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the date to which the Rent and any other deposits or charges have been paid and stating whether or not, to the best knowledge of the party executing such certificate, the party requesting such statement is in default in the performance of any covenant, agreement, or condition contained in this Ground Lease and, if so, specifying each such default of which the executing party may have knowledge together with any other information that a Fee or Leasehold Mortgagee may reasonably require.

ARTICLE XX. DEFAULT AND REMEDIES.

20.1. Tenant's Default. The occurrence of any of the following shall constitute a material default and breach of this Ground Lease by Tenant (an "Event of Default"):

(a) Any failure by Tenant to pay any Rent or to make any other payment required to be made by Tenant hereunder where such failure continues for ten (10) days after written notice thereof by Landlord to Tenant.

(b) A failure by Tenant to perform any of the items required to be performed pursuant to the Construction Schedule by the times set forth therein for such performance subject to extensions for delays occasioned by events of Force Majeure and site conditions requiring environmental remediation (not caused by Tenant, its employees, or agents).

(c) A failure by Tenant to observe and perform any other provision of this Ground Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30)-day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently proceed to complete such cure.

(d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 90 days); or the appointment of a trustee or receiver to take possession the Property, where possession is not restored to Tenant within ninety (90) days.

20.2. Remedies. Upon the occurrence of an Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the following remedies:

(a) Landlord shall have the immediate option to terminate this Ground Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate, and in such event, Landlord may recover damages from Tenant.

(b) Landlord may, without terminating this Ground Lease, recover all Rent as it becomes due and may relet the Property (or any part thereof), upon such terms and conditions as Landlord in its sole discretion may deem advisable. If Landlord shall elect to so relet, then all rentals received by Landlord from such reletting (or from Subtenants) shall be applied: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting not covered by the rentals received from such reletting.

ARTICLE XXI. RIGHTS AND OBLIGATIONS UPON TERMINATION.

21.1. Surrender of Land and Improvements. Upon the expiration or earlier termination of this Ground Lease pursuant to the terms hereof, or upon any reentry by Landlord upon

the Property pursuant to Article XX. hereof (subject to any right of a Leasehold Mortgagee hereunder to a New Lease), Tenant shall surrender to Landlord the Property in good order, condition, and repair (except for reasonable wear and tear, and Takings) and free and clear of all liens and encumbrances (other than those permitted hereby or otherwise created or consented to by Landlord); provided, however, that Tenant shall have no right to surrender the Property (except a surrender upon the expiration of the Term or upon termination by Landlord pursuant to and subject to the provisions of this Ground Lease) and Landlord will not accept any attempted surrender unless the prior written consent of any Leasehold Mortgagee shall have been obtained. If requested to do so, Tenant shall also execute, acknowledge and deliver to Landlord such instruments as may be necessary or desirable to effectuate the termination of the Ground Lease, inclusive of form suitable for recording, the transfer of the Leasehold Estate to the Landlord, or to perfect Landlord's right, title, and interest in and to the Property.

21.2. Removal of Improvements. On the last day of the Term of this Ground Lease, inclusive of any extensions, or upon the earlier termination of this Ground Lease, Landlord may (but shall not be obligated to), upon written notice, require Tenant to remove, at the sole cost and expense of Tenant, and not later than ninety (90) days after the expiration or earlier termination of this Ground Lease, all structures, buildings, and improvements of any kind whatsoever placed or maintained on the Property by Tenant and others; and Tenant shall, upon the expiration or earlier termination of this Ground Lease, immediately restore, and quit, and peacefully surrender possession of the Property to Landlord in at least as good and usable condition, reasonably acceptable to Landlord, as the same was in at the time of first occupation thereof by Tenant or others, ordinary wear and tear excepted. Should Tenant fail to so remove said structures, buildings, and improvements and restore the property, Landlord may do so, and in such event, Tenant shall reimburse Landlord for any cost or expense thereof.

ARTICLE XXII. MISCELLANEOUS.

22.1. Entire Agreement. This Ground Lease, including the Recitals which are incorporated into this Ground Lease and made a part hereof, and the documents signed and delivered by Landlord and Tenant in connection herewith and referred to herein contain the entire agreement between the parties hereto with respect to the Land, and there are no promises, agreements, conditions, undertakings, or warranties or representations, oral or written, express or implied, between them other than as set forth in this Ground Lease and such other documents, which are intended to be an integration of all prior or contemporaneous promises, agreements, conditions, and undertakings between the parties hereto relating to the Land. In executing and delivering this Ground Lease, Tenant has not relied on any statement, representation or warranty by Landlord or any of its agents or employees which is not set forth in this Ground Lease or in such other documents.

22.2. Severability. If any provision of this Ground Lease or the application thereof to any extent shall be invalid or unenforceable, the remainder of this Ground Lease, or the application of such provision to the parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Ground Lease shall be valid and be enforced to the fullest extent permitted by law.

22.3. **Notices.** Each notice that is to be given or made or communicated pursuant to this Ground Lease shall be in writing and shall be deemed to have been received, and shall be effective, (i) when delivered in person (including, without limitation, by messenger or courier), or (ii) when received via facsimile, or (iii) two (2) days after having been mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by overnight mail service, receipt requested, at the following addresses:

If to Landlord: _____, with a copy to _____.

If to Tenant, Yellowstone Ice Foundation, PO Box 50427, Billings, MT 59105, with a copy to alex@yellowstoneicefoundation.org.

Each party shall have the right at any time and from time to time to designate a different address, or additional or other party or parties, at such additional or other addresses for the delivery of notices, by giving notice in accordance with the foregoing, such different addresses and/or parties being effective from and after the date of receipt of such notice by the other party as deemed in accordance with this paragraph.

22.4. **Brokers.** Tenant and Landlord each represent to the other that it has not dealt with or engaged a real estate broker in connection with this Ground Lease and that no other broker has negotiated this Ground Lease or is entitled to any fee or commission in connection herewith.

22.5. **Governing Law.** It is the intent of the parties hereto that all questions with respect to the construction of this Ground Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Montana. Venue for any action arising out of this Ground Lease shall by Yellowstone County District Court, or as may be authorized, federal District Court for the State of Montana.

22.6. **Modifications.** No change or modification of this Ground Lease or of any of the provisions hereof shall be valid or effective unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Ground Lease shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced.

22.7. **Counterparts.** This Ground Lease may be executed in several counterparts and the counterparts shall constitute but one and the same instrument.

22.8. **Recording.** Except as otherwise permitted in this Section, neither this Ground Lease nor any other writing with respect to this Ground Lease may be recorded without the express written consent of Landlord. Concurrently with the execution of this Ground Lease, Landlord and Tenant shall execute and record a recordable memorandum of this Ground Lease in the form of Exhibit E attached hereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease as of the date first above written.

YELLOWSTONE ICE FOUNDATION

By: _____
Name: Parker Phipps, President
Date:

CITY OF BILLINGS

By: _____
Name: William A. Cole, Mayor
Date:

EXHIBIT A. LEGAL DESCRIPTION OF LAND.

[legal description of land]

EXHIBIT B. DEPICTION OF LAND AND IMPROVEMENTS

[Proposed Improvements]

EXHIBIT C. AMEND RECREATION CENTER CAMPUS

[Proposed]

EXHIBIT D. CONSTRUCTION SCHEDULE.

[construction schedule]

EXHIBIT D - CONSTRUCTION SCHEDULE

Signal Peak Energy Arena	start	end
Construction	**05/01/25**	**04/22/26**
Civil Subgrade	05/01	05/28
Foundation, Rammed Aggregate Piers	05/29	06/24
Ground Rough Foundation	06/25	07/09
Foundation Poured	06/25	06/25
Foundation Backfill, Flatwork Prep	07/10	07/23
Concrete Flatwork	07/24	08/05
PEMB Lands	06/25	06/25
Erect PEMB	08/07	10/22
Exterior Stud Framing & Cladding	08/21	10/14
Building Dry In	10/22	10/22
Interior Masonry & Stud Framing	10/16	12/24
M/E/P Rough In	11/27	12/24
Interior Finishes	12/25	03/25
M/E/P Trim Out	01/30	03/25
Punch List, Final Clean	03/26	04/22
Certificate of Occupancy	04/22	04/22

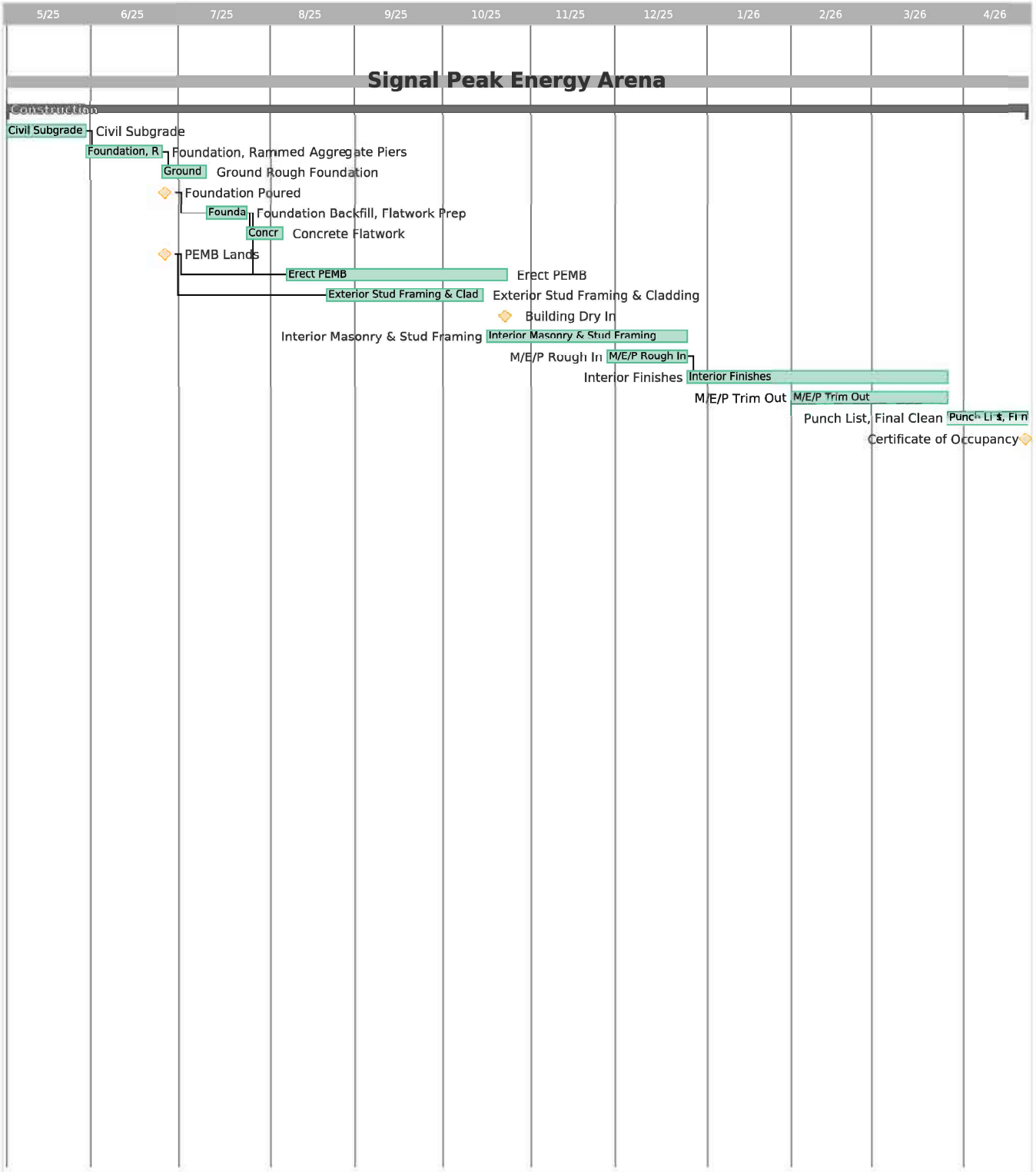


EXHIBIT E. MEMORANDUM OF GROUND LEASE.

[form of memorandum of ground lease]

EXHIBIT A. LEGAL DESCRIPTION OF LAND.

A BUILDING LEASE AS SHOWN ON THE ATTACHED BUILDING LEASE EXHIBIT OVER A PORTION OF LOTS 3A-4, AND 3A-5 OF BLOCK 1 OF POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING TOGETHER WITH A PORTION OF LOT 3A-1A OF BLOCK 1 OF THE AMENDED PLAT LOTS 3A-1 AND 3A-3, BLOCK 1 OF POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLATS ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY, UNDER THE RESPECTIVE DOCUMENT No.'s 3713010 AND 3766027 BEING MORE PARTICULARLY DESCRIBED WITH THE FOLLOWING METES AND BOUNDS DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING; THENCE N89°43'50"E, A DISTANCE OF 517.31 FEET ALONG THE BOUNDARY COMMON TO LOT 3A-4 OF BLOCK 1 AND TRACT 1 OF C.O.S. 2783 TO THE NORTHWEST CORNER OF THE LEASE BOUNDARY AND THE POINT OF BEGINNING; THENCE N89°43'50"E, A DISTANCE OF 304.49 FEET ALONG SAID BOUNDARY; THENCE S00°16'10"E, A DISTANCE OF 212.69 FEET; THENCE N89°29'26"E, A DISTANCE OF 12.26 FEET; THENCE S00°16'10"E, A DISTANCE OF 75.15 FEET; THENCE S89°50'24"W A DISTANCE OF 316.75 FEET; THENCE N00°16'10"W A DISTANCE OF 287.18 FEET BACK TO THE POINT OF BEGINNING; SAID DESCRIBED BUILDING LEASE CONTAINING 2.031 ACRES (88453 SQUARE FEET), MORE OR LESS.

Exhibit B to Ground Lease - Depiction of Land and Improvements

EXHIBIT A

PROPOSED BUILDING LEASE

WITHIN

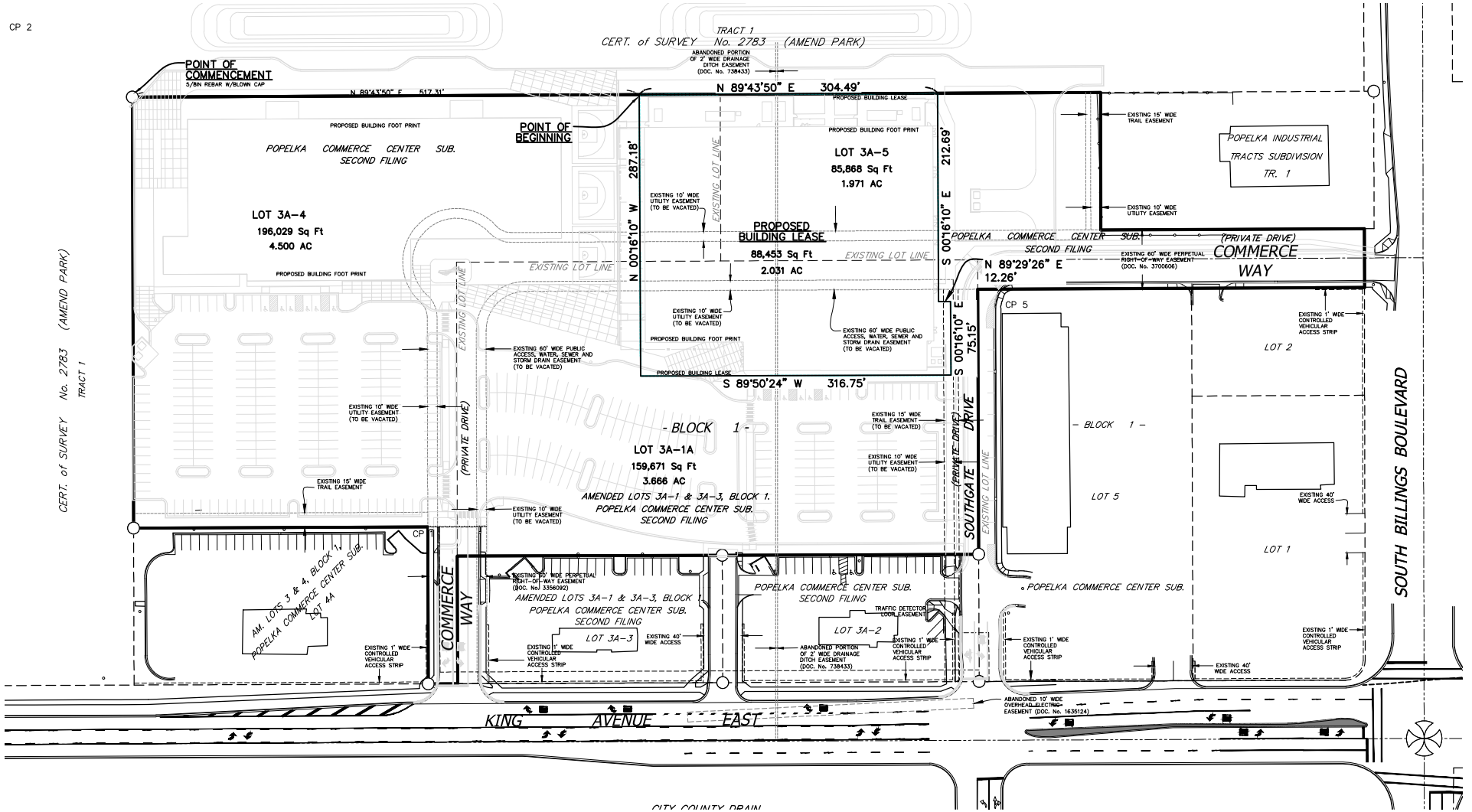
LOTS 3A–4 & 3A–5, BLOCK 1 OF POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING &
LOT 3A–1A, BLOCK 1, OF THE AMENDED PLAT OF LOTS 3A–1 & 3A–3, BLOCK 1 OF
POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING

PREPARED FOR : CITY OF BILLINGS

JANUARY, 2025

PREPARED BY : sanbell

BILLINGS, MONTANA



18097.03_EXHIBITS_012325.DWG 18097.03 01/23/25 BSA/JRB

City Council Regular

Date:	03/24/2025
Title:	West End Hangar Ground Leases with Beacon Air Group, LLC
Presented by:	Jeff Roach
Department:	Airport
Presentation:	No
Legal Review:	Template Contract
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the two West End Hangar Ground Leases with Beacon Air Group, LLC for 25-year terms commencing April 1, 2025, and ending March 31, 2050.

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

On February 14, 2022, City Council approved a West End Hangar Ground Lease with Beacon Air Group, LLC (Beacon) to construct the first hangar in the new West End Large Hangar Area. On March 28, 2022, City Council approved two additional West End Hangar Ground Leases with Beacon to construct two additional large hangars in the new West End Large Hangar Area. The Airport created this area specifically for space to construct large hangars to accommodate large corporate and private aircraft. The west row of ground parcels is now entirely under lease with three parcels remaining on the east row in this area. Kevin Button of Beacon desires to construct two additional new 120 ft. x 100 ft. hangars in this West End Large Hangar Area. Staff has worked with Beacon on two new twenty-five year West End Hangar Ground Leases that commence April 1, 2025, and terminate March 31, 2050. The proposed leased premises include two 38,700 square foot parcels on the newly named street Jetway Drive. These hangars will be the fourth and fifth hangars Beacon will have constructed in this new West End Large Hangar Area.

ALTERNATIVES

City Council may:

- Approve the West End Hangar Ground Leases with Beacon Air Group, LLC ; or,
- Not Approve the West End Hangar Ground Leases with Beacon Air Group, LLC.

FISCAL EFFECTS

The initial annual rental for these Leases will be $13,545 for each Lease. Lease rentals in subsequent years will be adjusted on an annual basis on the anniversary dates, using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

Attachments

2494 Jetway_Beacon-West End Large Hangar
2488 Jetway Beacon-West End Large Hanger

WEST END HANGAR GROUND LEASE

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

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

BEACON AIR GROUP, LLC, hereinafter designated "Lessee"

W I T N E S S E T H

RECITALS

1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and

2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses, and interests, and

3) Lessee wishes to engage in certain non-commercial aviation activities, and proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and

4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises) for its exclusive use, specifically described as follows:

Main Parcel – 2494 Jetway Drive

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 27°41'45" W a distance of 2,141.04 feet to the Point of Beginning; thence N 20°59'27" E a distance of 180.00 feet; thence N 69°00'33" W a distance of 215.00 feet; thence S 20°59'27" W a distance of 180.00 feet; thence S 69°00'33" E a distance of 215.00 feet to the Point of Beginning.

Said parcel containing 38,700 square feet.

Premises is further depicted on attached "Exhibit A," and by said reference made a part hereof.

B. Construction of Improvements. Lessee may construct a 120' x 100' hangar building on the aforementioned parcel of land pursuant to the submitted and approved plan, and by reference specifically made a part of this Lease as "Exhibit B." Necessary ramps, parking, and hangar entrance taxiways will be constructed by Lessee. The construction of the facilities shown on the "Exhibit B" building plans will be substantially started within twelve (12) months and completed within twenty-four (24) months of the signing of this Lease. Failure to complete the structure during said period shall constitute a default. If this default occurs, the Lease is canceled immediately and control of the property reverts to the Lessor.

C. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,

rules and regulations as now or may hereafter have application at the Airport.

1) The general unrestricted use of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for non-commercial aviation activity as herein defined. For the purpose of this Lease, public airport facilities shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, and navigational aids.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

D. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as defined in subparagraphs 1 through 7 below, subject to the conditions and covenants hereafter set out:

1) The maintenance, storing and servicing of aircraft, which shall include minor repairs, inspection, and licensing of same, and the purchase of parts, equipment, and accessories therefore.

2) The right to use vehicles necessary for the servicing of aircraft.

3) The storage of aircraft not owned by the Lessee.

4) The storage of supplies, materials, and records.

5) The loading and unloading of aircraft in any lawful activity as incidental to the conduct of any services or operations outlined in this paragraph.

6) The maintenance of an office on the premises necessary for the conduct of the activities defined above.

7) The aforementioned rights shall apply to the persons, firms, or corporations having actual possession, occupancy, and use of the leasehold structures described herein, and the agents, employees, and invitees of such persons, firms, or corporations.

E. Concessions, Services, Activities, and Uses Excluded. The following concessions, services, activities, uses, and the establishment thereof shall be specifically excluded from this Lease:

1) Ground and air transportation for hire.

2) Vehicle or equipment rental services.

3) Food sales (except the sale of tobacco, confections, and refreshments through coin-operated vending machines).

4) News and sundry sales.

5) Barber, valet, and personal services.

6) Fuel sales (aircraft or vehicle).

7) On site fuel storage and fuel storage facilities, including fueling vehicle parking.

8) The buying and selling of aircraft, parts, and accessories therefore, and aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except for use in Lessee's own aircraft or operations.

9) Flight schools and flight instruction, except that Lessee or Lessee's Chief Pilot shall have the right to give private instructions to Lessee's employees.

10) Aircraft repair and servicing except on Lessee's or sublessee's own aircraft.

11) Storage of personal vehicles, campers, boats, trailers, motor homes, other recreational vehicles, or parts and accessories for such.

12) The maintenance, repairing, or restoring of motorized vehicles.

13) Storage of any household items.

14) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.

15) Improper storage of any chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances. Improper storage includes storage in violation of any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

16) Off premise parking.

17) Storage of any items outside of the hangar structure.

18) Any non-aviation or non-aeronautical activity.

F. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over/on the above described leasehold, together with other necessary rights-of-way over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities serving said tenants.

G. Access/Inspection by Lessor. Lessee shall allow the Lessor's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and

inspecting the same to determine Lessee's compliance with its obligations under this Lease and for purposes necessary, incidental to or connected with the performance of the Lessor's obligations hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency, the Lessor or its representatives shall have the right to take such action at the premises as they deem necessary for the protection of persons or property.

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of twenty-five (25) years, commencing on the 1st day of April 2025, and terminating on the 31st day of March 2050.

B. First Right of Refusal. At the end of the term hereof the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity. Provided that the Lessor shall have the sole discretion as to the use of said premises and whether or not it will be relet at end of said term. Provided further, that sixty (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in which to give Lessor notice in writing of acceptance.

C. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall

pay to Lessor $0.35 per square foot per annum for all ground included in this Lease, for an annual rental of $13,545.00. Said initial rental shall be payable either annually in advance or monthly in advance, without billing, on the on the first day of each month in an amount equal to one-twelfth of the annual rental, or $1,128.75 each month.

B. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor.

C. Annual Readjustment of Ground Rental. During the term of the Lease, the rental rate will be adjusted annually on the anniversary date of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary date shall be April 1 of each year during the term of the Lease. The Lessor shall send Lessee a notice of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the adjusted rental rates.

D. Rental Adjustments to Market Value. Beginning on the fifth anniversary, then on each successive five-year anniversary of the Lease, the Lessor may conduct an analysis of the then current lease rental rates for other on-Airport properties to determine the current market value of the property. Should the analysis identify that the then current Lease rental rate is below market value for other on-Airport properties, the Lessor will notify Lessee six (6) months in advance of an impending

Lease rental rate increase.

ARTICLE IV

OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's covenants herein.

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow from the access roads as Lessor's resources permit.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or expense to the Lessor. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof.

B. Improvements. Lessee shall have the right to and shall provide for the construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or expansion.

C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse and debris consistent with good business practice, and acceptable to the Lessor. Repairs identified and required by the Lessor, and sent to Lessee via a written notice, shall be completed within a reasonable time as agreed to by both parties. Lessee's maintenance responsibilities shall include snow removal on the premises, maintenance of any separate water collection system on the premises utilized to collect wash water from aircraft, and maintenance of the ramp/apron and access/entrance to the hangar structure.

D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own cost and expense; and Lessee shall pay for any/service charges incurred therefore. Lessee shall also provide an external meter reading device in an external location of the leasehold structure; said meter reading device type shall be specified by the Lessor. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall provide and maintain a separate water collection system for the wash water and shall not discharge the wash water into any available storm and sanitary sewers.

E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and

use Lessor-approved receptacles for all garbage, trash, and other refuse and shall place them on the premises in a location acceptable to the Lessor for their removal. Lessee shall contact Lessor to make the arrangements for trash pickup and disposal. Piling of boxes, cartons, barrels, pallets, crates, or other similar items in an unsightly or unsafe manner on or about the premises, is forbidden. All disposal costs shall be paid by the Lessee.

F. Signs. Lessee shall not maintain any billboards or advertising signs on the premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

G. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws, rules, regulations, and ordinances of the United States of America, the State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Lease. Lessee specifically agrees to comply with all requirements of the Airport's Stormwater Pollution Prevention Plan.

H. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front of Lessee's leasehold. Ramp area included in the premises shall not be used for the tie down of aircraft for any extended period of time.

I. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the Lessee's occupancy, use, or conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or Local environmental law,

regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives, and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Lessor and Lessor's officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,

aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or employees.

B. Insurance. Lessee shall provide and keep in force for the entire term of this Lease the insurance coverages identified below. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. At the time of execution of this Lease, and annually thereafter and prior to policy expiration, Lessee shall furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is in force. Required evidence of insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or termination of the existing policy. Lessee shall provide notice to City of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts on request of the City.

1) Breach of Agreement. The continuous maintenance by Lessee of all types of required insurance under this Lease is mandatory. Failure of the Lessee to maintain such insurance is a material breach of this Lease, and does not amend this Lease, nor release the Lessee from any other obligations in this Lease.

2) Commercial General Liability Insurance. Commercial General Liability insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $1,500,000 per

occurrence; $3,000,000 General Aggregate. The required limits may be provided by a combination of Commercial General Liability Insurance and Excess or Commercial Umbrella Liability insurance. The commercial general liability policy shall be endorsed to name the City of Billings, and City's officers, directors, agents, representatives, and employees as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. The policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

3) Automobile Liability. Automobile Liability insurance will be required for hired and non-owned vehicles in an amount not less than $1,000,000 combined single limit. If Lessee is providing the coverage amount with an automobile policy that provides full coverage for all of the Lessee's vehicle uses, the policy shall be endorsed to include a written waiver of insurer's right to subrogate against the Lessor.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

Lessee shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by Lessee on the premises, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) calendar days after termination of Lease.

In addition, Lessee has the right to remove, at Lessee's expense, all buildings

and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon the termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal of the building or structures, and Lessee shall generally leave the premises in a clean and orderly condition, acceptable to Lessor.

This right to remove personal property, buildings and structures does not extend to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which improvements shall remain the property of the Lessor and shall not be removed.

In the event the Lessee elects not to remove the buildings and other structures, personal property, fixtures, machinery and equipment, and other improvements upon termination of the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to remove the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related actions shall be at Lessee's expense.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

1) The permanent abandonment of the Airport as an Air Terminal.

2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) calendar days from operating in a normal manner.

3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such

injunction for a period of at least ninety (90) calendar days.

4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) calendar days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event which results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of fifteen (15) calendar days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) calendar days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the

previously mentioned events, Lessor may take immediate possession of the premises and remove Lessee's effects, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument, which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same purpose established in Article I, Paragraph D., provided that written approval of the Lessor is obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations and terms as set forth herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its tenants and sublessees for the terms and covenants of this Lease and any subsequent lease amendments. Lessee shall provide Lessor with a copy of any sublease it has on the Lessee's leasehold.

ARTICLE VIII

NONDISCRIMINATION

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

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

Without limiting the generality of the foregoing, Lessee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

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

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with

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

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*.).

ARTICLE IX

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy or use, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment that it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease, with Lessor's prior written consent. Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor in no event shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no monetary judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of indebtedness, any breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust, and upon Lessee's satisfaction of the mortgage or trust indenture, a copy of a release of any mortgage or deed of trust.

E. Modification and Amendments. Changes or modifications to this Lease shall be

done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Joel Simmons and Kevin Button
Beacon Air Group, LLC
P.O. Box 1381
Dillon, MT 59725
Telephone: (307) 272-3224
E-mail: joel@beaconairgroup.com
E-mail: kevin@beaconairgroup.com

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assigns and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST:

BY _____
CITY CLERK

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

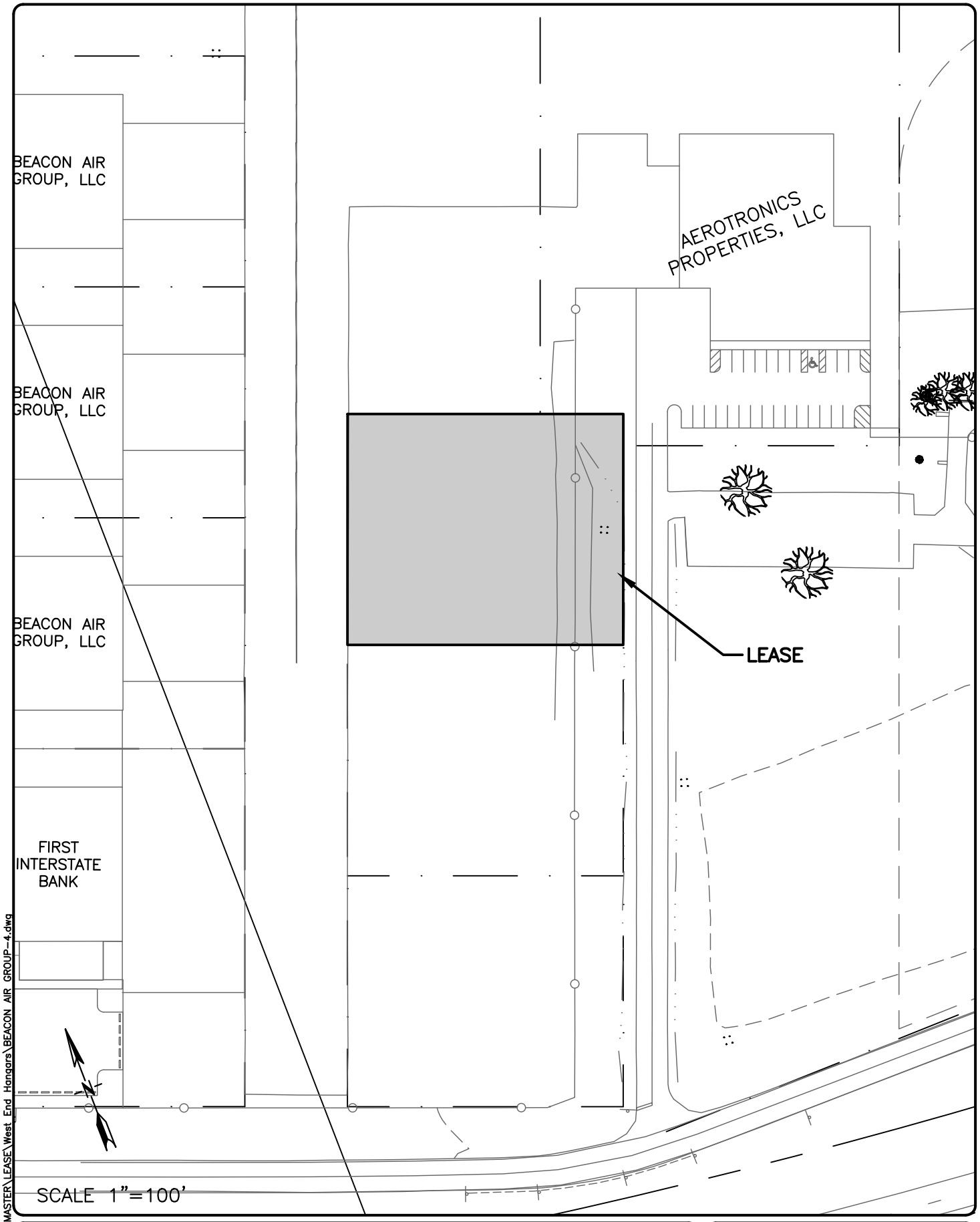
CITY OF BILLINGS

BY _____
MAYOR

BEACON AIR GROUP, LLC

BY _____
JOEL SIMMONS

BY _____
KEVIN BUTTON



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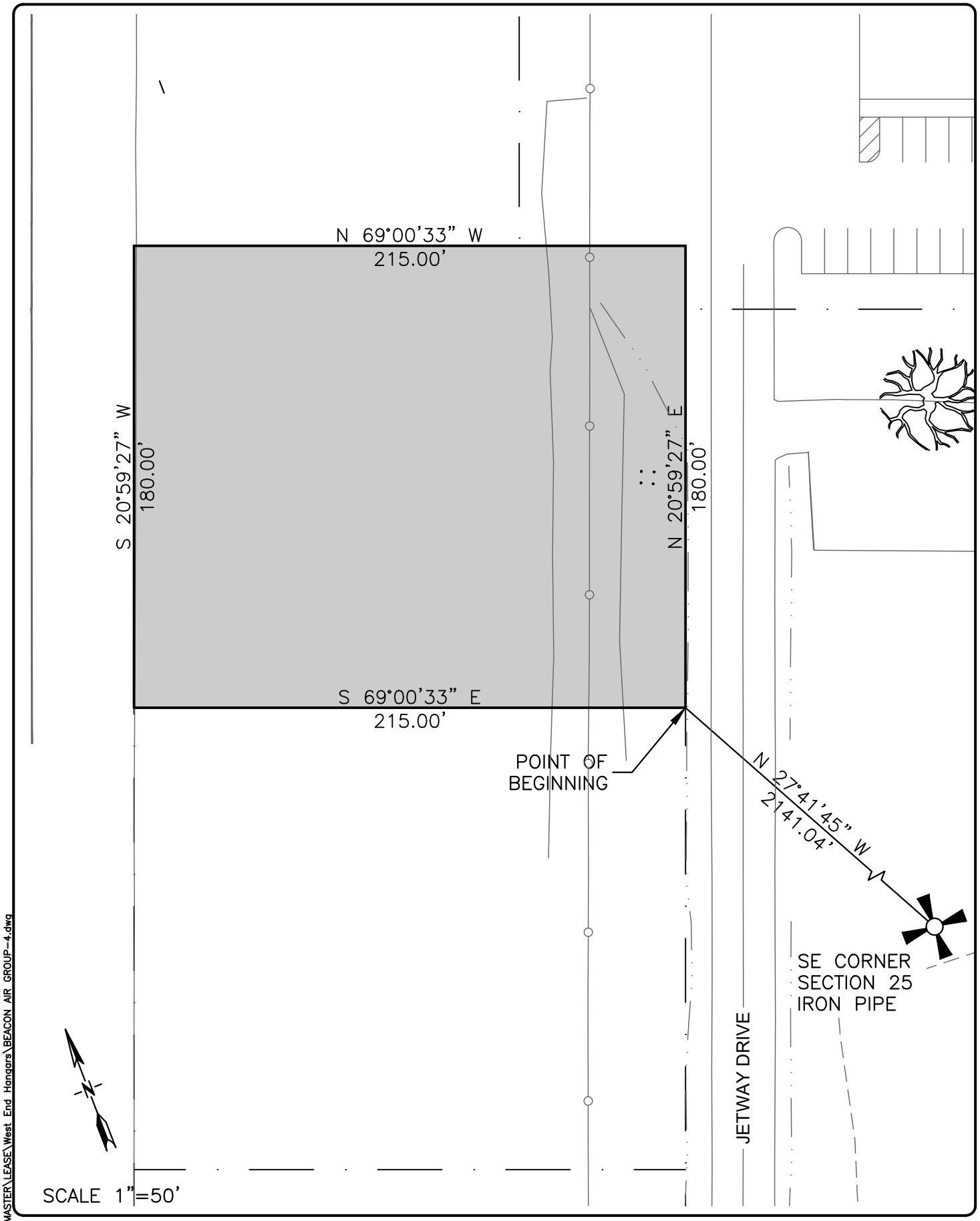
BEACON AIR GROUP, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: MARCH 2025



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BEACON AIR GROUP, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: MARCH 2025

DESCRIPTION

Main Parcel

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 27°41'45" W a distance of 2141.04 feet to the Point of Beginning; thence N 20°59'27" E a distance of 180.00 feet; thence N 69°00'33" W a distance of 215.00 feet; thence S 20°59'27" W a distance of 180.00 feet; thence S 69°00'33" E a distance of 215.00 feet to the Point of Beginning.

Said Parcel containing 38,700 square feet.

V:\2447\000-MASTER\LEASE\West End Hangars\BEACON AIR GROUP-4.dwg

BEACON AIR GROUP, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 3 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: MARCH 2025

EXHIBIT B

SPLICE PLATE & BOLT TABLE

Mark	Qty Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP1	4	4	2	A325	1.000	2.63	6"	5/8"	3'-11 7/8"
SP2	4	4	0	A325	0.750	2.38	6"	5/8"	2'-5 3/8"
SP3	4	4	2	A325	0.750	1.88	6"	3/8"	2'-11 3/4"

FLANGE BRACE TABLE
FRAME LINE 1

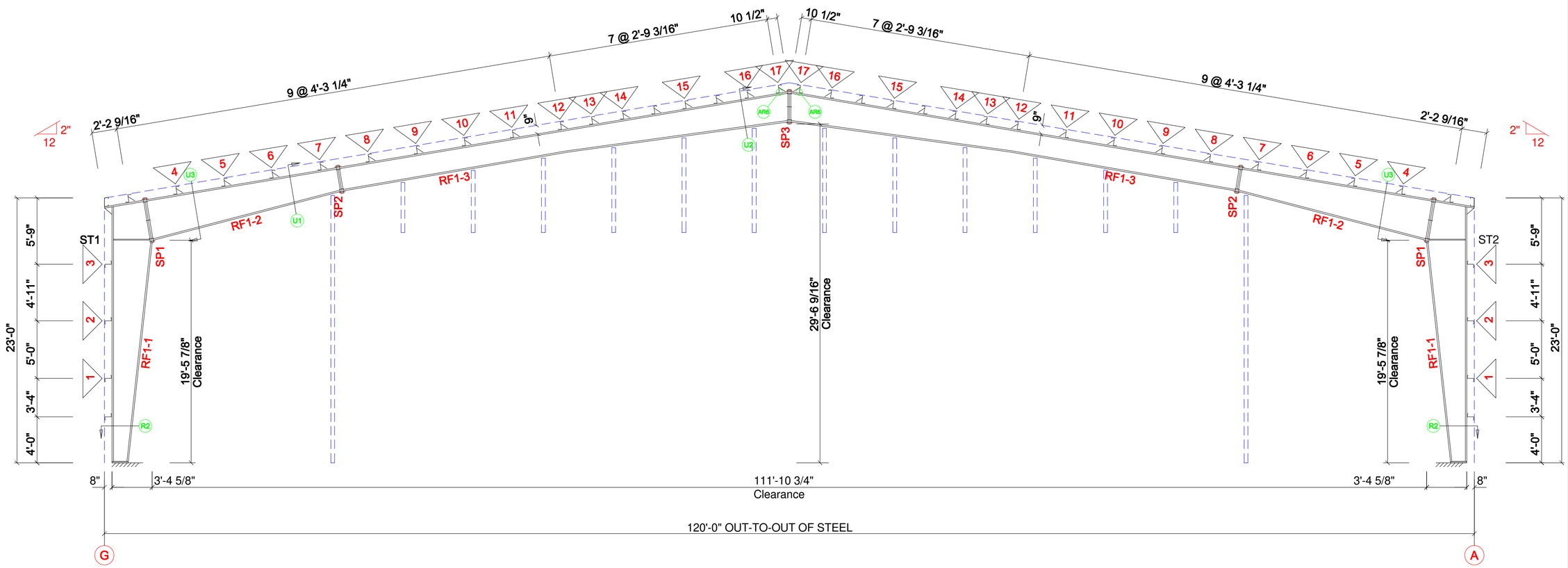
▽ ID	# SIDES	MARK	LENGTH	PART
1	1	FB10	2'-10 5/8"	L2x2x12G
2	1	FB19	3'-11 7/8"	L2x2x12G
3	1	FB24	4'-4 5/8"	L2x2x12G
4	1	FB23	4'-4 3/8"	L2x2x12G
5	1	FB21	4'-1 1/8"	L2x2x12G
6	1	FB15	3'-10 1/8"	L2x2x12G
7	1	FB9	2'-10 3/8"	L2x2x12G
8	1	FB6	2'-9 1/8"	L2x2x12G
9	1	FB5	2'-9"	L2x2x14G
10	1	FB4	2'-8 7/8"	L2x2x16G
11	1	FB3	2'-8 3/4"	L2x2x14G
12	1	FB2	2'-8 5/8"	L2x2x12G
13	1	FB7	2'-9 1/4"	L2x2x14G
14	1	FB8	2'-10"	L2x2x14G
15	1	FB11	2'-11 3/8"	L2x2x14G
16	1	FB14	3'-9 1/2"	L2x2x14G
17	1	FB16	3'-10 1/8"	L2x2x16G

STIFFENER TABLE

Mark	Stiff Mark	Plate Size Width	Thick	Length
RF1-1	ST1	2.500	0.188	39.26

MEMBER TABLE

Mark	Web Depth Start/End	Web Plate Thick	Length	Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
RF1-1	14.0/27.6	0.188	120.0	6 x 1/4" x 267.6	6 x 3/8" x 231.1
	27.6/40.0	0.250	153.1	6 x 1/4" x 41.5	
RF1-2	40.0/22.1	0.250	205.5	6 x 1/4" x 205.5	6 x 3/8" x 97.8 6 x 5/16" x 108.4
RF1-3	22.0/21.5	0.188	120.0	6 x 1/4" x 108.0	6 x 3/8" x 132.0
	21.5/21.0	0.135	120.0	6 x 3/8" x 264.0	6 x 1/4" x 108.0
	21.0/28.0	0.188	240.0	6 x 5/16" x 108.0	6 x 1/4" x 235.4



BUILDING CROSS SECTION: FRAME LINE 1

BUILDING SYSTEMS INC.

MBMA METAL BUILDING MANUFACTURERS ASSOCIATION MEMBER

IAS ACCREDITED Metal Building Systems AC 472

RIGID FRAME ELEVATION

Billings MT

REVISIONS

REV	DATE:	DESCRIPTION
1		
2		
3		
4		
5		
6		

DESIGN: SB
DRAFT:
CHECK:
DATE: 1/29/25

JOB # 5012902

SHEET OF

REV 0

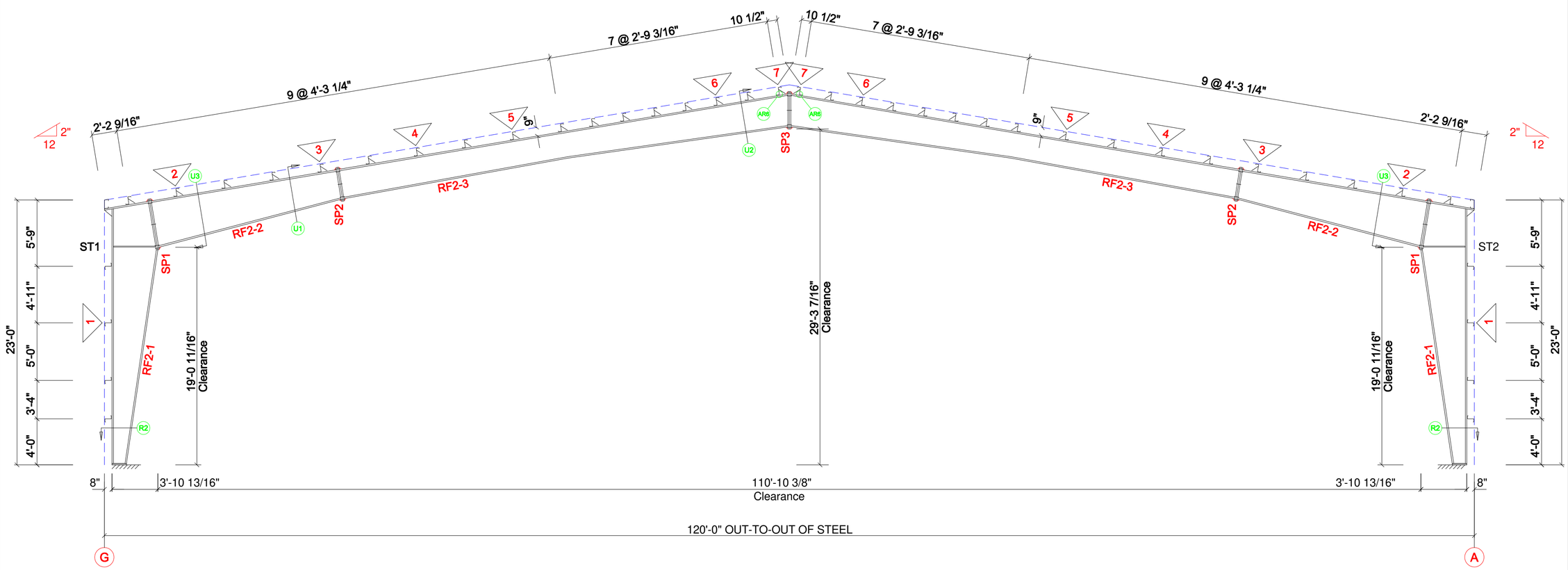
EXHIBIT B

SPLICE PLATE & BOLT TABLE									
Mark	Qty Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP1	4	4	2	A325	1.250	3.88	8"	1"	4'-8"
SP2	4	4	2	A325	1.000	3.13	8"	3/4"	3'-0 1/8"
SP3	4	4	2	A325	0.750	2.13	6"	1/2"	3'-2 7/8"

FLANGE BRACE TABLE FRAME LINE 2 3 4 5				
▽ ID	# SIDES	MARK	LENGTH	PART
1	2	FB22	4'-2 1/2"	L2x2x12G
2	2	FB25	5'-5 3/8"	L2x2x12G
3	2	FB18	3'-11 1/8"	L2x2x12G
4	1	FB13	3'-9 1/2"	L2x2x12G
5	1	FB12	3'-0 3/8"	L2x2x12G
6	1	FB17	3'-11"	L2x2x14G
7	1	FB20	4'-0 1/8"	L2x2x14G

STIFFENER TABLE				
Mark	Stiff Mark	Plate Size Width	Thick	Length
RF2-1	ST1	4.000	0.313	45.09

MEMBER TABLE					
Mark	Web Depth Start/End	Web Plate Thick	Length	Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
RF2-1	12.0/30.3	0.188	120.0	8 x 5/16" x 267.4	8 x 5/8" x 133.3
	30.3/46.0	0.313	153.7	8 x 5/16" x 46.5	8 x 1/2" x 92.5
RF2-2	46.0/38.9	0.313	79.4	8 x 5/16" x 199.4	8 x 1/2" x 200.1
	38.9/28.1	0.250	120.0		
RF2-3	28.0/25.0	0.188	240.0	6 x 5/16" x 108.0	6 x 3/4" x 132.0
	25.0/28.1	0.188	120.0	6 x 3/4" x 264.0	6 x 1/4" x 108.0
	28.1/31.0	0.250	120.0	6 x 1/2" x 108.0	6 x 1/4" x 234.9



BUILDING CROSS SECTION: FRAME LINE 2 3 4 5

BUILDING SYSTEMS INC.

MBMA METAL BUILDING MANUFACTURERS ASSOCIATION MEMBER

IAS ACCREDITED Metal Building Systems AC 472

RIGID FRAME ELEVATION

Billings MT

REVISIONS

REV	DATE:	DESCRIPTION
1		
2		
3		
4		
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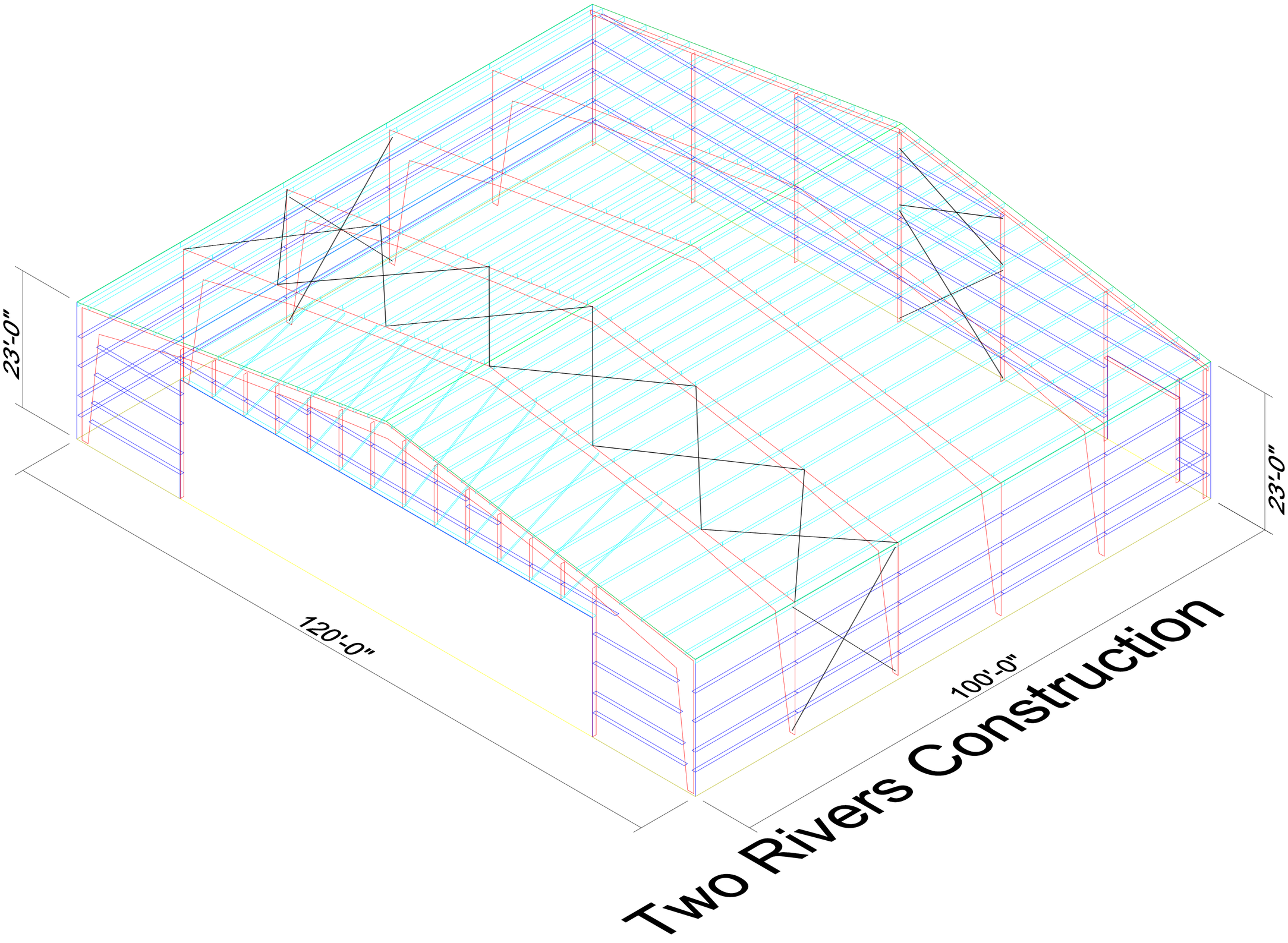
DESIGN: SB
DRAFT:
CHECK:
DATE: 1/29/25

JOB # 5012902

SHEET OF REV 0


23'-0"
120'-0"
100'-0"
23'-0"
Two Rivers Construction

WEST END HANGAR GROUND LEASE

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

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

BEACON AIR GROUP, LLC, hereinafter designated "Lessee"

W I T N E S S E T H

RECITALS

1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and

2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee a certain parcel of land hereinafter described together with certain privileges, rights, uses, and interests, and

3) Lessee wishes to engage in certain non-commercial aviation activities, and proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and

4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises) for its exclusive use, specifically described as follows:

Main Parcel – 2488 Jetway Drive

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 31°31'16" W a distance of 2,026.73 feet to the Point of Beginning; thence N 20°59'27" E a distance of 180.00 feet; thence N 69°00'33" W a distance of 215.00 feet; thence S 20°59'27" W a distance of 180.00 feet; thence S 69°00'33" E a distance of 215.00 feet to the Point of Beginning.

Said parcel containing 38,700 square feet.

Premises is further depicted on attached "Exhibit A," and by said reference made a part hereof.

B. Construction of Improvements. Lessee may construct a 120' x 100' hangar building on the aforementioned parcel of land pursuant to the submitted and approved plan, and by reference specifically made a part of this Lease as "Exhibit B." Necessary ramps, parking, and hangar entrance taxiways will be constructed by Lessee. The construction of the facilities shown on the "Exhibit B" building plans will be substantially started within twelve (12) months and completed within twenty-four (24) months of the signing of this Lease. Failure to complete the structure during said period shall constitute a default. If this default occurs, the Lease is canceled immediately and control of the property reverts to the Lessor.

C. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,

rules and regulations as now or may hereafter have application at the Airport.

1) The general unrestricted use of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for non-commercial aviation activity as herein defined. For the purpose of this Lease, public airport facilities shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, and navigational aids.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

D. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as defined in subparagraphs 1 through 7 below, subject to the conditions and covenants hereafter set out:

1) The maintenance, storing and servicing of aircraft, which shall include minor repairs, inspection, and licensing of same, and the purchase of parts, equipment, and accessories therefore.

2) The right to use vehicles necessary for the servicing of aircraft.

3) The storage of aircraft not owned by the Lessee.

4) The storage of supplies, materials, and records.

5) The loading and unloading of aircraft in any lawful activity as incidental to the conduct of any services or operations outlined in this paragraph.

6) The maintenance of an office on the premises necessary for the conduct of the activities defined above.

7) The aforementioned rights shall apply to the persons, firms, or corporations having actual possession, occupancy, and use of the leasehold structures described herein, and the agents, employees, and invitees of such persons, firms, or corporations.

E. Concessions, Services, Activities, and Uses Excluded. The following concessions, services, activities, uses, and the establishment thereof shall be specifically excluded from this Lease:

1) Ground and air transportation for hire.

2) Vehicle or equipment rental services.

3) Food sales (except the sale of tobacco, confections, and refreshments through coin-operated vending machines).

4) News and sundry sales.

5) Barber, valet, and personal services.

6) Fuel sales (aircraft or vehicle).

7) On site fuel storage and fuel storage facilities, including fueling vehicle parking.

8) The buying and selling of aircraft, parts, and accessories therefore, and aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except for use in Lessee's own aircraft or operations.

9) Flight schools and flight instruction, except that Lessee or Lessee's Chief Pilot shall have the right to give private instructions to Lessee's employees.

10) Aircraft repair and servicing except on Lessee's or sublessee's own aircraft.

11) Storage of personal vehicles, campers, boats, trailers, motor homes, other recreational vehicles, or parts and accessories for such.

12) The maintenance, repairing, or restoring of motorized vehicles.

13) Storage of any household items.

14) Use of the premises in a residential capacity of any nature, whether temporary or otherwise.

15) Improper storage of any chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances. Improper storage includes storage in violation of any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

16) Off premise parking.

17) Storage of any items outside of the hangar structure.

18) Any non-aviation or non-aeronautical activity.

F. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over/on the above described leasehold, together with other necessary rights-of-way over said leasehold for access purposes. Said reserved right-of-way may be used by Lessor and all of Lessor's representatives, agents, employees, tenants, employees of said tenants, and persons or entities serving said tenants.

G. Access/Inspection by Lessor. Lessee shall allow the Lessor's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and

inspecting the same to determine Lessee's compliance with its obligations under this Lease and for purposes necessary, incidental to or connected with the performance of the Lessor's obligations hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency, the Lessor or its representatives shall have the right to take such action at the premises as they deem necessary for the protection of persons or property.

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of twenty-five (25) years, commencing on the 1st day of April 2025, and terminating on the 31st day of March 2050.

B. First Right of Refusal. At the end of the term hereof the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity. Provided that the Lessor shall have the sole discretion as to the use of said premises and whether or not it will be relet at end of said term. Provided further, that sixty (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in which to give Lessor notice in writing of acceptance.

C. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall pay to Lessor $0.35 per square foot per annum for all ground included in this Lease, for an annual rental of $13,545.00. Said initial rental shall be payable either annually in advance or monthly in advance, without billing, on the on the first day of each month in an amount equal to one-twelfth of the annual rental, or $1,128.75 each month.

B. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor.

C. Annual Readjustment of Ground Rental. During the term of the Lease, the rental rate will be adjusted annually on the anniversary date of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary date shall be April 1 of each year during the term of the Lease. The Lessor shall send Lessee a notice of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the adjusted rental rates.

D. Rental Adjustments to Market Value. Beginning on the fifth anniversary, then on each successive five-year anniversary of the Lease, the Lessor may conduct an analysis of the then

current lease rental rates for other on-Airport properties to determine the current market value of the property. Should the analysis identify that the then current Lease rental rate is below market value for other on-Airport properties, the Lessor will notify Lessee six (6) months in advance of an impending Lease rental rate increase.

ARTICLE IV

OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's covenants herein.

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow from the access roads as Lessor's resources permit.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or

expense to the Lessor. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof.

B. Improvements. Lessee shall have the right to and shall provide for the construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the written approval of Lessor prior to beginning any such construction, alteration, or expansion.

C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse and debris consistent with good business practice, and acceptable to the Lessor. Repairs identified and required by the Lessor, and sent to Lessee via a written notice, shall be completed within a reasonable time as agreed to by both parties. Lessee's maintenance responsibilities shall include snow removal on the premises, maintenance of any separate water collection system on the premises utilized to collect wash water from aircraft, and maintenance of the ramp/apron and access/entrance to the hangar structure.

D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own cost and expense; and Lessee shall pay for any/service charges incurred therefore. Lessee shall also provide an external meter reading device in an external location of the leasehold structure; said meter reading device type shall be specified by the Lessor. In the event Lessee wishes to wash aircraft inside the leasehold structure, Lessee shall provide and maintain a separate water collection system for the wash water and shall not discharge the wash water into any available storm and sanitary sewers.

E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and use Lessor-approved receptacles for all garbage, trash, and other refuse and shall place them on the premises in a location acceptable to the Lessor for their removal. Lessee shall contact Lessor to make the arrangements for trash pickup and disposal. Piling of boxes, cartons, barrels, pallets, crates, or other similar items in an unsightly or unsafe manner on or about the premises, is forbidden. All disposal costs shall be paid by the Lessee.

F. Signs. Lessee shall not maintain any billboards or advertising signs on the premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

G. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws, rules, regulations, and ordinances of the United States of America, the State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Lease. Lessee specifically agrees to comply with all requirements of the Airport's Stormwater Pollution Prevention Plan.

H. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front of Lessee's leasehold. Ramp area included in the premises shall not be used for the tie down of aircraft for any extended period of time.

I. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in the

Lessee's occupancy, use, or conduct of its business. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee will hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses, or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives, and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Lessor and Lessor's officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or employees.

B. Insurance. Lessee shall provide and keep in force for the entire term of this Lease the insurance coverages identified below. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. At the time of execution of this Lease, and annually thereafter and prior to policy expiration, Lessee shall furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is in force. Required evidence of insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or termination of the existing policy. Lessee shall provide notice to City of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the City's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts on request of the City.

1) Breach of Agreement. The continuous maintenance by Lessee of all types of required insurance under this Lease is mandatory. Failure of the Lessee to maintain such insurance is a material breach of this Lease, and does not amend this Lease, nor release the Lessee from any other obligations in this Lease.

2) Commercial General Liability Insurance. Commercial General Liability insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $1,500,000 per occurrence; $3,000,000 General Aggregate. The required limits may be provided by a combination of Commercial General Liability Insurance and Excess or Commercial Umbrella Liability insurance. The commercial general liability policy shall be endorsed to name the City of Billings, and City's officers, directors, agents, representatives, and employees as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. The policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

3) Automobile Liability. Automobile Liability insurance will be required for hired and non-owned vehicles in an amount not less than $1,000,000 combined single limit. If Lessee is providing the coverage amount with an automobile policy that provides full coverage for all of the Lessee's vehicle uses, the policy shall be endorsed to include a written waiver of insurer's right to subrogate against the Lessor.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

Lessee shall have the right to remove all moveable furniture, fixtures, machinery and equipment and all other personal property owned or installed by Lessee on the

premises, and all expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) calendar days after termination of Lease.

In addition, Lessee has the right to remove, at Lessee's expense, all buildings and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon the termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal of the building or structures, and Lessee shall generally leave the premises in a clean and orderly condition, acceptable to Lessor.

This right to remove personal property, buildings and structures does not extend to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which improvements shall remain the property of the Lessor and shall not be removed.

In the event the Lessee elects not to remove the buildings and other structures, personal property, fixtures, machinery and equipment, and other improvements upon termination of the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to remove the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related actions shall be at Lessee's expense.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

1) The permanent abandonment of the Airport as an Air Terminal.

2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for

a period of at least ninety (90) calendar days from operating in a normal manner.

3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) calendar days.

4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) calendar days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event which results in said termination. Upon termination under the provisions of this Paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of fifteen (15) calendar days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed

by Lessee, and such default continues for a period of thirty (30) calendar days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the previously mentioned events, Lessor may take immediate possession of the premises and remove Lessee's effects, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument, which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same purpose established in Article I, Paragraph D., provided that written approval of the Lessor is obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations and terms as set forth herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its tenants and sublessees for the terms and covenants of this Lease and any subsequent lease amendments. Lessee

shall provide Lessor with a copy of any sublease it has on the Lessee's leasehold.

ARTICLE VIII

NONDISCRIMINATION

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

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

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

and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted

Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

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

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et*

seq.) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*.).

ARTICLE IX

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced by the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy or use, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment that it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease, with Lessor's prior written consent. Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor in no event shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will seek no monetary judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of indebtedness, any breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust, and upon Lessee's satisfaction of the mortgage or trust indenture, a copy of a release of any mortgage or deed of trust.

E. Modification and Amendments. Changes or modifications to this Lease shall be

done in the form of a lease amendment to be agreed upon and signed by both Lessee and Lessor.

F. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

G. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Joel Simmons and Kevin Button
Beacon Air Group, LLC
P.O. Box 1381
Dillon, MT 59725
Telephone: (307) 272-3224
E-mail: joel@beaconairgroup.com
E-mail: kevin@beaconairgroup.com

or to such other addresses as the parties may designate to each other in writing from time to time.

I. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assigns and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST:

BY _____
CITY CLERK

APPROVED AS TO FORM

BY _____
CITY ATTORNEY

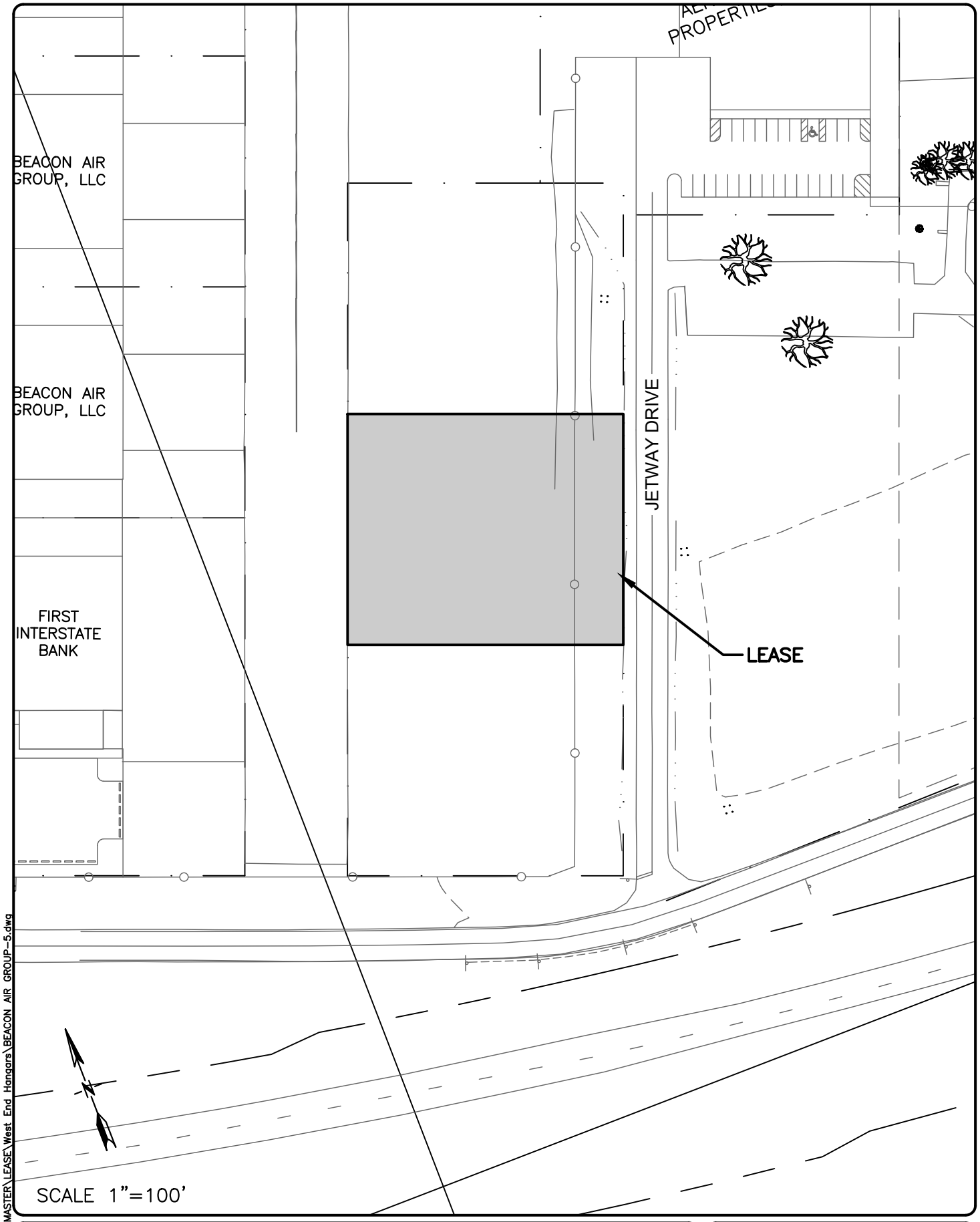
CITY OF BILLINGS

BY _____
MAYOR

BEACON AIR GROUP, LLC

BY _____
JOEL SIMMONS

BY _____
KEVIN BUTTON



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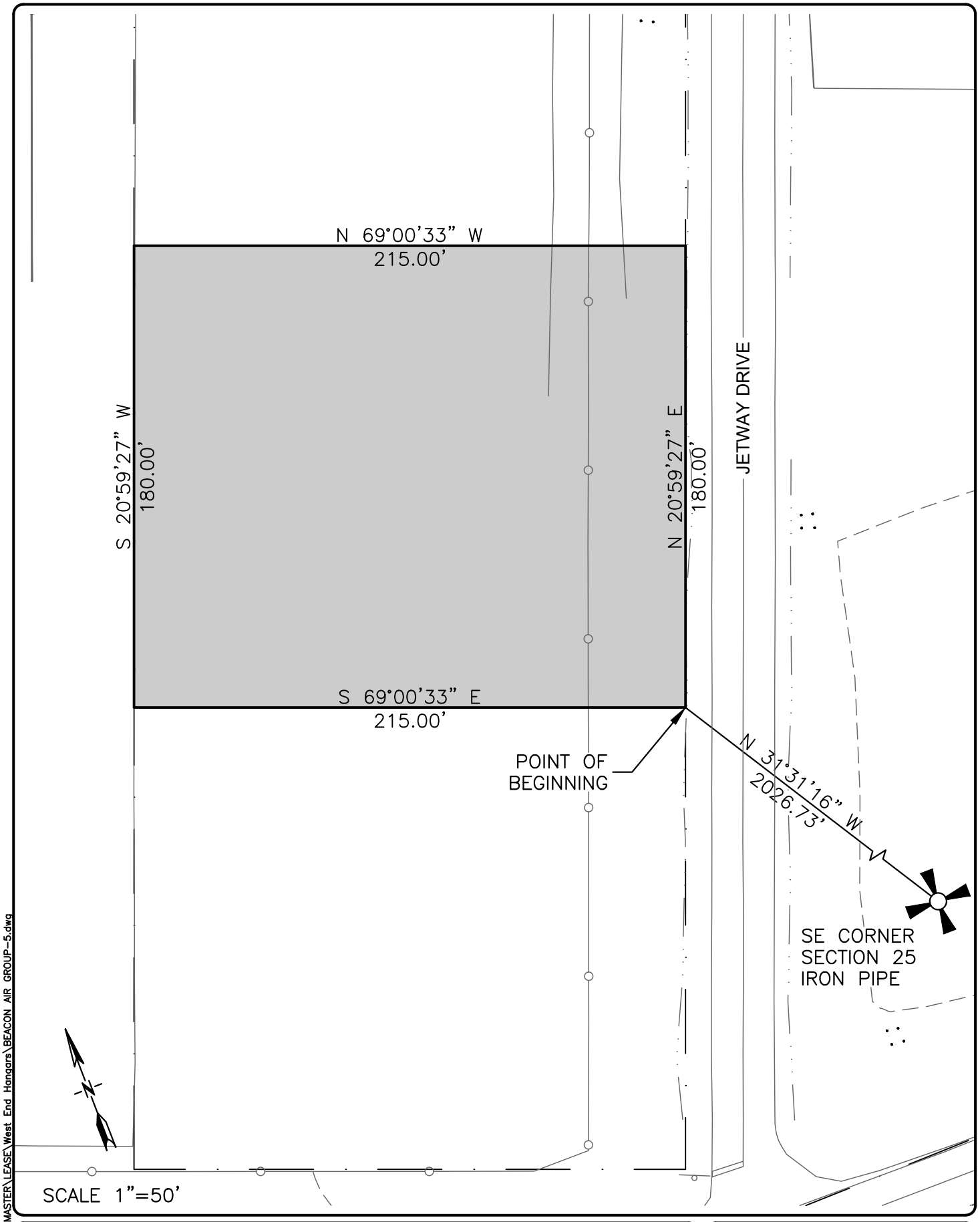
BEACON AIR GROUP, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: MARCH 2025



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BEACON AIR GROUP, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: MARCH 2025

DESCRIPTION

Main Parcel

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 31°31'16" W a distance of 2026.73 feet to the Point of Beginning; thence N 20°59'27" E a distance of 180.00 feet; thence N 69°00'33" W a distance of 215.00 feet; thence S 20°59'27" W a distance of 180.00 feet; thence S 69°00'33" E a distance of 215.00 feet to the Point of Beginning.

Said Parcel containing 38,700 square feet.

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BEACON AIR GROUP, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 3 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: MARCH 2025

EXHIBIT B

SPLICE PLATE & BOLT TABLE

Mark	Qty Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP1	4	4	2	A325	1.000	2.63	6"	5/8"	3'-11 7/8"
SP2	4	4	0	A325	0.750	2.38	6"	5/8"	2'-5 3/8"
SP3	4	4	2	A325	0.750	1.88	6"	3/8"	2'-11 3/4"

FLANGE BRACE TABLE
FRAME LINE 1

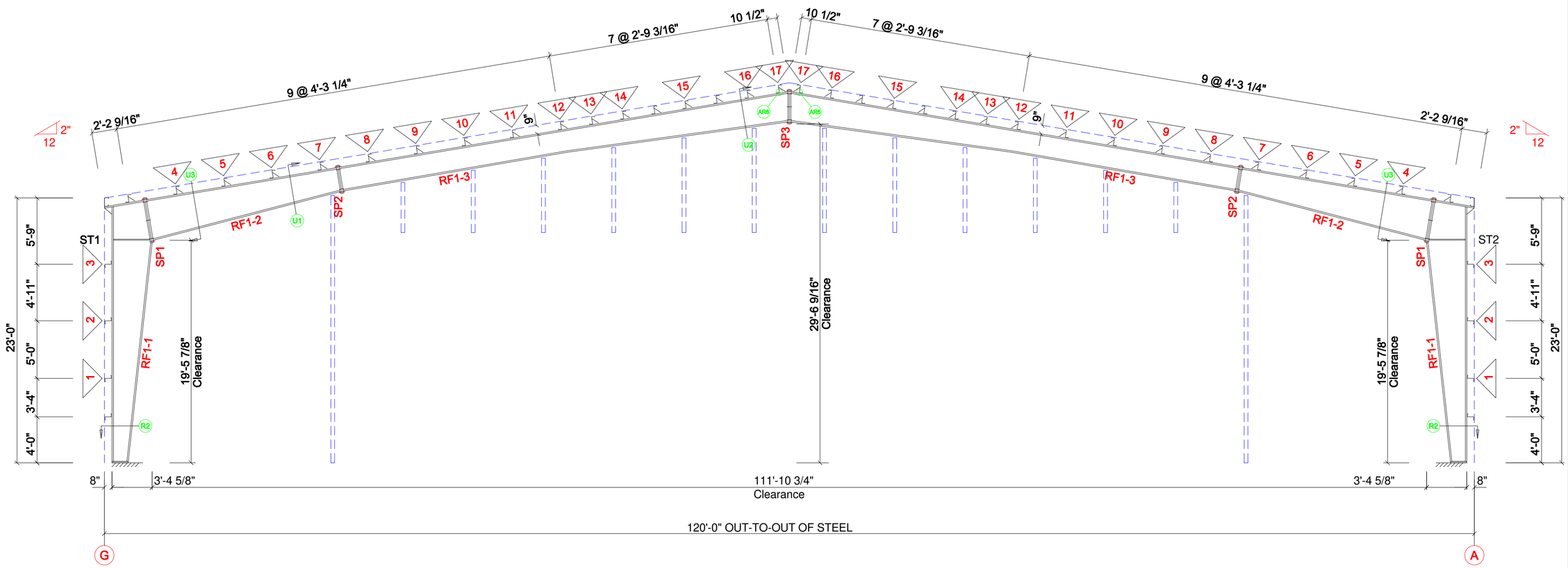
▽ ID	# SIDES	MARK	LENGTH	PART
1	1	FB10	2'-10 5/8"	L2x2x12G
2	1	FB19	3'-11 7/8"	L2x2x12G
3	1	FB24	4'-4 5/8"	L2x2x12G
4	1	FB23	4'-4 3/8"	L2x2x12G
5	1	FB21	4'-1 1/8"	L2x2x12G
6	1	FB15	3'-10 1/8"	L2x2x12G
7	1	FB9	2'-10 3/8"	L2x2x12G
8	1	FB6	2'-9 1/8"	L2x2x12G
9	1	FB5	2'-9"	L2x2x14G
10	1	FB4	2'-8 7/8"	L2x2x16G
11	1	FB3	2'-8 3/4"	L2x2x14G
12	1	FB2	2'-8 5/8"	L2x2x12G
13	1	FB7	2'-9 1/4"	L2x2x14G
14	1	FB8	2'-10"	L2x2x14G
15	1	FB11	2'-11 3/8"	L2x2x14G
16	1	FB14	3'-9 1/2"	L2x2x14G
17	1	FB16	3'-10 1/8"	L2x2x16G

STIFFENER TABLE

Mark	Stiff Mark	Plate Size Width	Thick	Length
RF1-1	ST1	2.500	0.188	39.26

MEMBER TABLE

Mark	Web Depth Start/End	Web Plate Thick	Length	Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
RF1-1	14.0/27.6	0.188	120.0	6 x 1/4" x 267.6	6 x 3/8" x 231.1
	27.6/40.0	0.250	153.1	6 x 1/4" x 41.5	
RF1-2	40.0/22.1	0.250	205.5	6 x 1/4" x 205.5	6 x 3/8" x 97.8 6 x 5/16" x 108.4
RF1-3	22.0/21.5	0.188	120.0	6 x 1/4" x 108.0	6 x 3/8" x 132.0
	21.5/21.0	0.135	120.0	6 x 3/8" x 264.0	6 x 1/4" x 108.0
	21.0/28.0	0.188	240.0	6 x 5/16" x 108.0	6 x 1/4" x 235.4



BUILDING CROSS SECTION: FRAME LINE 1

BUILDING SYSTEMS INC.

MBMA METAL BUILDING MANUFACTURERS ASSOCIATION MEMBER

IAS ACCREDITED Metal Building Systems AC 472

RIGID FRAME ELEVATION

Billings MT

REVISIONS

REV	DATE:	DESCRIPTION
1		
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4		
5		
6		

DESIGN: SB
DRAFT:
CHECK:
DATE: 1/29/25

JOB # 5012902

SHEET OF

REV 0

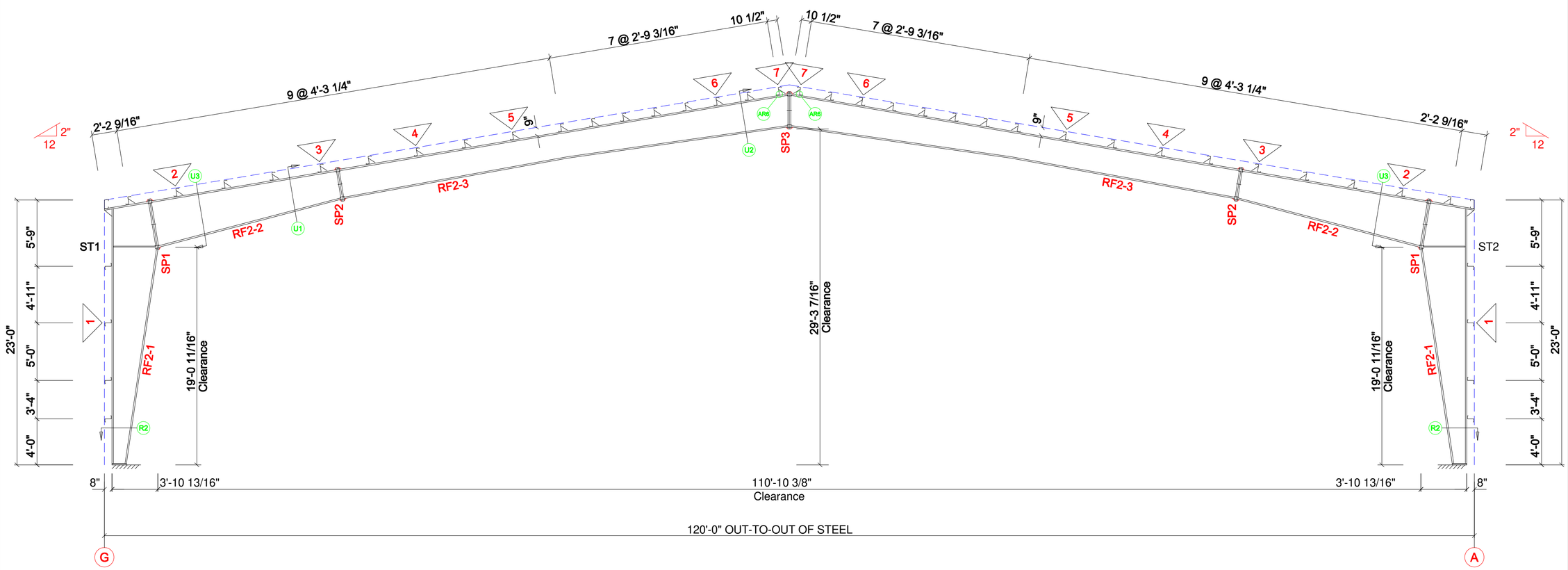
EXHIBIT B

SPLICE PLATE & BOLT TABLE									
Mark	Qty Top	Bot	Int	Type	Dia	Length	Width	Thick	Length
SP1	4	4	2	A325	1.250	3.88	8"	1"	4'-8"
SP2	4	4	2	A325	1.000	3.13	8"	3/4"	3'-0 1/8"
SP3	4	4	2	A325	0.750	2.13	6"	1/2"	3'-2 7/8"

FLANGE BRACE TABLE FRAME LINE 2 3 4 5				
▽ ID	# SIDES	MARK	LENGTH	PART
1	2	FB22	4'-2 1/2"	L2x2x12G
2	2	FB25	5'-5 3/8"	L2x2x12G
3	2	FB18	3'-11 1/8"	L2x2x12G
4	1	FB13	3'-9 1/2"	L2x2x12G
5	1	FB12	3'-0 3/8"	L2x2x12G
6	1	FB17	3'-11"	L2x2x14G
7	1	FB20	4'-0 1/8"	L2x2x14G

STIFFENER TABLE				
Mark	Stiff Mark	Plate Size Width	Thick	Length
RF2-1	ST1	4.000	0.313	45.09

MEMBER TABLE					
Mark	Web Depth Start/End	Web Plate Thick	Length	Outside Flange W x Thk x Length	Inside Flange W x Thk x Length
RF2-1	12.0/30.3	0.188	120.0	8 x 5/16" x 267.4	8 x 5/8" x 133.3
	30.3/46.0	0.313	153.7	8 x 5/16" x 46.5	8 x 1/2" x 92.5
RF2-2	46.0/38.9	0.313	79.4	8 x 5/16" x 199.4	8 x 1/2" x 200.1
	38.9/28.1	0.250	120.0		
RF2-3	28.0/25.0	0.188	240.0	6 x 5/16" x 108.0	6 x 3/4" x 132.0
	25.0/28.1	0.188	120.0	6 x 3/4" x 264.0	6 x 1/4" x 108.0
	28.1/31.0	0.250	120.0	6 x 1/2" x 108.0	6 x 1/4" x 234.9



BUILDING CROSS SECTION: FRAME LINE 2 3 4 5

BUILDING SYSTEMS INC.

MBMA METAL BUILDING MANUFACTURERS ASSOCIATION MEMBER

IAS ACCREDITED Metal Building Systems AC 472

RIGID FRAME ELEVATION

Billings MT

REVISIONS

REV	DATE:	DESCRIPTION
1		
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DESIGN: SB
DRAFT:
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DATE: 1/29/25

JOB # 5012902

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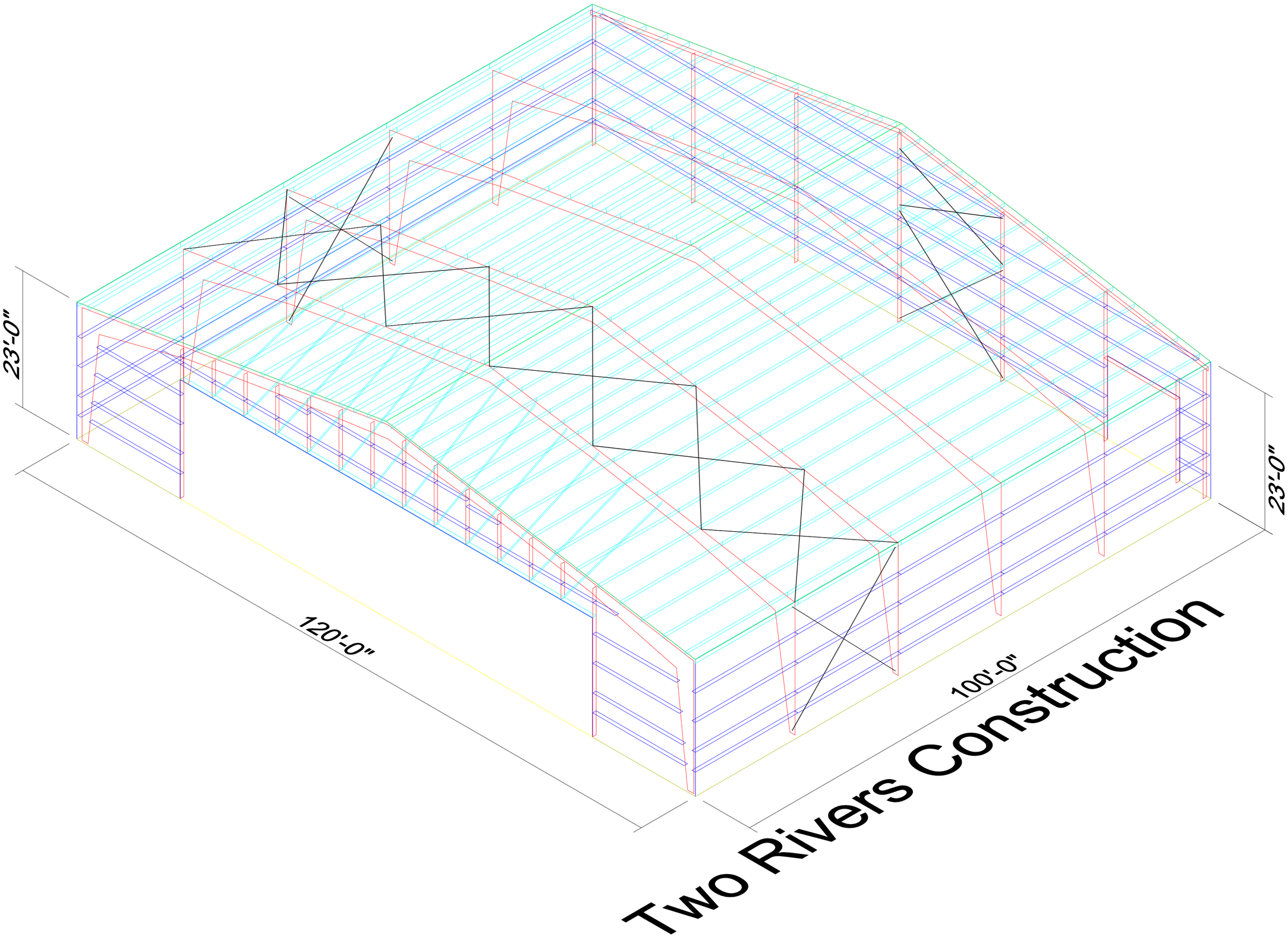
23'-0"
120'-0"
100'-0"
23'-0"
Two Rivers Construction

City Council Regular

Date:	03/24/2025
Title:	Approval of the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Update
Presented by:	Jeff Roach
Department:	Airport
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve and the Mayor sign the Billings Logan International Airport's updated ACDBE Program.

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

As a recipient of Federal Aviation Administration (FAA) grant funding, the Aviation Department is required to have an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program in place. An ACDBE is a for-profit small business concern that is at least 51 percent owned by one or more individuals who are classified by the Federal government as socially and economically disadvantaged. The ACDBE Program's intent is to provide a level playing field for ACDBE companies wanting to do business as a concession operator at the Airport. To become a certified ACDBE, the company must work with the State of Montana. The Aviation Department is required to submit an updated ACDBE Program (using an FAA approved format) approximately every three years. The ACDBE Program must be approved by the City Council and signed by the Mayor. The main objective of the Program is to establish goals for the various Airport concessions to use or do business with certified ACDBE companies.

ALTERNATIVES

City Council may:

- Approve the ACDBE Program update; or,
- Not Approve the ACDBE Program update, potentially jeopardizing or delaying future FAA grant funding.

FISCAL EFFECTS

As recipients of Federal funding, the Airport is required to have an ACDBE Program in place. Failure to submit this Program has the potential to jeopardize or delay award of the annual FAA Airport Improvement Program (AIP) grants. Typically, the AIP grants average approximately $3,000,000 annually, and sometimes are up to $6,000,000 or more on larger projects that qualify for the grant funding.

Attachments

BIL ACDBE Program
Attacjments 4 and 5 - FY25-27 ACDBE Goals

City of Billings

Billings Logan International Airport

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (ACDBE)

49 CFR PART 23

November 2024

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POLICY STATEMENT

Section 23.1, 23.23 Objectives/Policy Statement

The Billings Logan International Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR part 23. The Billings Logan International Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). The Billings Logan International Airport has signed airport grant assurances that it will comply with 49 CFR part 23.

It is the policy of the Billings Logan International Airport to ensure that ACDBEs as defined in part 23 have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions our airport(s);
6. To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

Marita Herold, Aviation and Transit Business Manager has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, Ms. Herold is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the Billings Logan International Airport in its financial assistance agreements with the Department of Transportation.

The Billings Logan International Airport has disseminated this policy statement to the City of Billings and all of the components of our organization. We have distributed this statement to ACDBE and non-ACDBE concessionaire communities in our area. The distribution was accomplished by posting to the airport’s website.

_____ _____

William A Cole, City of Billings, Mayor Date

GENERAL REQUIREMENTS

Section 23.1 Objectives

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

Section 23.3 Definitions

The Billings Logan International Airport will use terms in this program that have the meaning defined in Section 23.3 and part 26 Section 26.5 where applicable.

Section 23.5 Applicability

The Billings Logan International Airport is a non-hub primary airport, and the sponsor of federal airport funds authorized for airport development after January 1988 that was authorized under Title 49 of the United States Code.

Section 23.9 Non-discrimination Requirements

The Billings Logan International Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 23 on the basis of race, color, sex, or national origin.

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

The Billings Logan International Airport will include the following assurances in all concession agreements and management contracts it executes with any firm:

1) “This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.”

Section 23.11 Compliance and Enforcement

The Billings Logan International Airport acknowledges that the compliance and enforcement provisions of 49 CFR part 26 (§§ 26.101 and 26.105 through 26.109) apply to the concessions program under part 23 in the same way that they apply to FAA recipients and programs under part 26.

ACDBE PROGRAM

Section 23.21 ACDBE Program Updates

The Billings Logan International Airport is a non-hub primary airport and is required to have an ACDBE program.

Prior to implementing significant changes to this ACDBE program, the Billings Logan International Airport will provide the amended program to FAA for review and approval.

Section 23.23 Administrative Provisions

Policy Statement: The Billings Logan International Airport is committed to operating its ACDBE program in a nondiscriminatory manner. The Policy Statement is elaborated on the first page of this program.

The Billings Logan International Airport will thoroughly investigate, on an annual basis, the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and make reasonable efforts to use these institutions. The Billings Logan International Airport will also encourage prime concessionaires to use such institutions.

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

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

Eagle Bank
80 Heritage Lane
Polson, MT 59860
406.883.2940

ACDBE Liaison Officer (ACDBELO): We have designated the following individual as our ACDBELO:

Marita Herold
Aviation and Transit Business Manager
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings Montana, 59105
406-237-6284
heroldm@billingsmt.gov

In that capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that the Billings Logan International Airport complies with all provision of 49 CFR part 23. The ACDBELO has direct, independent access to the Director of Aviation and Transit concerning ACDBE program matters. An organizational chart displaying the ACDBELO's position in the organization is found in Attachment 1 to this program.

The ACDBELO is responsible for developing, implementing, and monitoring the ACDBE program, in coordination with other appropriate officials. The ACDBELO has their

consultant airport engineer to assist in the administration of the program. The duties and responsibilities include the following:

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

Directory: Montana Unified Certification Program (UCP) maintains a directory identifying all firms eligible to participate as DBEs and ACDBEs. The Directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as an ACDBE. The Directory clearly specifies whether a firm is certified as a DBE for purposes of part 26, an ACDBE for purposes of part 23, or both.

Section 23.25 Ensuring Nondiscriminatory Participation of ACDBEs

The Billings Logan International Airport will not use set-asides or quotas as a means of obtaining ACDBE participation.

The Billings Logan International Airport will seek ACDBE participation in all types of concession activities.

The Billings Logan International Airport will maximize the use of race-neutral measures, obtaining as much as possible of the ACDBE participation needed to meet overall goals through such measures. The Billings Logan International Airport will take the following measures to ensure nondiscriminatory participation of ACDBEs in concessions, and other covered activities (23.25(a)):

Race-neutral measures may include but are not limited to:

1) Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under this part;
2) Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3) When practical, structuring concession activities to encourage and facilitate the participation of ACDBEs;

4) Providing technical assistance to ACDBEs in overcoming limitations, such as inability to obtain bonding or financing;
5) Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the recipient's ACDBE program will affect the procurement process;
6) Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; and
7) Establishing a business development program (see part 2 § 26.35); technical assistance programs; or taking other steps to foster ACDBE participation in concessions.

The Billings Logan International Airport will also provide for the use of race-conscious measures when race-neutral measures, standing alone, are not projected to be sufficient to meet an overall goal. The following are examples of race-conscious measures we will implement, as needed:

1. Establishing concession-specific goals for particular concession opportunities.
    a. In setting concession-specific goals for concession opportunities other than car rental, the Billings Logan International Airport will explore, to the maximum extent practicable, all available options to set goals that concessionaires can meet through direct ownership arrangements. A concession-specific goal for any concession other than car rental may be based on purchases or leases of goods and services only when the analysis of the relative availability of ACDBEs and all relevant evidence reasonably supports that there is *de minimis* availability for direct ownership arrangement participation for that concession opportunity.
    b. In setting car rental concession-specific goals, the Billings Logan International Airport will not require a car rental company to change its corporate structure to provide for participation via direct ownership arrangement. When the overall goal for car rental concessions is based on purchases or leases of goods and services, the Billings Logan International Airport is not required to explore options for direct ownership arrangements prior to setting a car rental concession-specific goal based on purchases or leases of goods and services.
    c. If the objective of the concession-specific goal is to obtain ACDBE participation through a direct ownership arrangement with an ACDBE, the Billings Logan International Airport will calculate the goal as a percentage of the total estimated annual gross receipts from the concession.
    d. If the goal applies to purchases or leases of goods and services from ACDBEs, The Billings Logan International Airport will calculate the goal as a percentage of the total estimated dollar value of all purchases to be made by the concessionaire.
    e. When a concession-specific goal is set, the Billings Logan International Airport will require competitors to make good faith efforts to meet this goal. A competitor may do so either by obtaining enough ACDBE

participation to meet the goal or by documenting that it made sufficient good faith efforts to do so.

f. The administrative procedures applicable to contract goals in part 26, § § 26.51 through 26.53. apply with respect to concession-specific goals.
g. In setting car rental concession-specific goals, the Billings Logan International Airport will not require a car rental company to change its corporate structure to provide for participation via direct ownership arrangement. When the overall goal for car rental concessions is based on purchases or leases of goods and services, the Billings Logan International Airport is not required to explore options for direct ownership arrangements prior to setting a car rental concession-specific goal based on purchases or leases of goods and services.
h. If the objective of the concession-specific goal is to obtain ACDBE participation through a direct ownership arrangement with an ACDBE, the Billings Logan International Airport will calculate the goal as a percentage of the total estimated annual gross receipts from the concession.
i. If the goal applies to purchases or leases of goods and services from ACDBEs, the Billings Logan International Airport will calculate the goal as a percentage of the total estimated dollar value of all purchases to be made by the concessionaire.
j. When a concession-specific goal is set, the Billings Logan International Airport will require competitors to make good faith efforts to meet this goal. A competitor may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so.
k. The administrative procedures applicable to contract goals in part 26, § § 26.51 through 26.53. apply with respect to concession-specific goals.

2. Negotiate with a potential concessionaire to include ACDBE participation, through direct ownership arrangements or measures, in the operation of the non-car rental concessions.
3. With the prior approval of FAA, other methods that take a competitor’s ability to provide ACDBE participation into account in awarding a concession.

The Billings Logan International Airport requires businesses subject to car rental and non-car rental ACDBE goals at the airport to make good faith efforts to meet goals set pursuant to this section.

Section 23.26 Fostering Small Business Participation

The Billings Logan International Airport has created a small business element to provide for the structuring of concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of concession opportunities that may preclude small business participation in solicitations.

The small business element is incorporated as Attachment 11 to this ACDBE Program. The program elements will be actively implemented to foster small business participation. The Billings Logan International Airport acknowledges that active use of

the small business element is a requirement of the good faith implementation of this ACDBE program.

The Billings Logan International Airport will submit an annual report on small business participation obtained through the use of this small business element. The report must be submitted in the format acceptable to the FAA based on a schedule established and posted to the agency's website, available at https://www.faa.gov/about/office_offices/acr/bus_ent_program.

Section 23.27 Reporting

The Billings Logan International Airport will retain sufficient basic information about our ACDBE program implementation, ACDBE certification and the award and performance of agreements and contracts to enable the FAA to determine our compliance with part 23. This data will be retained for a minimum of 3 years following the end of the concession agreement or other covered contract.

The Billings Logan International Airport will submit an annual report on ACDBE participation to the FAA by March 1 following the end of each fiscal year. This report will be submitted in the format acceptable to the FAA and contain all of the information described in the Uniform Report of ACDBE Participation.

The Billings Logan International Airport will create and maintain active participants list information and enter it into a system designated by the FAA. The Billings Logan International Airport will collect the following information about ACDBE and non-ACDBEs who seek to work on each of our concession opportunities.

a. Firm name;
b. Firm address including ZIP code;
c. Firm status as an ACDBE or non-ACDBE;
d. Race and gender information for the firm's majority owner;
e. NAICS code applicable to the concession contract in which the firm is seeking to perform;
f. Age of the firm; and
g. The annual gross receipts of the firm.

The Billings Logan International Airport will collect the data from all active participants for concession opportunities by requiring the information to be submitted with their proposals or initial responses to negotiated procurements. The Billings Logan International Airport will enter this data in FAA's designated system no later than March 1 following the fiscal year in which the relevant concession opportunity was awarded.

The state department of transportation in each Unified Certification Program (UCP) established pursuant to 49 CFR § 26.81 must report certain information from the UCP directory to DOT's Departmental Office of Civil Rights each year The Billings Logan International Airport, if a certifying member of the state UCP, ensures the collection and reporting of the following information in the UCP directory:

1) The number and percentage of in-state and out-of-state ACDBE certifications for socially and economically disadvantaged by gender and ethnicity (Black American, Asian-Pacific American, Native American, Hispanic American, Subcontinent-Asian Americans, and non-minority);

2) The number of ACDBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible;
3) The number of decertified firms;
    i) Total in-state and out-of-state firms decertified;
    ii) Names of in-state and out-of-state firms decertified because SEDO exceeded the personal net worth cap;
    iii) Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.
4) Number of in-state and out-of-state ACDBEs summarily suspended;
5) Number of in-state and out-of-state ACDBE applications received for an individualized determination of social and economic disadvantage status; and
6) Number of in-state and out-of-state ACDBEs whose owner(s) made an individualized showing of social and economic disadvantaged status.

Section 23.29 Compliance and Enforcement Procedures

The Billings Logan International Airport will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR part 23.

1. The Billings Logan International Airport 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 49 CFR § 26.107.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. We have listed the regulations, provisions, and contract remedies available to us in the events of non-compliance with the ACDBE regulation by a participant in our procurement activities (See Attachment 3).

CERTIFICATION AND ELIGIBILITY

Section 23.31 Certification Standards and Procedures

The Billings Logan International Airport is a non-certifying member of the Montana Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. Montana UCP will use the certification standards of Subpart C of Part 23 to determine the eligibility of firms to participate as ACDBEs in airport concessions contracts. To be certified as an ACDBE, a firm must meet all certification eligibility standards. Certifying Montana UCP members make all certification decisions based on the facts as a whole.

The Montana UCP directory of eligible ACDBEs specifies whether a firm is certified as a DBE for purposes of part 26, an ACDBE for purposes of part 23, or both.

For information about the certification process or to apply for certification, firms should contact:

Maggie Metzger
DBE/SBE Program Specialist
Montana Department of Transportation, Civil Rights Bureau
P.O. Box 201001, Helena, MT 59620-1001
406-444-6337
406-444-7243
mmetzger@mt.gov

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply. UCP forms for State of Montana can be found here http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml

Section 23.33 Business Size Standards

In general, a firm will be considered as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous five (5) fiscal years, do not exceed $56.42 million. The following special exceptions apply to the general small business size limit:

1. The limit for passenger car rental companies is $75.23 million, averaged over the firm's previous five (5) fiscal years.
2. The size standard for banks and other financial institutions is $1 billion in assets.
3. The size standard for pay telephone companies is 1500 employees.
4. The size standard for new car dealers is 350 employees.

For size purposes, gross receipts (as defined in 13 CFR 121.104(a)) of affiliates are included in a manner consistent with 13 CFR 121.104(d), except in the context of joint ventures. For gross receipts attributable to joint venture partners, a firm must include in its gross receipts its proportionate share of joint venture receipts, unless the proportionate share already is accounted for in receipts reflecting transactions between the firm and its joint ventures (*e.g.,* subcontracts from a joint venture entity to joint venture partners).

Section 23.35 Personal Net Worth Limits

The personal net worth standard used in determining eligibility for purposes of part 23 is posted online on the Departmental Office of Civil Rights' webpage, available at https://www.transportation.gov/DBEPNW. Any individual who has a PNW exceeding this amount is not a socially and economically disadvantaged individual for purposes of this part, even if the individual is a member of a group otherwise presumed to be disadvantaged.

Section 23.37 Firms Certified as DBEs

Certifying members of Montana UCP will presume that a firm that is certified as a DBE under part 26 is eligible to participate as an ACDBE. However, before certifying such a firm, certifying Montana UCP members will ensure that the disadvantaged owners of a

DBE certified under part 26 are able to control the firm with respect to its activity in the concessions program.

Section 23.39 Other ACDBE Certification Requirements

The provisions of § 26.83(c)(1) of 49 CFR part 26 do not apply to ACDBE certifications. Instead, in determining whether a firm is an eligible ACDBE, Certifying Montana UCP members will take the following steps:

1) Visit the firm's principal place of business, virtually or in person, and interview the SEDO, officers, and key personnel. Certifying Montana UCP members will review those persons' résumés and/or work histories and maintain a complete audio recording of the interviews. Certifiers will also visit one or more active job sites (if there is one). These activities comprise the “on-site review” (OSR), a written report of which the certifying Montana UCP member will keep in its files.
2) Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, articles of incorporation/organization; corporate by-laws or operating agreements; organizational, annual and board/member meeting records; stock ledgers and certificates; and State-issued certificates of good standing;
3) Analyze the bonding and financial capacity of the firm; lease and loan agreements; and bank account signature cards;
4) Determine the work history of the firm, including any concession contracts or other contracts it may have received; and payroll records;
5) Obtain or compile a list of the licenses of the firm and its key personnel to perform the concession contracts or other contracts it wishes to receive;
6) Obtain a statement from the firm of the type(s) of concession(s) it prefers to operate or the type(s) of other contract(s) it prefers to perform;
7) Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last 5 years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service; and
8) Require applicants for ACDBE certification to complete and submit an appropriate application form, except as otherwise provided in § 26.85 of part 26.

In reviewing the Declaration of Eligibility required by § 26.83(j), Certifying Montana UCP members will ensure that the ACDBE applicant provides documentation that it meets the applicable size standard in § 23.33.

For purposes of this part, the term prime contractor in § 26.87(j) includes a firm holding a contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with a recipient.

With respect to firms owned by Alaska Native Corporations (ANCs), the provisions of § 26.63(c)(2) do not apply. The eligibility of ANC-owned firms for purposes of this part is governed by § 26.63(c)(1).

Certifying Montana UCP members will use the Uniform Certification Application found in part 26 of this chapter without change. If Montana UCP seeks to supplement the form

by requesting specified additional information consistent with part 23 and part 26, the Montana UCP will first seek written approval of the concerned Operating Administration.

Certifying Montana UCP members will require every applicant to clearly state that it is applying for certification as an ACDBE and complete all of section 5.

Car rental companies and private terminal owners or lessees are not authorized to certify firms as ACDBEs.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 23.41 Overall Goals

The Billings Logan International Airport will establish two separate overall ACDBE goals: one for car rentals and another for concessions other than car rentals. The overall goals will cover a three-year period, and the sponsor will review the goals annually to make sure the goal continues to fit the sponsor's circumstances. The Billings Logan International Airport will submit any significant overall goal adjustments to the FAA.

If the average annual concession revenues for car rentals over the preceding three (3) years do not exceed $200,000, the Billings Logan International Airport is not required to develop and submit an overall goal for car rentals. Likewise, if the average annual concession revenues for concessions other than car rentals over the preceding three (3) years do not exceed $200,000, the Billings Logan International Airport is not required to develop and submit an overall goal for concessions other than car rentals. The Billings Logan International Airport understands that "revenue" means total revenue generated by concessions, not the revenue received by the airport from concessions agreements.

The Billings Logan International Airport overall goals will provide for participation by all certified ACDBEs and will not be subdivided into group-specific goals.

Section 23.43 Consultation in Goal Setting

The Billings Logan International Airport consults with stakeholders before submitting the overall goals to the FAA. Stakeholders will include, but not be limited to, minority and women's business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the sponsors efforts to increase participation of ACDBEs.

When submitting our overall goals, we will identify the stakeholders that we consulted with and provide a summary of the information obtained from the stakeholders.

The requirements of this section do not apply if no new concession opportunities will become available during the goal period. However, the Billings Logan International Airport will take appropriate outreach steps to encourage available ACDBEs to participate as concessionaires whenever there is a concession opportunity.

Section 23.45 Overall Goals

Overall goals will be submitted to the FAA for approval. The overall goals meeting the requirements of this subpart are due based on a schedule established by the FAA and posted on the FAA's website.

The goals must be submitted every three years based on the published schedule.

If a new concession opportunity arises at a time that falls between the normal submission dates above and the estimated average of annual gross revenues are anticipated to be $200,000 or greater, the sponsor will submit an appropriate adjustment to our overall goal to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity.

The Billings Logan International Airport will establish overall goals in accordance with the 2-Step process as specified in § 23.51. After determining the total gross receipts for the concession activity, the first step is to determine the relative availability of ACDBEs in the market area, "base figure". The second step is to examine all relevant evidence reasonably available in the sponsor's jurisdiction to determine if an adjustment to the Step 1 "base figure" is necessary so that the goal reflects as accurately as possible the ACDBE participation the sponsor would expect in the absence of discrimination. Evidence may include, but is not limited to past participation by ACDBEs, a disparity study, evidence from related fields that affect ACDBE opportunities to form, grow, and compete (such as statistical disparities in ability to get required financing, bonding, insurance; or data on employment, self-employment, education, training, and union apprenticeship).

The Billings Logan International Airport will also include a projection of the portions of the overall goal expected to be met through race-neutral and race-conscious measures, respectively.

If the FAA determines that the Billings Logan International Airport goals have not been correctly calculated or the justification is inadequate, the FAA may, after consulting with us, adjust the overall goal or race-conscious/race-neutral "split." In such a case, the adjusted goal is binding on the Billings Logan International Airport.

Section 23.53 Counting ACDBE Participation for Car Rental Goals

The Billings Logan International Airport will count ACDBE participation toward overall goals other than car rental as provided in 49 CFR § 23.53.

When an ACDBE is decertified because one or more of its disadvantaged owners exceed the PNW cap or the firm exceeds the business size standards of part 23 during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement. However, the Billings Logan International Airport will verify that the firm in all other respects remains an eligible ACDBE. To accomplish this verification, the Billings Logan International Airport will require the firm to provide, annually on December 1, a Declaration of Eligibility, affirming that there have been no changes in the firm's circumstances affecting its ability to meet ownership or control requirements of subpart C of part 23 or any other material changes, other than changes regarding the firm's business size or the owner's personal net worth. The Billings Logan International

Airport will not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification (*e.g.,* in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).

Firms are required to inform the Billings Logan International Airport in writing of any change in circumstances affecting their ability to meet ownership or control requirements of subpart C of this part or any material change. Reporting must be made as provided in § 26.83(i) of this chapter.

Section 23.55 Counting ACDBE participation for Concessions Other than Car Rentals

The Billings Logan International Airport will count ACDBE participation toward overall goals other than car rental as provided in 49 CFR § 23.55.

When an ACDBE is decertified because one or more of its disadvantaged owners exceed the PNW cap or the firm exceeds the business size standards of part 23 during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement. However, the Billings Logan International Airport will verify that the firm in all other respects remains an eligible ACDBE. To accomplish this verification, the Billings Logan International Airport will require the firm to provide, annually on December 1, a Declaration of Eligibility, affirming that there have been no changes in the firm's circumstances affecting its ability to meet ownership or control requirements of subpart C of part 23 or any other material changes, other than changes regarding the firm's business size or the owner's personal net worth. The Billings Logan International Airport will not count the former ACDBE's participation toward ACDBE goals beyond the termination date for the agreement in effect at the time of the decertification (*e.g.,* in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).

Firms are required to inform the Billings Logan International Airport in writing of any change in circumstances affecting their ability to meet ownership or control requirements of subpart C of this part or any material change. Reporting must be made as provided in § 26.83(i) of this chapter.

Section 23.57 Goal shortfall accountability.

If the awards and commitments on the Uniform Report of ACDBE participation at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will:

- Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- Establish specific steps and milestones to correct the problems we have identified in our analysis to enable us to fully meet our goal for the new fiscal year;
- As an airport not meeting the criteria of paragraph (b)(3)(i) of this section, we will retain analysis and corrective actions in our records for three years and make it available to the FAA, on request, for their review.

FAA may impose conditions as part of its approval of the Billings Logan International Airport analysis and corrective actions including, but not limited to, modifications to our overall goal methodology, changes in our race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.

The Billings Logan International Airport may be regarded as being in noncompliance with this part, and therefore subject to the remedies in § 23.11 of this part and other applicable regulations, for failing to implement our ACDBE program in good faith if any of the following things occur:

- The Billings Logan International Airport does not submit the analysis and corrective actions to FAA in a timely manner as required under paragraph (b)(3) of § 23.57;
- FAA disapproves the analysis or corrective actions; or
- The Billings Logan International Airport does not fully implement:
    a. The corrective actions to which we have committed, or
    b. Conditions that FAA has imposed following review of our analysis and corrective actions.
    c. If information coming to the attention of FAA demonstrates that current trends make it unlikely that we, as an airport, will achieve ACDBE awards and commitments that would be necessary to allow us to meet our overall goal at the end of the fiscal year, FAA may require us to make further good faith efforts, such as modifying our race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.

Section 23.61 Quotas or Set-asides

We will not use quotas or set-asides as a means of obtaining ACDBE participation.

OTHER PROVISIONS

Section 23.71 Existing Agreements

If permitted by the existing agreement, the Billings Logan International Airport will use any means authorized by part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

Section 23.73 Privately-Owned or Leased Terminal Buildings

The Billings Logan International Airport will pass through applicable provisions of part 23 to any private terminal owner or lessee via our agreement with the owner or lessee We will ensure that the owner or lessee complies with part 23. We will obtain from the owner or lessee the goals and other elements of the ACDBE program required under part 23.

Section 23.75 Long-Term Exclusive Agreements

The Billings Logan International Airport will not enter into a long-term and exclusive agreements for concessions without prior approval of the FAA Regional Civil Rights Office. We understand that a “long-term” agreement is one having a term of more than

10 years, including any combination of base term and options or holdovers to extend the term of the agreement, if the effect is a term of more than ten years. We understand that an exclusive agreement is one having a type of business activity that is conducted solely by a single business entity on the entire airport, irrespective of ACDBE participation.

The Billings Logan International Airport may enter into a long-term, exclusive concession agreement only under the following conditions:

1) Special local circumstances exist that make it important to enter such agreement; and
2) FAA approves the Billings Logan International Airport plan for meeting the standards of paragraph (c) of § 23.75.

To obtain FAA approval of a long-term exclusive concession agreement, the Billings Logan International Airport will submit the following information to the FAA. The items in paragraphs (1) through (3) below will be submitted at least 60 days before the solicitation is released and items in paragraphs (4) through (7) will be submitted at least 45 days before contract award:

1) A description of the special local circumstances that warrant a long-term, exclusive agreement;
2) A copy of the solicitation;
3) ACDBE contract goal analysis developed in accordance with this part;
4) Documentation that ACDBE participants are certified in the appropriate NAICS code in order for the participation to count towards ACDBE goals;
5) A general description of the type of business or businesses to be operated by the ACDBE, including location and concept of the ACDBE operation;
6) Information on the investment required on the part of the ACDBE and any unusual management or financial arrangements between the prime concessionaire and ACDBE, if applicable;
7) Final long-term exclusive concession agreement, subleasing or other agreements;
    a) In order to obtain FAA approval of a long-term exclusive concession agreement that has been awarded through direct negotiations, the Billings Logan International Airport will submit the items in paragraphs (1) and (3) through (7) of this section at least 45 days before contract award;
    b) In order to obtain FAA approval of an exclusive concession agreement that becomes long-term as a result of a holdover tenancy, the Billings Logan International Airport will submit to the responsible FAA regional office a holdover plan for FAA approval at least 60 days prior to the expiration of the current lease term. The holdover plan shall include the following information:
        i. A description of the special local circumstances that warrant the holdover;
        ii. Anticipated date for renewal or re-bidding of the agreement;
        iii. The method to be applied for renewal or re-bidding of the agreement;
        iv. Submission of all items required under (3), (4), (6), and (7) of this section for the agreement in holdover status or an explanation as to why the item is not available or cannot be submitted.

Section 23.77 Preemption of Local Requirements

In the event that a State or local law, regulation, or policy differs from the requirements of this part, the Billings Logan International Airport will, as a condition of remaining eligible to receive Federal financial assistance from the DOT, take such steps as may be necessary to comply with the requirements of 49 CFR part 23. However, nothing in part 23 preempts any State or local law, regulation, or policy enacted by the governing body of the Billings Logan International Airport or the authority of any State or local government or recipient to adopt or enforce any law, regulation, or policy relating to ACDBEs, as long as the law, regulation, or policy does not conflict with part 23.

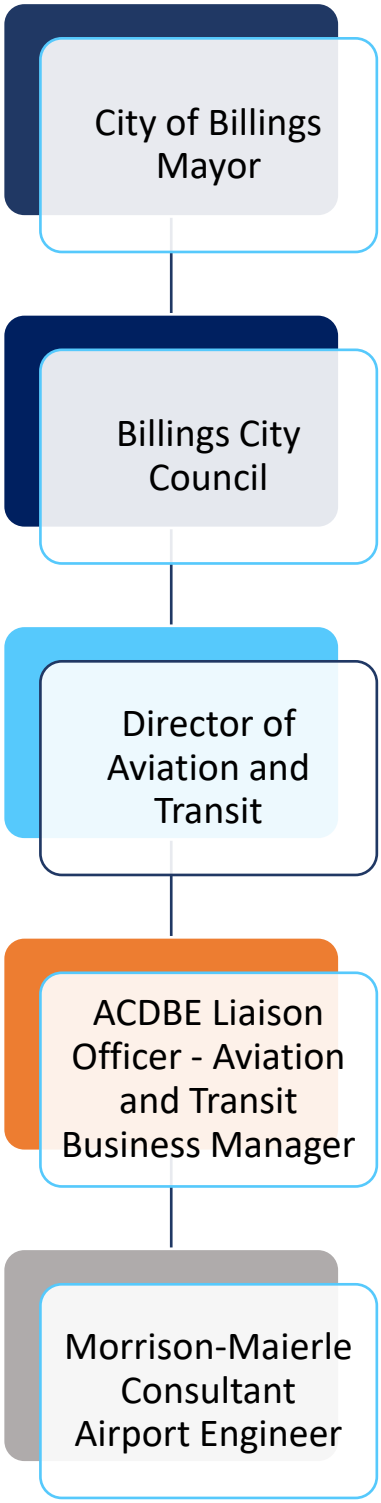
Section 23.79 Geographic Preferences

The Billings Logan International Airport will not use a local geographic preference. For purposes of this section, a local geographic preference is any requirement that gives a concessionaire located in one place (e.g., City of Billings) an advantage over concessionaires from other places in obtaining business as, or with, a concession at our airport(s).

ATTACHMENTS

Attachment 1 Organizational Chart
Attachment 2 DBE/ACDBE Directory
Attachment 3 Active Participants List Collection Form
Attachment 4 Monitoring and Enforcement Mechanisms
Attachment 5 Overall Goal Methodology – Concessions Other Than Car Rental
Attachment 6 Overall Goal Methodology – Car Rental
Attachment 7 Form 1 & 2 for Demonstration of Good Faith Efforts
Attachment 8 Certification Application Forms
Attachment 9 State's UCP Agreement
Attachment 10 Regulations: 49 CFR part 23
Attachment 11 Race-Neutral Small Business Element

Attachment 1 – Organizational Chart



Attachment 2 – Montana Directory of Certified DBE/ACDBE Firms

https://app.mdt.mt.gov/ess-dbe/

Attachment 3 – Active Participants List Collection Form

Note: § 23.27 requires Recipients to collect active participants list information from all firms that have participated or attempted to participate in airport concession activities and submitted proposals or initial responses to negotiated procurements, and to enter it into USDOT's designated system. The data must be collected for all firms who sought to participate in the opportunity (successfully or not).

If you use an electronic system to collect this information, you may include a screenshot or other example showing how the system collects all the required data.

If you need to see an example of an active participants list data collection form, you can find one in the AC/DBE Doc Vault at https://faa.civilrightsconnect.com. For quick reference, the following are the required items to collect for active participants list reporting:

- Firm name
- Firm Address including ZIP code
- Firm's status as an ACDBE or non-ACDBE
- Race and gender information for the firm's majority owner
    - Use only the race/ethnicity classifications from 49 CFR part 26:
        - Black American
        - Hispanic American
        - Native American
        - Asian Pacific American
        - Subcontinent Asian American
        - Other
- NAICS code applicable to the concession contract in which the firm is seeking to perform
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than $1 million; $1-3 million; $3-6 million; $6-10 million, etc.) rather than requesting an exact figure from the firm.

Attachment 4 – Sample Monitoring and Enforcement Mechanisms

The Billings Logan International Airport has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract
2. Breach of contract action, pursuant to Montana Code Annotated, MT Code § 27-1-311.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:

1) Suspension or debarment proceedings pursuant to 49 CFR Part 26
2) Enforcement action pursuant to 49 CFR Part 31
3) Prosecution pursuant to 18 USC 1001.

The Billings Logan International Airport will implement various mechanisms to monitor program participants to ensure they comply with part 23, including, but not limited to the following:

1. We will insert the following provisions into concessions agreements and management contracts:

   "Concessionaires shall comply with the Airport's ACDBE Program."

Attachment 5 – Goal Methodology - Concessions Other Than Car Rental

Billings Logan International Airport to submit to Civil Rights Connect as a separate document

Attachment 6 – Goal Methodology – Car Rental

Billings Logan International Airport to submit to Civil Rights Connect as a separate document

Attachment 7 – Demonstration of Good Faith Efforts

Forms 1 and 2

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/respondent has satisfied the ACDBE requirements of the concession **[*bid/RFP/RLI*]** in the following manner:

□ Bidder/respondent has met the ACDBE goal
The bidder/offeror is committed to a minimum of ____ % ACDBE participation in this opportunity.

□ Bidder/respondent has not met the ACDBE goal
The bidder/respondent is committed to a minimum of ____% ACDBE participation in this opportunity and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/respondent's firm: _____

Bidder/Respondent Representative:

_____
Name & Title

_____ _____
Signature Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/respondent's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of ACDBE firm: _____

Name & title of ACDBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Role to be performed by ACDBE firm:

Description of Work	*NAICS*	*Projected Dollar Amount / %*	*Joint Venture/Subtenant/ Supplier**

**For suppliers only, state how the ACDBE will perform (e.g., regular dealer, manufacturer, broker). Count only fees and commissions if the supplier performs as a broker.*

The undersigned bidder/respondent is committed to utilizing the above-named ACDBE firm for the work described above. The total expected dollar value of this work is $ _____. The bidder/respondent understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into an agreement ACDBE firm identified above that reflects the type and amount of participation listed. Bidder/respondent understands that upon submitting this form, it may not substitute or terminate the ACDBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____ Date: _____
Signature of Bidder/Respondent's Authorized Representative

The undersigned ACDBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for ACDBE participation therefore.

_____ Date: _____
Signature of ACDBE's Authorized Representative

If the bidder/respondent does not receive award of the prime concession opportunity, all representations in this Letter of Intent shall be null and void.

Submit this page for each ACDBE participant.

Attachment 8 – ACDBE Certification Application Form

https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply

Or

Contact the Montana Department of Transportation for DBE Certification Application forms at the following website:
https://www.mdt.mt.gov/business/contracting/civil/dbe-interested.shtml

Attachment 9 – State's UCP Agreement

Montana UCP Agreement can be found here:

https://www.mdt.mt.gov/other/webdata/external/civilrights/dbe/ucp-approval.pdf

Attachment 10 – Regulations: 49 CFR part 23

ACDBE program regulations are found in Title 49 of the Code of Federal Regulations, part 23. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

https://www.ecfr.gov/current/title-49/subtitle-A/part-23

Attachment 11 – Small Business Element

The following is the small business element at the Billings Logan International Airport hereinafter (the "Airport")

1. Objective/Strategies

(1) Establish a race-neutral small business set-aside for certain concession opportunities. The airport will document the rationale for selecting small business set-aside concession opportunities which may include consideration of size and availability of small businesses to operate the concession.

(2) Consider the concession opportunities available through all types of concession models.

(3) Identify alternative concession contracting approaches to facilitate the ability of small businesses, including ACDBEs, to compete for and obtain direct leasing opportunities.

2. Definition

In determining whether a firm is eligible to compete as a small business, The city defines a small business as any business whole annual gross income averaged over the past three (3) years does not exceed the Small Business Administration's (SBA) size standards as set forth in 13 CFR, Part 121. A size standard is the largest that a firm can be and still qualify as a small business. All businesses meeting the income criteria outlined will be considered small business, without regard to race or gender.

3. Verification

The Airport will accept the following certifications for participation in this small business element of the ACDBE Program with applicable stipulations:

- A DBE Certification by the MDT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the MDT Office of Civil Rights.
- SBA 8(a) Business Development Certification (as described in CFR parts 121 and 124).

4. Monitoring/Record Keeping

- The Airport will track and monitor participation by ACDBEs and other small businesses that results from the implementation of this small business element. Participation will be reported annually as part of the Uniform Report of ACDBE Participation.

5. Assurances

- This small business element is authorized and is not prohibited under State law;
- Certified ACDBEs that meet the size criteria established under this element are presumptively eligible to participate in this element;

- There are no geographic preferences or limitations imposed on any concession opportunities included in this small business element;
- There are no limits on the number of concession opportunities awarded to firms participating in this element but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses;
- The Airport will take aggressive steps to encourage those minority and women owned firms that are eligible for ACDBE certification to become certified; and
- This element is open to small businesses regardless of their location. There is no local or other geographic preference as part of this small business element.

Attachment 4

Section 23.45: Overall Goal Calculation for Concessions Other Than Car Rentals

Amount of Goal *(submit if average annual gross receipts exceed $200,000)*

Name of Recipient: Billings Logan International Airport

Goal Period: FY 2025-2027 (October 1, 2025 – September 30, 2027)

Overall Three-Year Goal:

0.41%, to be accomplished through 0.00% RC and 0.41% RN

Methodology used to Calculate Overall Goal:

The Airport in conducting this goal-setting process is determining the extent, if any, to which the firms in the market area have suffered discrimination or its effects in connection with concession opportunities and related business opportunities.

The market area is the geographical area in which most firms seek to do concessions business with the airport are located and in which the firms receive the substantial majority of concessions-related revenues are located. The data indicated that a **Nationwide market area** has been identified.

Base of Goal

To calculate the base of the goal, the Airport considered the previous 3 years of gross concession receipts and the projected potential concession revenue (gross receipts) three years into the future including upcoming new opportunities.

Gross Receipts for Previous 3 Years - Non-Car Rental Concessions

Fiscal Year	Non-Car Concessions Revenue (Gross Receipts)
2022	$4,805,119.88
2023	$7,181,558.77
2024	$8,075,427.13
Total	**$20,062,105.78**
Average	**$6,687,368.59**

FY – 2022, 2023 and 2024 were used to calculate the total and average revenues.

The Airport estimates that revenues to existing concessions will grow by 2% over the next three years due to increased passenger traffic.

(2022) $4,805,119.88 + 2% ($96,102.40) = $4,901,222.28
(2023) $7,181,558.77 + 2% ($143,631.18) = $7,325,189.95
(2024) $8,075,427.13 + 2% ($161,508.54) = $8,236,935.67

$4,901,222.28 + $7,325,189.95 + $8,236,935.67 = $20,463,347.90 is the Airport's base of the goal for non-car rental concessions.

The concession opportunities anticipated during this goal period are:

Restaurant, Gift Shop, and Parking with estimated gross receipts of **$20,463,347.90**.

The following are not included in the total gross receipts for concessions: (a) the gross receipts of car rental operations, (b) the dollar amount of a management contract or subcontract with a non-ACDBE, (c) the gross receipts of business activities to which a management contract or subcontract with a non-ACDBE pertains, and (d) any portion of a firm's estimated gross receipts that will not be generated from a concession.

If a new concession opportunity arises prior to the end of this goal period and the estimated average of annual gross revenues are anticipated to be $200,000 or greater, the Airport will submit to the FAA an appropriate adjustment to the overall goal. This will be submitted to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity. (23.45(i)).

Methodology used to Calculate Overall Goal

Goods and Services

We can meet the percentage goal by including the purchase from ACDBEs of goods and services used in businesses conducted at the airport. We, and the businesses at the airport, shall make good faith efforts to explore all available options to achieve, to the maximum extent practicable, compliance with the goal through direct ownership arrangements, including joint ventures and franchises. The dollar value from purchases of goods and services from ACDBEs may be added to the numerator, and the dollar value from purchases of goods and services from all firms (ACDBEs and non-ACDBEs) may be added to the denominator.

Management Contract or Subcontract

We can meet the percentage goal by including any business operated through a management contract or subcontract with an ACDBE. We, and the businesses at the airport, will add the dollar amount of a management contract or subcontract with an ACDBE to the total participation by ACDBEs in airport concessions (both the numerator AND the denominator) and to the base from which the airport's percentage goal is calculated. However, the dollar amount of a management contract or subcontract with a non-ACDBE and the gross revenue of business activities to which the management contract or subcontract pertains will not be added to this base in either the numerator or denominator. While we realize that this appears to go against the normal rules and rationale for goal setting, we understand that this method is nevertheless required by statute.

Step 1: Determine a base figure for the relative availability of ACDBEs.

In accordance with 49 CFR 23.51(c)(1), we used the Federal Aviation Administration's (FAA) National DBE/ACDBE Directory and Census Bureau data to set the base figure. We chose to set the goal based on purchases of goods and services as all or most of the goal is likely to be met through car rental companies purchases of goods and services. Table 1 indicates the NAICS codes used and the number of ACDBE firms and total firms for the market area.

Table 1 – ACDBE and Total Firm Availability by NAICS Code

Concession Activity	NAICS Code	ACDBE Firms Nationwide	All Firms
Commercial and Institutional Building Construction	236220	132	39,335
Electrical Contractors and Other Wiring Installation Contractors	238210	97	77,079
Plumbing, Heating, and Air Conditioning Contractors	238220	31	104,367
Commercial Printing	323111	38	16,283
Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	423430	21	7,296
Other Commercial Equipment Merchant Wholesalers	423440	17	3,847
Service Establishment Equipment and Supplies Merchant Wholesalers	423850	37	4,485
Other Miscellaneous Durable Goods Merchant Wholesalers	423990	42	9,426
Stationery and Office Supplies Merchant Wholesalers	424120	26	3,751
Other Grocery and Related Products Merchant Wholesalers	424490	67	14,767
Book, Periodical, and Newspaper Merchant Wholesalers	424920	6	1,229
Clothing Accessories Stores	458110 (448150)	72	7,980
Gift, Novelty, and Souvenir Retailers	459420 (453220)	228	19,133
General Freight Trucking, Local	484110	57	36,624
Payroll Services	541214	27	5,750
Computer Facilities Management Services	541513	79	6,240
Administrative Management and General Management Consulting Services	541611	840	89,291
Human Resources Consulting Services	541612	158	8,417
Marketing Consulting Services	541613	298	44,886
Advertising Agencies	541810	116	14,279
Public Relations Agencies	541820	119	8,632
Janitorial Services	561720	222	63,678
Food Service Contractors	722310	371	29,564
Totals		**3,101**	**616,339**

When we divided the number of ACDBE firms by the Total firms in the market area, we arrived at the Step 1 base figure for our overall goal for non-car rental concessions of:

3,101 ACDBE firms/616,339 Total firms X 100 = 0.5%

The base figure for relative availability of ACDBE firms in 0.5%.

Step 2: Adjust the base figure using factors relevant to MDT's marketplace.

We examined all evidence available in its jurisdiction to determine if an adjustment to the base figure was needed to arrive at the overall goal. To determine the impacts of the current local market conditions and work performed by DBE firms, we reviewed the past participation according to FAA Uniform Reports, which is summarized in the past history participation.

The data used to determine the adjustment to the base figure was: Past participation.

Past History Participation

Data used to determine the adjustment to the base figure was the median of historical ACDBE accomplishments:

FY	*RC*	*RN*	*Total Achievement*
2021	*0.00%*	*0.00%*	*0.00%*
2022	*0.00%*	*0.47%*	*0.47%*
2023	*0.00%*	*0.19%*	*0.19%*

Arranging this historical data from low to high, 0.19 and 0.47, the median is 0.33% which is our Step 2 figure.

To arrive at an overall goal, we added our Step 1 base figure with our Step 2 adjustment figure and then averaged the total arriving at an overall goal of **0.41%.** (Step 1: 0.50% plus Step 2: 0.33% = 0.83% divided by 2 = 0.41%).

Since MDT's 2022 Disparity Study did not include any findings related to the ACDBE Program and/or car rental concessions, we determined that no further adjustments to the base figure calculated in Step 1 are warranted.

PUBLIC PARTICIPATION

Consultation: Section 23.43.

§23.43 What are the consultation requirements in the development of recipients' overall goals?

(a) As a recipient, you must consult with stakeholders before submitting your overall goals to FAA.

(b) Stakeholders with whom you must consult include, but are not limited to, minority and women's business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the recipient's efforts to increase participation of ACDBEs.

Prior to submitting this goal to the FAA, the Airport consulted with the following stakeholders:

Montana APEX Accelerator (formerly the Procurement Technical Assistance Center – PTAC), Big Sky Economic Development - BSEDA, Air Host, SkyDine, SkyGifts, SP Plus. The consultation was done via event virtual booth displays, individual virtual meetings with PTAC/BSED event participants, and in-person/virtual meetings with company representatives.

A summary of the information these stakeholders provided is as follows:

Acknowledgement of concession opportunities available at the Airport and the bidding and contracting process. Acknowledgement of opportunity for purchase of goods and services from ACDBEs.

Breakout of Estimated Race-Neutral & Race Conscious Participation Section 23.51

The Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating ACDBE participation. The Airport uses the following race-neutral measures.

We understand that we will be expected to actually take these steps, and this is not merely a paper exercise.

1. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;
2. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Providing technical assistance to ACDBEs in overcoming limitations, such as inability to obtain bonding or financing;
5. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the sponsor’s ACDBE program will affect the procurement process;
6. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; and
7. Establishing a business development program (see 49 CFR Part 26.35); technical assistance program or taking other steps to foster ACDBE participation in concessions.

We estimate that, in meeting our overall goal of 0.41%, we will obtain 0.41% from race-neutral participation and 0.00% through race-conscious measures.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious ACDBE participation:

Currently the Airport is adopting a solely race-neutral means of facilitating DBE participation. If the overall DBE goal is not met, the Airport will demonstrate that good faith efforts have been made to meet the goal.

In order to ensure that our ACDBE program will be narrowly tailored to overcome the effects of discrimination, if we use concession specific goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to, the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures; ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE status in making the award.

We will maintain data separately on ACDBE achievements in those contracts with and without concession specific goals, respectively.

Attachment 5

Section 23.45: Overall Goal Calculation for Car Rental Company Concessions

Amount of Goal *(submit if average annual gross receipts exceed $200,000)*

Name of Recipient: Billings Logan International Airport

Goal Period: FY 2025-2027 (October 1, 2024 – September 30, 2027)

Overall Three-Year Goal:

0.24%, to be accomplished through 0.00% RC and 0.24% RN

Methodology used to Calculate Overall Goal:

The Airport in conducting this goal-setting process is determining the extent, if any, to which the firms in the market area have suffered discrimination or its effects in connection with concession opportunities and related business opportunities.

Market Area

The market area is the geographical area in which the substantial majority of firms which seek to do concessions business with the airport are located and in which the firms which receive the substantial majority of concessions-related revenues are located. The data indicated that a **Nationwide market area** has been identified for various material suppliers.

Base of Goal

To calculate the base of the goal, the Airport considered the previous 3 years of car rental gross concession receipts and the projected potential car rental concession revenue (gross receipts) three years into the future, including upcoming new opportunities.

Gross Receipts for Previous 3 Years - Car Rental

Fiscal Year	Car Rental Concessions Revenue (Gross Receipts)
2022	**$21,059,683.47**
2023	**$23,250,826.73**
2024	**$25,563,293.31**
Total	**$69,873,803.51**
Average	**$23,291,267.84**

FY 2022, 2023 and 2024 were used to calculate the total and average revenues.

The Airport estimates expenditures will increase by 2% over the next three years due to increased passenger traffic.

(2022) $21,059,683.47 + 2% ($511,265.87) = $26,074,559.18

(2023) $23,250,826.73 + 2% ($465,016.53) = $23,715,843.26

(2024) $25,563,293.31 + 2% ($421,193.67) = $21,480,877.14

$26,074,559.18 + $23,715,843.26 + $21,480,877.14 = **$71,271,279.58** is the Airport's base of the goal for car rental concessions.

The following are not included in this base: (a) non-car rental concession gross receipts, (b) the dollar amount of a management of a management contract or subcontract with a non-ACDBE, (c) the gross receipts of business activities to which a management contract or subcontract with a non-ACDBE pertains, and (d) any portion of a firm's estimated gross receipts that will not be generated from a concession.

If a new concession opportunity arises prior to the end of this goal period and the estimated average of annual gross revenues are anticipated to be $200,000 or greater, the Airport will submit to the FAA an appropriate adjustment to the overall goal. This will be submitted to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity. (23.45(i)).

Methodology used to Calculate Overall Goal

Goods and Services

We can meet the percentage goal by including the purchase from ACDBEs of goods and services used in businesses conducted at the airport. We, and the businesses at the airport, shall make good faith efforts to explore all available options to achieve, to the maximum extent practicable, compliance with the goal through direct ownership arrangements, including joint ventures and franchises. The dollar value from purchases of goods and services from ACDBEs may be added to the numerator, and the dollar value from purchases of goods and services from all firms (ACDBEs and non-ACDBEs) may be added to the denominator.

Management Contract or Subcontract

We can meet the percentage goal by including any business operated through a management contract or subcontract with an ACDBE. We, and the businesses at the airport, will add the dollar amount of a management contract or subcontract with an ACDBE to the total participation by ACDBEs in airport concessions (both the numerator AND the denominator) and to the base from which the airport's percentage goal is calculated. However, the dollar amount of a management contract or subcontract with a non-ACDBE and the gross revenue of business activities to which the management contract or subcontract pertains will not be added to this base in either the numerator or denominator. While we realize that this appears to go against the normal rules and rationale for goal setting, we understand that this method is nevertheless required by statute.

Step 1: 23.51(c)

We determined the base figure for the relative availability of ACDBEs for car rental concessions. The base figure was calculated as follows:

Numerator: Ready, willing, and able car rental ACDBEs in the market area

Denominator: All ready, willing and able car rental concession firms in the market area.

The data source or demonstrable evidence used was the Montana State DBE/ACDBE Directory, the FAA Matchmaker System (National Certified DBE Directory), and the Census Bureau Fact Finder tool.

Concession Type	NAICS Code	ACDBE Firms Nationwide	All Firms
Automobile and Other Motor Vehicle Merchant Wholesalers	423110	5	6,067
Motor Vehicle Supplies and New Parts Merchant Wholesalers	423120	17	12,500
Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	423430	21	7,296
Other Commercial Equipment Merchant Wholesalers	423440	17	3,847
Service Establishment Equipment and Supplies Merchant Wholesalers	423850	38	4,485
Other Miscellaneous Durable Goods Merchant Wholesalers	423990	42	9,426
Stationery and Office Supplies Merchant Wholesalers	424120	26	3,751
Petroleum and Petroleum Products Merchant Wholesalers (Except Bulk Stations and Terminals)	424720	43	2,434
Automobile dealers, new only or new and used	441110	2	21,383
Tire Dealers	441340	4	20,247
Gasoline station with convenience stores	457110 (447110)	8	98,940
General Freight Trucking, Local	484110	57	36,624
General Freight Trucking, Long-Distance	484121	45	48,732
Automobile carrier trucking, long-distance	484230	25	11,260
Motor Vehicle Towing	488410	14	9,609
Software Publishers	513210 (511210)	8	15,199
Wireless Telecommunications Carriers (except Satellite)	517112	2	26,231
Insurance Agencies and Brokerages	524210	1	134,902
Commercial building rental or leasing	531120	0	33,959
Accounting Services	541211	18	55,565
Other Computer Related Services	541519	111	10,845
Administrative Management and General Management Consulting Services	541611	840	89,291
Human Resources Consulting Services	541612	158	8,417
Marketing Consulting Services	541613	299	44,886
Advertising Agencies	541810	116	14,279
Public Relations Agencies	541820	119	8,632
Janitorial Services	561720	222	63,678
General Automotive Repair	811111	24	81,617
Automotive Glass Replacement Shops	811122	6	5,274
Automotive Oil Change and Lubrication Shops	811191	11	8,117
Totals		**2,299**	**897,493**

To derive the base figure for relative availability of ACDBE firms in the market area, the number of ACDBE firms was divided by the number of total firms and converted to a percentage as shown below.

2,299 ACDBE firms / 897,493 Total Firms X 100 = 0.26%

The base figure for relative availability of ACDBE firms is 0.26%.

Step 2: Adjust the base figure using factors relevant to MDT's marketplace.

We examined all evidence available in its jurisdiction to determine if an adjustment to the base figure was needed to arrive at the overall goal. To determine the impacts of the current local market conditions and work performed by DBE firms, we reviewed the past participation according to FAA Uniform Reports, which is summarized in the past history participation.

The data used to determine the adjustment to the base figure was: Past participation.

Past History Participation

Data used to determine the adjustment to the base figure was the median of historical ACDBE accomplishments:

FY	*RC*	*RN*	*Total Achievement*
2021	*0.00%*	*0.21%*	*0.21%*
2022	*0.00%*	*0.10%*	*0.10%*
2023	*0.00%*	*0.34%*	*0.34%*

Arranging this historical data from low to high, 0.10, 0.21, and 0.34, the median is 0.21% which is our Step 2 figure.

To arrive at an overall goal, we added our Step 1 base figure with our Step 2 adjustment figure and then averaged the total arriving at an overall goal of **0.24%.** (Step 1: 0.26% plus Step 2: 0.21% = 0.47% divided by 2 = 0.24%).

Since MDT's 2022 Disparity Study did not include any findings related to the ACDBE Program and/or car rental concessions, we determined that no further adjustments to the base figure calculated in Step 1 are warranted.

PUBLIC PARTICIPATION

Consultation: Section 23.43.

§23.43 What are the consultation requirements in the development of recipients' overall goals?

(a) As a recipient, you must consult with stakeholders before submitting your overall goals to FAA.

(b) Stakeholders with whom you must consult include, but are not limited to, minority and women's business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the recipient's efforts to increase participation of ACDBEs.

Prior to submitting this goal to the FAA, the Airport consulted with the following stakeholders:

Montana APEX Accelerator (formerly the Procurement Technical Assistance Center – PTAC), Big Sky Economic Development - BSEDA, Billings Chamber of Commerce, Montana Dept. of Transportation.

Staff has conducted presentations, participated in a virtual event for opportunities in government contracting for small businesses, and participated in sessions presented by MDT and Montana APEX Accelerator.

A summary of the information these stakeholders provided is as follows:

Not aware of concession opportunities available for small business operators; some not aware of the benefits of or process to become DBE certified; felt the hassle and difficulty to become certified as a DBE was not worth the potential benefit if opportunities were limited. Interested parties were referred to the State Office of Civil Rights for more information on certification and assistance with applications.

Current Rental Car Concessionaires:

- Avis
- Budget
- Hertz
- Enterprise
- Alamo
- National
- Thrifty
- Dollar

The Concessionaires provide annual reports to the Airport on their use of DBEs. Annual ACDBE reports from the current concessionaires are reviewed and new DBEs are identified and shared with all current rental car concessionaires. Representatives of the current Rental Car Concessionaires operating at the Airport stated they utilize DBEs whenever possible, primarily for goods and services. The Rental Car representatives also said it is difficult to find DBEs in Montana; a number of the DBEs they use are utilized at either the regional level or through arrangements with corporate.

Breakout of Estimated Race-Neutral & Race Conscious Participation Section 23.51

The Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating ACDBE participation. The Airport uses the following race-neutral measures.

We understand that we will be expected to actually take these steps, and this is not merely a paper exercise.

1. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;
2. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Providing technical assistance to ACDBEs in overcoming limitations, such as inability to obtain bonding or financing;
5. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the sponsor's ACDBE program will affect the procurement process;
6. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; and
7. Establishing a business development program (see 49 CFR Part 26.35); technical assistance program or taking other steps to foster ACDBE participation in concessions.

We estimate that, in meeting our overall goal of 0.24%, we will obtain 0.24% from race-neutral participation and 0.00% through race-conscious measures.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious ACDBE participation:

Currently the Airport is adopting a solely race-neutral means of facilitating DBE participation. If the overall DBE goal is not met, the Airport will demonstrate that good faith efforts have been made to meet the goal.

In order to ensure that our ACDBE program will be narrowly tailored to overcome the effects of discrimination, if we use concession specific goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)) and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to, the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures; ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE status in making the award.

We will maintain data separately on ACDBE achievements in those contracts with and without concession specific goals, respectively.

City Council Regular

Date:	03/24/2025
Title:	Approval of MET Transit's Title VI Program and Public Participation Plan Update
Presented by:	Rusty Logan
Department:	Transit
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve the updated MET Transit Public Participation and Title VI Plan.

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

As a recipient of Federal funding, MET Transit is required by Federal regulations to have a Title VI Plan in place that includes public participation components. In addition to the requirement to submit an updated Title VI Plan every three years, this plan must be approved by the transit agency's governing body. To meet these requirements, MET Transit is submitting an updated Public Participation and Title VI Plan for Council approval. Title VI of the Civil Rights Act of 1964 states, "No person shall be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance based on race, color, or national origin." Updates to the plan include organizational charts, Limited English Proficiency population data, demographics, fleet and amenity inventory, passenger load factor data, route headways, bus stop data, and public participation and outreach activities.

ALTERNATIVES

City Council may:

- Approve the updated Public Participation and Title VI Plan; or
- Not Approve the updated Public Participation and Title VI Plan and advise staff on how to proceed without jeopardizing future Federal Transit Administration grant funding.

FISCAL EFFECTS

As a recipient of Federal Transit Administration funding, MET must have a Public Participation and Title VI Plan in place. Failure to submit an updated plan may jeopardize or delay award of the annual Federal operating funds accounting for over $2.8 million of MET's proposed FY 26 budget, and nearly $1 million in capital grants.

Attachments

2025 Update MET Transit PPP and TITLE VI

City of Billings
Aviation and Transit Dept.

MET TRANSIT DIVISION

Public Participation

and

Title VI Plan

Revised April 1, 2025

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PUBLIC PARTICIPATION PLAN

I - PURPOSE

The City of Billings MET Transit Division (MET) encourages timely public involvement and participation and strives to deliver information, services and programs which reflect community values and benefit all segments of the community. This Public Participation Plan (PPP) for MET was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, have meaningful opportunities to participate in the decision-making process for the transit system.

MET's public outreach strategies are designed to provide the public with effective access to information about services as well as provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. MET also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community-based organizations, major employers, passengers, and the general public (including low-income, minority, LEP, and other traditionally underserved communities).

As a recipient of federal funding and pursuant to Federal Transit Administration (FTA) Title VI regulatory guidance, MET seeks out and considers the viewpoints of minority and low-income populations, as well as individuals who do not speak English fluently, in the course of conducting public outreach and involvement activities. Additionally, MET offers early and continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions.

MET may modify these public participation methods based on feedback from customers, the general public, and other interested parties. The PPP is a dynamic document that may be updated periodically to reflect changing community preferences, demographics and transit services as well as respond to new communication and outreach methods.

MET Transit functions under a wide variety of local, state, and federal regulations and requirements. The list below provides an overview of a number of these laws and regulations.

Federal Requirements:

- Americans with Disabilities Act of 1990
- Title VI of the Civil Rights Act of 1964
- Executive Order 13166 – "Improving Access to Services for Persons with Limited English Proficiency"
- Executive Order 12898 – "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations"
- National Environmental Policy Act (NEPA)

State of Montana Requirements:

- Montana Code Annotated Title 2, Chapter 3, Part 1 "Notice and Opportunity to Be Heard" and Part 2 "Open Meetings"
- Montana Code Annotated Title 2, Chapter 6 "Public Records

II - GOALS

The Public Participation Plan endeavors to promote meaningful opportunities for the public (including low income, minority, and limited English proficient populations) to be involved in the identification of potential impacts of proposed transportation decisions made by MET.

Specific goals of MET's public outreach efforts include:

- ***Transparency*** - The process should clearly identify and communicate where and how participants may have influence and potential impact on decision-making.
- ***Participation*** - MET customers and members of the public should have the opportunity to participate in key decisions and have multiple options for how they receive critical information and share feedback.
- ***Accessibility*** – Significant effort is made to ensure opportunities to participate are timely and physically, geographically, and linguistically accessible.
- ***Diversity*** - Participants represent a range of socioeconomic, ethnic, and cultural perspectives, with representative participants including residents from low-income neighborhoods, ethnic communities, residents with limited English proficiency, and other traditionally underserved people.

III - PRINCIPLES

Public participation at MET is based on the following principles:

- ***Proactive and Timely*** – Participation methods should allow for early involvement and be ongoing and proactive to allow participants to potentially influence decisions.
- ***Tailored*** – MET's public participation methods should be tailored to match local and cultural preferences as much as possible.
- ***Authentic and Meaningful*** – MET should support public participation as a dynamic and meaningful activity that requires teamwork and commitment at all levels of the organization.
- ***Clarity in potential for influence*** - MET should communicate the factors weighing in each decision, so members of the public are clear on the potential for influence. In addition, staff should communicate the results of public input in terms of the impact on decisions at a broad summary level, providing major themes, decisions reached and rationale for the decisions.

The recommendations in the Public Participation Plan will be updated to reflect feedback from MET customers and the general public at the end of any communications-related survey; the Plan will also be updated to include changing best practices in the field.

IV - PUBLIC INPUT POLICY

The methods described in the Public Participation Plan cover the ways in which MET engages with its customers and the general public. However, MET understands decisions about budgets as well as changes to services or fares are of particular importance, and MET therefore has the following guidelines when considering such changes:

Major Service Changes and Fare Changes

MET will conduct public input on major service changes and fare increases. MET defines a major service change as a change that affects 25 percent or more of the system's revenue hours or revenue miles.

Major service changes and fare increases will meet the following public input requirements:

- Changes will be published for public review and comment no less than 60 days before the proposed changes take effect. Notification methods may include on-board printed, digital, and audio announcements, posted notices at MET Transfer Centers, or affected bus stops, and various forms of electronic communication. Information on all proposed changes will also be posted directly to the MET Transit website.

- A minimum of two public meetings will be held at various ADA accessible locations to present proposed changes and gather comments within four weeks of the published notice. The notification methods (including on-board printed, digital, and audio announcements, posted notices, and other electronic communication) will be utilized to inform the public of the date, time, and location of public meetings. Legal notices regarding the meetings will also be advertised in the local paper of record, the *Yellowstone County News*.

- Public comment is always welcomed, provided for, and considered at regularly scheduled City of Billings Aviation and Transit Board meetings; items such as proposed service changes, fare increases, and other items are discussed and presented at these meetings.

- After the initial public meeting(s), an overview of the proposed changes and public comments received is presented and reviewed at a City of Billings City Council work session meeting; during this work session meeting, public comment is also provided for and welcomed.

- A final approval of the proposed changes will be recommended for motion at a City of Billings City Council regular meeting with public comment on proposed changes provided for, welcomed, considered, and documented.

- For both council meetings (work sessions and regular), the City Council Meeting Agenda will be available on the City of Billings website 30 days in advance; all City Council Meetings for any given month are advertised the month prior by the third week.

- Notice of the final changes will be posted via the various methods indicated above within 15 days of implementation.

In the event the City of Billings City Council approves a comprehensive fare policy which approves multiple phases or implementations of fare or service adjustments over a period of time, MET reserves the right to modify this public comment process.

Budget and Tax Levy Changes

MET's annual budget and any associated tax levy changes will be reviewed at both a scheduled City of Billings City Council work session meeting and a regular public hearing meeting, both of which allow for public comment and consideration. Again, the City Council Meeting Agenda will be available on the City of Billings website 30 days in advance; all City Council Meetings for any given month are advertised the month prior by the third week.

V - CUSTOMER PREFERENCES

Customer Profiles

MET understands the importance of tailoring communications and public participation techniques to the preferences of intended audiences. For most aspects of service planning and communication about MET's services, the primary audience is MET customers. In order to understand these customers, MET is implementing regular customer transit surveys with the most recent survey released in March 2022 and another planned for 2025. This section will be updated with items such as ethnicity, household income, language preferences, and other metrics upon survey completion and response analysis.

Customer Communication Preferences

Through the course of the aforementioned survey, MET will also collect information regarding preferred communication styles. Again, this section will be updated with specific metrics upon survey completion and analysis of responses.

VI - DIRECT COMMUNICATION METHODS

The Public Participation Plan identifies a variety of available methods for providing information to MET customers and the general public. While these communication methods are broadcast widely, they are also important tools in reaching minority and LEP populations; based upon the results of public surveys, MET Transit will update the items below, as needed.

Current methods of communication include:

- ***MET Transit's Website*** – MET's website, www.mettransit.com, is one of the primary sources of information for MET riders and the public seeking information about the MET. Several tools are available within the site to communicate changes in service, as well as to notify the public of opportunities to participate in MET's decision-making process. These include a calendar of events, a large banner on the homepage displaying important information, and a News and Events feed that displays short summaries (with links to full announcements); all of these items are present on the home page. The home page also includes links to all aspects of available MET Transit information regarding schedules, maps, bus tracking applications, paratransit information, current social media feeds, and other items.
- ***Signs and On-board Posters*** – Signs and posters are printed materials displayed in the notification areas of the buses, as well as at transfer centers and MET's Customer Service lobby, communicating applicable information. The signs and posters are a highly visible and effective means of communicating directly with MET riders; the size can be increased or decreased as needed to share additional information.

- ***Electronic Messages to MET Email and SMS Subscribers*** – Electronic communications are sent out via the City of Billings' mass email and SMS subscription service (NotifyME via the CivicPlus platform). Customers can sign up on MET's website to receive emails and SMS messages from MET for items shared in the MET website News and Announcements section.
- ***Emails to Partners*** – These electronic communications are sent out directly from staff members' email accounts; these can include messages to key staff members at partner locations, as well as additional posters or other materials for them to distribute.
- ***Press Releases*** – Press releases are aimed at generating news coverage of MET events, changes, public meetings, etc. They are distributed to the Department of Aviation and Transit's media contact list through the City's Public Information Officer or MET's Adverting and Marketing Specialist, as well as posted in the News and Announcements section of MET's website.
- ***Community Newsletters*** – MET has several partners in the community that publish newsletters, including several member governments. MET provides articles to these partners for publication in these newsletters.
- ***Ads on Buses*** – MET can create signage for display on the sides, back, and interior of MET buses to advertise items as needed; as well as utilizing the digital infotainment screens on the buses.
- ***Partners' Websites*** – Like community newsletters, MET's community partners maintain websites that are frequented by the public. MET can provide information to these partners and request to be included on their websites.
- ***Community Calendars*** – One feature that is common to many of MET's partners' websites is a calendar. MET can share the times and dates of key meetings or events with the partners for inclusion on these calendars.
- ***Paid Ads in Local Media*** – MET can publish paid advertisements in the local newspaper, The Billings Gazette, as well as in community newsletters, magazines, and on local broadcast channels and radio stations.
- ***Public Notices*** – These are published in the weekly newspaper of record, *The Yellowstone County News*, and are also posted on MET's website.
- ***MET's Facebook and Instagram pages*** – MET's Facebook and Instagram pages are used by staff to interact with riders and can be leveraged to push out information regarding service changes and opportunities for the public to participate in MET's decision- making process. Items which are posted on the MET website under News and Announcements are also posted to the Facebook page.
- ***MET's Partner Applications*** – MET's digital fare and trip planning app, Umo, has a personalized banner on the home page, and Passio, MET's real-time bus tracking app, allows for push notifications, allowing MET To communication with passengers quickly and easily.

All communication methods are available for translation or interpretation upon request.

VII - METHODS OF INVOLVING THE PUBLIC

MET utilizes a number of methods for involving the public in the decision-making process. Staff consider several factors when designing a public outreach process, such as the magnitude of the proposed change or decision, what level of influence public opinion has over the decision, and who will be impacted by the decision. MET also takes into account the specific preferences of minority and LEP populations and updates preferences as possible based upon survey results.

MET's public involvement methods:

- ***Public Meetings*** – A public meeting is a discussion between interested parties, often including riders and the general public. It is a meeting where information is presented and allows for an open discussion with a member of the MET staff; staff ensures comments stay focused on the information presented and that everyone has a chance to ask questions. A public meeting is NOT required by federal regulations and comments do not go into the public record; however, MET Transit does take note of discussion topics and comments for consideration in the planning process.
- ***Public Hearings*** - A public hearing is required by federal or state regulations where comments from the public go into the public record. A public hearing is governed by rules concerning who speaks when and for how long and is overseen by a City official. A public hearing is NOT a question-and-answer format; public hearings generally occur during a scheduled City of Billings City Council Meeting.
- ***Community Event Participation*** – MET will staff informational tables at community events to share information about changes to service, new initiatives, community resources, and to provide further connection with the general public. These events allow MET to interact with a wide variety of community members.
- ***Surveys*** – Surveys are a series of specific questions, often in multiple-choice format that can be distributed in print form as well as in digital form. The results from surveys can be quantified and analyzed for consideration.
- ***Aviation and Transit Board Meetings*** - The Aviation and Transit Board meets the first Wednesday of each month at 4:00 p.m. at Billings Logan International Airport, 1901 Terminal Circle, Room 217, Billings, MT. These meetings are open to the public and include an opportunity for the public to comment on any item relating to aviation and transit. Meeting dates are advertised two weeks in advance on MET Transit's website and in *Yellowstone County News.* The Aviation and Transit Board is composed of seven (7) members, each serving four-year terms; members apply for the position and are appointed by the Mayor with confirmation given by the City Council. They are advisory only in nature. City of Billings Boards and Commissions encourage all private citizens 18 years or older that reside in the City limits of Billings to participate in City government. They also offer an opportunity to learn how the City operates on a first-hand basis. When vacancies on the board occur, the opportunity to apply is advertised in the local paper and on the City of Billings website; further advertising is posted, in both English and Spanish, on the MET Transit website and social media, at transit facilities, and on-board transit vehicles.
- ***General Comments*** – MET is always open to and accepting of public comments, regardless of whether they were given randomly or as part of an organized effort. Comments can be shared with MET by phone at 406-657-8218, by email at metadmin@billingsmt.gov, in person at 1705 Monad Road, Billings, MT, 59101, or by mail at the same address.

Selection of meeting times and locations

The selection of meeting times and locations that are convenient for target audiences is crucial to providing meaningful opportunities for public participation. Announcements about meetings on service changes or fare changes are shared with the public via the means indicated above. Meetings are held at multiple times throughout the day (including mid-morning, mid-day, early evening, and late evening). Meetings are held at multiple locations throughout the City to ensure easy travel access for individuals

in effected areas; common locations include community centers, the Billings Public Library, and MET Transit facilities.

Historically, attendance at public meetings typically averages roughly 5 - 8 members of the public, while community events resulted in 15+ interactions per event. MET has found that having technical staff available for outreach can allow for more detailed conversations with customers and members of the public.

VIII - PUBLIC OUTREACH SUMMARIES

MET keeps historical record of public feedback received via meetings, comments, cards, and emails for reference as needed. Further, public meeting summaries are posted for review on the MET Transit website in News and Announcements.

In 2023, MET added an Advertising and Marketing Specialist and a Training and Compliance Coordinator to increase staff training and public involvement, and as a result, was able to significantly enhance the Travel Training program outreach and number of community events that staff was able to host and participate in during the last three years.

Public Outreach Activities undertaken in the last three years include:

- Phillips 66 South Park Community Picnic in the Park, Travel Training at the Billings Public Library, Jobs Jamboree at MetraPark, Open House Orientation events at multiple Billings Public Middle and High Schools, Community Halloween events and Holiday Parades, West Park Senior Fair, LIFTT ADA Celebration, Lutheran Family Services Resettlement Family Travel Training and Presentations, Riverstone Health Breakfast in South Park and Health Fair, United Way's National 211 Day Celebration and Free Day Passes, and AWARE Head Start Wellness Fair
- Monthly Aviation and Transit Board Meetings and various City Council meetings
- In-Person Trip Planning with MET staff at the Downtown Transfer Center several months before the large route rehaul in October 2023; translation services available upon request
- As part of the Transit Development Plan Public Outreach in 2022: Informal Discussions at Jobs Jamboree, Walkable Cities presentation at Babcock Theater, and Chamber Breakfast at Metra Park; three (3) Public Meetings at Billings Public Library and Community and Senior Center

IX – LIMITED ENGLISH PROFICIENCY (LEP) SUPPORT, TRANSLATION, AND INTERPRETIVE SERVICES

MET's program for providing translation and interpretive services is critical to the success of the Public Participation Plan in reaching minority and LEP populations. The program provides translation and interpretive services upon request at the customer service window, over the phone, at all public meetings, and for important documents.

MET currently utilizes Language Link to provide verbal interpretation services to customers upon request. These services can be accessed by phone or at the customer service window at the MET Transit METroplex. Further, MET also partners with Montana State University – Billings for Spanish

interpretation of vital documents, if needed. MET will also utilize Google Translate as necessary should an interpreter not be available. The availability of translation services is publicized in meeting notices.

MET also provides Spanish translated copies of documents vital to accessing the transit service including the MET Routes and Schedules book, the Request for Certification of ADA Paratransit Eligibility form, the Title VI Complaint Form, the Title VI Notice, the ADA Complaint Form, and the Passenger Conduct Policy. Further, public notices are made available in Spanish via on-board posters, the MET website, and social media postings.

As MET continues to upgrade technology systems, the ability to convert to Spanish and additional languages is imperative when partnering with new applications and programs. MET's Ticket Vending Machines can easily be changed to Spanish, current digital fare system and trip planning app, Umo, translates to Spanish and French, and MET's integration with Google Maps is available in many languages depending on user preference.

More details about MET's strategy and resources to ensure that language is not a barrier for people to take full advantage of MET's services can be found in MET's Title VI plan.

X - MET PARTNERS

MET utilizes a network of local partners to enhance its reach within the community. MET can increase exposure of its messages by routing them through partners' communication networks, thereby reaching more of the minority and LEP populations. These messages include:

- Information about MET's services
- Opportunities to participate in MET's decision-making process.

Further, this network allows MET to consult with partners' staff and clients on:

- Transportation needs
- Solutions to potential or real issues

XI - EQUITY CONSIDERATIONS

MET recognizes that, on a national scale, minority and low-income populations have historically been systematically excluded from participating in public decision-making. Due to persistent societal and cultural influences, it can be difficult to ensure diverse public participation in MET's decision-making, despite the concerted efforts described in this plan. MET therefore recognizes the need to carefully consider how to design inclusive outreach processes, and to take key steps to consider whether a public participation process and its outcomes are achieving the intended results.

MET staff will utilize the following considerations to evaluate the racial equity implications of key decisions:

- Have ethnic communities/people of color represented within the area population been informed, involved and represented in the process?
- How has the feedback been considered and incorporated?
- What challenges has MET faced in receiving minority and low-income population participation?
- Is there a group that benefits more than another because of this process/decision?
- What could be one unintended consequence of this process/decision for ethnic communities/communities of color?

- What action will be implemented to advance equity in this process/decision?

XII - OUTCOMES

The outcomes of public participation will be reported in an open and transparent manner. The expectation is that, once community members have participated in a process, MET owes it to them to say how their participation influenced the outcome. MET should be able to demonstrate that it explored the suggestions and recommendations of the public and taken that into consideration as part of the process. Meeting summaries, survey results, and other reports will be shared via the MET Transit website, as well as via the methods indicated above.

XIII - CONCLUSION

This Public Participation Plan is accountable to the public. The strategic approach, goals, and guiding principles MET has established are intended to foster public participation by providing early, continuous, and meaningful public engagement processes for its stakeholders regardless of race, color, or national origin, including populations and individuals who may be underserved because of Limited English Proficiency (LEP), minority or socioeconomic status, or disability. The methods and techniques employed by MET are intended to help increase public participation rates, particularly among those individuals and populations that are often overlooked or underrepresented. While the methods and techniques used during the public participation process may vary according to each circumstance, MET will make every effort to achieve the standards it has set within this plan. Further, it will design public communication efforts with the goal of most effectively reaching out to the diverse populations throughout MET's service area. As a living document, this Plan may evolve according to the demographic makeup of MET's communities and their unique needs, as well as MET's evaluation of its public participation effectiveness.

TITLE VI PLAN

The Billings MET Transit Program (hereinafter referred to as the "Recipient") hereby agrees to comply with the following Federal Statutes, Federal Highway Administration Regulations, Federal Transit Administration, and the Montana Department of Transportation, and the policies and procedures promulgated by the Federal Highway Administration, as a condition to the receipt of Federal Funds.

I - Plan Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. section 2000d).

The City of Billings MET Transit is committed to ensuring that no person is excluded from participation in or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1B.

The MET Transit Bus program provides transportation within the City limits of Billings through both a paratransit demand response system and a fixed route bus program. An eligible rider wishing to use the paratransit demand response system may call the Billings MET Transit office and arrange for a pickup and delivery within the bus service area. This service provides these riders with a "curb to curb" para-transit service. Fixed Route bus riders are picked up and dropped off at specific bus stops on the fixed route. MET Transit operates with no program priorities, in that all riders' requests are handled on an equal basis.

This plan was developed to guide the City of Billings MET Transit in its administration and management of Title VI-related activities.

II - Title VI Contact

The City Administrator of the City of Billings has Title VI responsibility for the MET Transit Bus program, and is responsible for initiating and monitoring Title VI activities, preparing required documents, conducting complaint investigations, and generally implementing the procedures described in the Program. The City Administrator also has the authority to delegate responsibility for certain items to other individuals, where appropriate. All reports, investigations, and reviews will be prepared by or submitted to the City Administrator within the prescribed time constraints.

Chris A. Kukulski, City Administrator
City of Billings
City Hall, 316 N 26th St, 5th Floor
PO Box 1178
Billings, MT 59103
kukulskic@billingsmt.gov

The organizational chart for the City of Billings is found in **Appendix A.**

III - Title VI Information Dissemination

Title VI information posters shall be prominently and publicly displayed in the Administrative Offices of the City of Billings MET Transit Office at 1705 Monad Road, Billings, MT 59101, in all MET Transit vehicles, at both transfer centers and on MET Transit's website: www.mettransit.com.

Additional information relating to nondiscrimination obligation can be obtained from the City of Billings Assistant Transit Director.

Rusty Logan, Assistant Transit Director
City of Billings MET Transit
1705 Monad Road
Billings, MT 59101
406-657-8218
loganr@billingsmt.gov

A copy of the poster is found in **Appendix B.**

IV - Subcontracts and Vendors

All subcontractors and vendors who receive payments from the City of Billings MET Transit where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package, which becomes an associated component of the contract.

V - Subrecipients

MET Transit does not oversee sub-recipients nor does it anticipate expanding to include sub-recipients. Should this change, MET Transit will assess its Title VI plan and update as needed.

VI - Title VI Equity Analysis

MET Transit has not constructed nor identified sites of new facilities and, therefore, has not undergone a Title VI Equity Analysis. Should MET Transit undertake such a project in the future, the agency will conduct an equity analysis as required to maintain compliance with regulations.

VII - Record Keeping

The City Administrator will maintain permanent records, which include, but are not limited to, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

VIII - Title VI Complaint Procedures

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the City of Billings MET Transit (hereinafter referred to as "the MET") may file a Title VI complaint by completing and submitting the agency's Title VI Complaint form. The City of Billings MET Transit investigates complaints received no more than 180 calendar days after the alleged incident. The MET will process complaints that are complete.

Once the complaint is received, the MET will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The MET shall also provide assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Additionally, the MET shall make every effort to address all complaints in an expeditious and thorough manner.

The MET has 60 days to investigate the complaint. If more information is needed to resolve the case, the MET may contact the complainant. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the MET can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has seven days after the date of the letter or the LOF to do so, and the appeal will be reviewed and answered by the Director of Aviation and Transit.

A person may also file a complaint directly with the Federal Transit Administration, FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

TITLE VI

COMPLAINT FORM

City of Billings MET Transit

SECTION I:

Last Name	First Name	Middle Name

Address	City	ST.	ZIP

Home Phone	Work Phone	Cell Phone

Email Address: _____

SECTION II:

Are you filing this complaint on your own behalf? Yes* No

*If you answered "yes" to this question, go to Section III.

If not, please supply the name and relationship of the person for whom you are complaining: _____

_____

Please explain why you have filed for a third party:

_____

_____

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Yes No

SECTION III:

I believe the discrimination I experienced was based on (check all that apply):

Race ☐ Color ☐ National Origin ☐

Date of Alleged Discrimination (Month, Day, Year): _____

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses.

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SECTION IV

Have you previously filed a Title VI complaint with this agency? Yes No

SECTION V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal Agency: _____ ☐ State Agency: _____
☐ Federal Court: _____ ☐ Local Agency: _____
☐ State Court: _____

_____

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____
Title: _____
Agency: _____

Address: _____

Telephone: _____

SECTION VI

Name of agency complaint is against: _____

Contact person: _____

Title: _____

Telephone number: _____

You may attach any written materials or other information that you think is relevant to your complaint.

_____ _____

Signature of Complainant Date

Please submit this form in person to the address below, or mail this form to:

City of Billings MET Transit
Title VI Coordinator
1705 Monad Road
Billings, MT 59101

FOR CLERICAL USE ONLY

DATE COMPLAINT RECEIVED BY RECIPIENT

Month: _____ Day: _____ Year: _____

Complaint #: _____

IX - Title VI Investigations, Lawsuits, and Complaints

a. There are no outstanding lawsuits or complaints naming the City of Billings MET Transit which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.
b. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City of Billings MET Transit and, to the best of our knowledge, there are not presently any ongoing civil rights review activities being conducted with respect to the City of Billings MET Transit.
c. There are currently no pending construction projects which would negatively impact minority communities being performed by the City of Billings MET Transit.

X - Public Participation Plan

The MET Transit Public Participation and Title VI Plan is now a combined document and posted to the MET Transit Website.

XI - Language Assistance Plan

Based on the US Department of Transportation (USDOT) – Federal Transit Administration Office of Civil Rights guidance concerning recipients' responsibilities to Persons with Limited English Proficiency (LEP), there are four factors to consider in determining MET Transit's obligation to provide LEP services.

1. ***The number or proportion of LEP persons serviced or encountered in the eligible service population.***
   - Based on the 2025 World Population Review, Billings has a small percentage of its total population belonging to the LEP population.
   - The World Population Reviews shows that Billings has a population base of 86.26% Caucasian/White, 4.4% Native American, 1.02% Black/African American, and 8.32% Other Races. 7.19% of the population identify as Hispanic. 96.28% of Billings' residents speak only English, while 3.72% speak other languages. The largest non-English language is Spanish, which is spoken by 1.46% of the population.
2. ***The frequency with which LEP individuals come in contact with the program.***
   - Based on contacts with our transit vehicle drivers, calls to MET Transit's customer service telephone line, and riders coming into our administrative office to purchase passes or request schedules, we have had very limited interaction with LEP individuals.
3. ***The nature and importance of the program, activity, or service provided by the recipient to people's lives.***
   - Many of MET Transit's patrons are transit-dependent and the MET is important in providing access to employment, personal business/errands, schools and colleges.
4. ***The resources available to the recipient and cost.***
   - MET utilizes *Language Link,* an over-the-phone interpretation service, for in-person and over-the-phone interpretation. The cost is $0.62 per minute. This service is available 24/7/365 and covers over 200 languages and dialects. Notice of availability for these interpretation services is posted at the METroplex customer service window; further, customer service staff and supervisors are trained in how to use the Language Link system should they receive a phone call from an LEP individual.

- The MET Transit website (http://www.mettransit.com) includes a link to translate the site to Spanish via Google Translate. This is a zero-cost service provided via the Google Translate webpage. Notice of interpretation services are also indicated on the website.
- MET's Ticket Vending Machines can easily be changed to Spanish, current digital fare system and trip planning app, Umo, translates to Spanish and French, and MET's integration with Google Maps is available in many languages depending on user preference.

MET Transit provides Spanish translated copies of documents vital to accessing the transit service including the MET Routes and Schedules book, the Request for Certification of ADA Paratransit Eligibility form, the Title VI Complaint form, the Title VI Notice, and the Passenger Conduct Policy. Further, public outreach notices are made available in Spanish via on-board posters, the MET website, and social media postings.

As Transit Operators may encounter LEP individuals, operators carry cards to provide to individuals with language barriers that contain information in both English and Spanish with how to contact MET's customer service team for translation services.

This information is also posted in vehicles and at transfer centers. In emergent situations, operators and other staff may utilize the Google Translate mobile app or webpage to provide basic translation services. Operators and all other employees interacting with LEP individuals are required to notify the Assistant Transit Director regarding any unmet Language Assistance needs.

To ensure effective implementation of this plan, MET Transit will schedule training of new employees during orientation or on-boarding, as well as provide training to employees on an annual basis to review:

- MET Transit's Language Assistance Plan
- Current demographic data about local LEP populations
- Printed LEP materials
- How to handle verbal requests for transit service in a foreign language
- How to handle emergency situations requiring translation
- Responsibility to notify management regarding unmet LEP needs

MET Transit will endeavor to update this Language Assistance program, as needed, with each revision of the Title VI plan based upon feedback received via public outreach and direct comment from the public,

as well as metrics recorded by MET Transit to assess the plan directly (including number of LEP persons served each year and number of requests for language assistance received).

XII - Aviation & Transit Advisory Board

BMCC Section 5-201 – 204 created an Aviation and Transit Board. The Aviation and Transit Board shall be composed of seven members, each serving four-year terms, each of whom will possess the qualifications for the office required for the office of Mayor and shall be appointed by the Mayor with the consent of the Council. The City encourages participation of minorities and all individuals, and does not on the grounds of race, color, or national origin, "deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program" (Title 49 CFR Section 21.5(b)(1)(vii). When vacancies on the board occur, the opportunity to apply is advertised in the local paper and on the City of Billings website; further advertising is posted, in both English and Spanish, on the MET Transit website and social media, at transit facilities, and on-board transit vehicles.

The Board shall be a citizen's advisory board to the City Council to aid the City Council in formulating City policy in matters pertaining to the MET Transit System, Airport and the concomitant properties. The primary responsibility of the Board is to review existing and proposed City policies and to review City department activities to ensure that City policies are being implemented and carried out, and further, to report any shortcomings and make recommendations to the City Council.

The Board meets monthly, and meetings are open to the public. Meeting dates are advertised two weeks in advance on MET Transit's website and in *Yellowstone County News.*

Body	Caucasian	Native American	African American	Asian American	Other or Two or More Races
Total Population	86.87%	4.30%	1.04%	0.88%	6.91%
Hispanic (7.05% of Total)	3.34%	0.34%	0.51%	0.01%	2.85%
Non-Hispanic (92.95% of Total)	83.52%	3.96%	0.53%	0.87%	4.08%
Aviation & Transit Committee	100%	0%	0%	0%	0%

*Currently 3 of 7 board members are female.

XIII - Service Standards and Policies

MET Transit operates under established service guidelines and performance measures to ensure equitable access and service efficiency across its system. The guidelines are aligned with FTA Title VI requirements.

VEHICLE LOAD

Standard

The vehicle load factor is the ratio of number of seats to number of passengers on each trip. At this time none of MET's buses exceed their capacity. Typically, all passengers are able to utilize a seat during their trip. The load factors in the MET Transit system are all less than 1:1. Route headways vary between 15 and 60 minutes, depending on the route and time of day. MET does not differentiate between peak and off-peak hours.

Policy

Service frequencies are adjusted to ensure that the maximum load standards are met whenever possible.

Methodology

The Weekly Vehicle Load Factor (Table 1) details the average weekly load factor for all MET routes.

Comparison to Service Standard

The table shows a load factor of less than 1:1 for all routes. These load factors compare very favorably to the standard of 1:1.

WEEKLY VEHICLE LOAD FACTOR

Table 1

ROUTE	NUMBER OF SEATS	AVG. NUMBER OF PASSENGERS	LOAD FACTOR
1 - Downtown Circulator	7,420	453	0.06
3 - Crosstown	4,060	469	0.12
5 – Grand (A&B)	8,120	1,578	0.19
7 - Broadwater	4,060	506	0.12
9 - Central South (A&B)	8,120	1,239	0.15
10 -Southside	4,060	671	0.17
13 – King Ave West	4,060	574	0.14
16 - Heights to Downtown	4,060	1,050	0.26
18 - Heights West	3,360	395	0.12
18 - Heights East	3,500	226	0.06
19 - Midtown	4,060	355	0.09
21 - North Westend	3,080	316	0.10
23 – South Westend	980	61	0.06

VEHICLE ASSIGNMENT

Standard

The MET's Maintenance and Road Supervisors are responsible for assigning vehicles to routes. Assignments are made each night from a vehicle list indicating buses available for all day runs and adjusted as needed in the morning. The Maintenance Department is responsible for ensuring that there are a sufficient number of vehicles available to provide service on all routes and to schedule vehicles for regular maintenance.

Policy

MET has a 25-bus fleet, operating 14 buses on weekdays and 7 buses on Saturdays. MET currently has 17 Eldorado National California (ENC) 32-foot diesel buses, four (4) Gillig 35-foot diesel buses, and four (4) Gillig 35-foot battery-electric buses. All buses are ADA accessible. The larger 35-foot Gillig buses are typically placed on higher ridership routes to accommodate larger loads.

Methodology

MET Fleet Roster (Table 2) provides an overview of the fleet, including the age of a bus and seating capacity.

Comparison to Service Standard

All bus equipment is used to serve minority and low-income areas.

FLEET ROSTER

Table 2

# IN FLEET	UNIT NUMBERS/MAKE	YEAR	SEATING CAPACITY
17	1826-1842/ENC	2021	26 SEATS EACH
4	1843-1846/GILLIG	2023	31 SEATS EACH
4	1847-1850/GILLIG	2024	31 SEATS EACH

VEHICLE HEADWAY

Standard

Vehicle headway is defined as a measurement of the time interval between two vehicles traveling in the same direction on the same route.

Vehicle headways are determined by route (see Table 3). MET service includes 15-, 30-, and 60-minute headways.

MET does not differentiate between peak and off-peak service.

Policy

MET's policy is to provide a level of service that meets the service demand as measured by ridership, vehicle load factors and population density. Vehicle load factors at maximum load points are used to determine the individual routes' headway.

Methodology

Vehicle headway is outlined in Table 3. All bus equipment is used to serve minority and low-income areas.

Comparison to Service Standard

All bus equipment is used to serve minority areas. Thus, vehicle headways are based on ridership and passenger demand, transit/pedestrian friendly streets, and land use connectivity, and not based on race, income, or other Title VI population groups.

MET TRANSIT VEHICLE HEADWAYS

Table 3

ROUTE	HEADWAY	WEEKDAYS	SATURDAYS
1 - Downtown Circulator	15 minutes -30 minutes to Airport 5 times/day	5:45 am – 8:15 pm;	No Service.
3 - Crosstown	60 minutes	5:45 am – 8:15 pm	8:00 am – 6:00 pm
5 – Grand (2 buses)	30 minutes	5:45 am – 8:15 pm	8:00 am – 6:00 pm (1 bus)
7 - Broadwater	60 minutes	5:45 am – 8:15 pm	No Service.
9 - Central South (2 buses)	30 minutes	5:45 am – 8:15 pm	*60 mins*: 8:00 am – 6:00 pm (1 bus)
10 -Southside	60 minutes	5:45 am – 8:15 pm	No Service.
13 – King Ave West	30 minutes	5:45 am – 8:15 pm	8:00 am – 6:00 pm
16 - Heights to Downtown	30 minutes	5:45 am – 8:15 pm	8:00 am – 6:00 pm
18 - Heights East	30 minutes/60 minutes	*30 mins*: 5:45 am – 9:00 am; 2:00 pm – 8:15 pm *60 mins*: 9:30 am – 2:00 pm	*60 mins*: 8:00 am – 6:00 pm (alternates with Heights West)
18 - Heights West	30 minutes/60 minutes	*30 mins*: 5:45 am – 8:30 am; 2:00 pm – 8:15 pm *60 mins*: 9:00 am – 2:00 pm	*60 mins*: 8:00 am – 6:00 pm (alternates with Heights East)
19 - Midtown	60 minutes	5:45 am – 8:15 pm	No Service.
21 - North Westend	30 minutes/60 minutes	5:45 am – 8:15 pm; alternates with South Westend 7 runs/day	No Service.
23 – South Westend	60 minutes	8:45 am – 1:45 pm; 4:45 pm	No Service.

DISTRIBUTION OF TRANSIT AMENITIES

MET's routes run through all demographics within the community and the majority of the routes pulse at either the Downtown Transfer Center or Stewart Park Transfer Center, or both. Passengers are able to transfer buses, wait in the buses for a short layover period, obtain route information, purchase a bus pass at a ticket vending machine, and review posted Title VI rights. Transit amenities are distributed system-wide based on ridership, availability of right-of-way, proximity to the medical corridor, schools, community centers, and when requested by staff and the public.

MET provides a wide array of transit amenities for its passengers to provide comfort, convenience, and safety. These amenities include bus shelters, benches, and signage posted with route-specific information.

Additional amenities include a voice annunciator system on the fixed-route system that announces on-board passenger alerts and current and upcoming stops in coordination with LED signage. MET's digital fare application, Umo, provides trip planning capabilities, and allows passengers to check account balances and purchase bus passes from a mobile device, computer, or ticket vending machine located at both Transfer Centers. MET's mobile application, Passio Go, allows riders to visually track the bus through any mobile device, and provides push notifications for up-to-date detours and route changes. MET also recently integrated with Google Maps to make trip planning easier.

Standard

Transit bus stop amenities refer to items of comfort and convenience available to the general riding public, such as passenger shelters and benches.

- *Bus Shelters*: Currently, MET Transit provides bus shelters along many routes. Several factors help determine whether a bus stop will receive a shelter. These factors include daily ridership per bus stop, availability of right-of-way, passenger demand, the need for added protection from inclement weather, infrastructure allowance, proximity to schools, grocery stores, medical corridor, etc., and concentration of elderly or disabled passengers in the area. Currently there are 17 shelters located along MET routes, with plans to increase this number in the future, when funding allows.

- *Bus Benches*: Like shelters, several factors help determine the placement of bus benches. These factors include ridership volume, availability of right-of-way, visual impact of the bench for advertising, and concentration of elderly or disabled passengers in the area. Currently, there are 216 benches along MET routes.

Policy

It is the policy of MET to distribute its transit amenities in a manner to serve a maximum number of customers. Prior to October 2023, MET operated a flag-stop system, and amenities were placed along MET fixed-routes where requested, needed, and to maximize advertising revenue that was managed by a concessionaire. In preparation for a major service change in October 2023, MET's bus stop amenities were moved to designated stops and are continuously re-evaluated based on boardings at bus stops along routes.

Methodology

Table 4 displays the total number of designated stops per route with associated amenities.

Appendix C includes a list of current locations of all bus shelters and bus benches on MET fixed routes.

Table 4

Route	Sign Only	Bench	Shelter	Shelter & Bench	Designated Stops
1 – Downtown Circulator	4	13	2	1	20
3 – Crosstown	20	23	4	1	48
5 – Grand	15	29	2	0	46
7 – Broadwater	23	24	0	0	47
9 – Central South	32	21	2	0	55
10 – Southside	27	18	0	0	45
13 – King Ave West	7	14	1	0	22
16 – Heights to Downtown	13	14	1	1	29
18 – Heights East/West	39	10	0	0	49
19 – Midtown	17	11	1	0	29
21 – North Westend	8	25	1	0	34
23 – South Westend	12	11	0	0	23
Total:	**217**	**213**	**14**	**3**	**447**

Comparison to Service Standard

MET has communicated the need for equitable placement of amenities and will continue to monitor these placements.

ON-TIME PERFORMANCE

Standard

MET operates on a pulse system. This means that one set of buses arrives and departs the Transfer Centers at the same time and then a second set of buses arrives and departs the Transfer Centers. A vehicle is considered on time if it departs the Transfer Center no more than five minutes late. It is also unacceptable for vehicles to depart the Transfer Center ahead of schedule.

While there are posted time points along each route, on-time performance is primarily measured at the Transfer Centers. Due to the fact that the majority of transfers are conducted at the Transfer Centers, it is imperative for the efficient operation of the system that vehicles are “on-time” at the Transfer Centers to accommodate those transfers.

Policy

MET’s on-time performance objective is 90% or greater.

Methodology

MET currently tracks this data through security cameras on all buses, along with the Automatic Vehicle Locator (AVL) system on all buses. This equipment provides a record of the length of time for each trip.

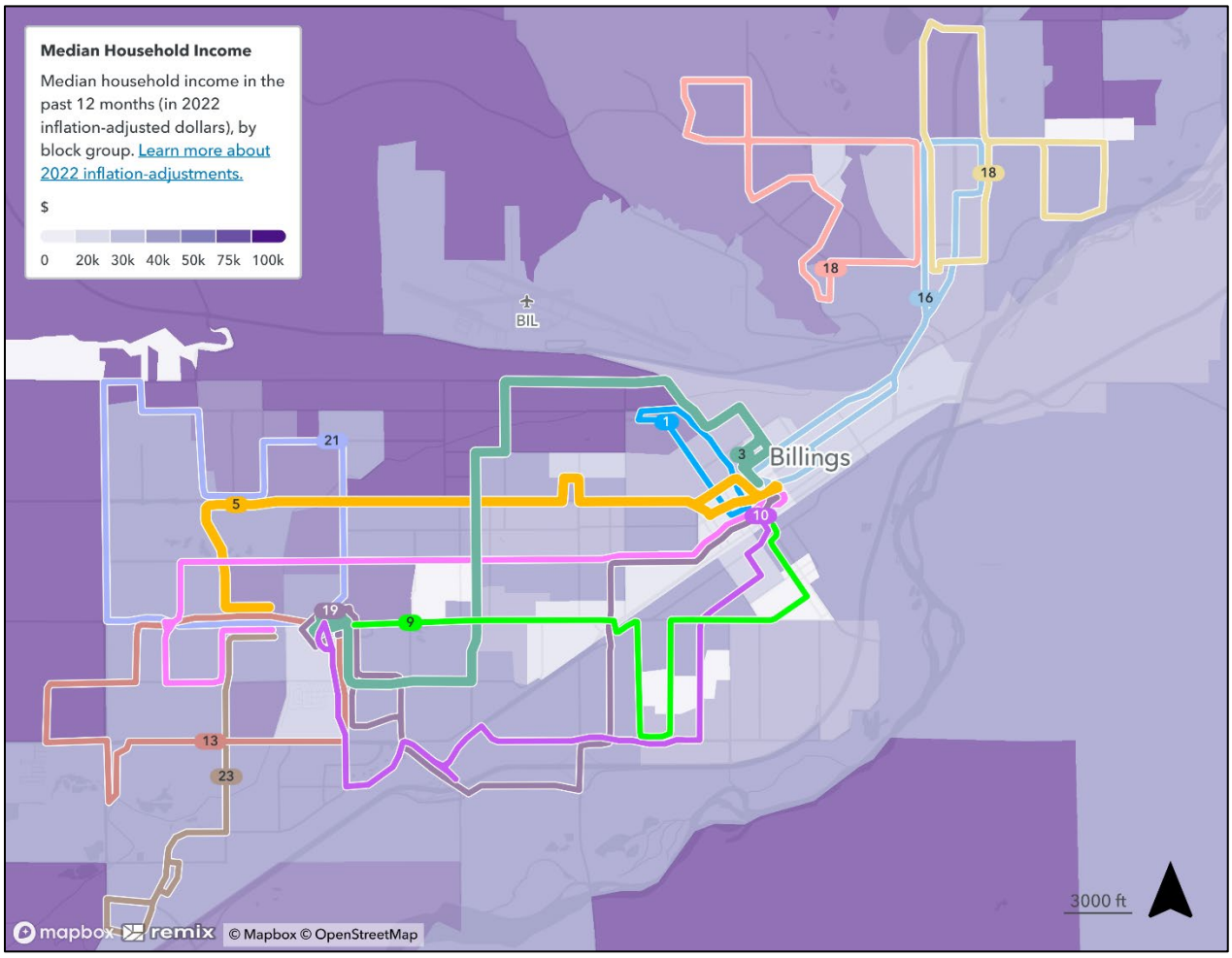
Comparison to Service Standard

Currently all buses on each route maintains its on-time performance. Adjustments are made whenever it is deemed necessary.

TRANSIT ACCESS

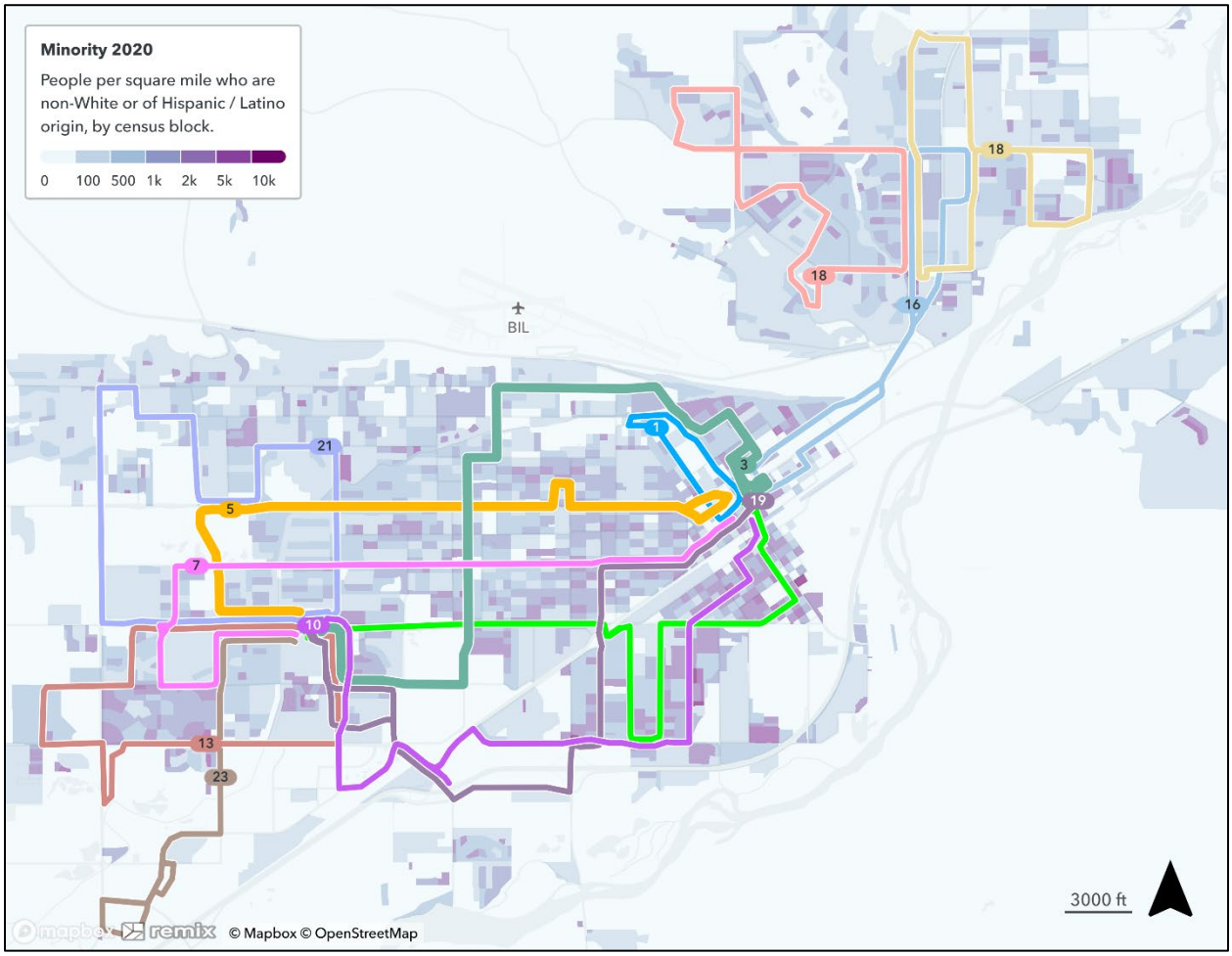
Standard

MET routes were designed to distribute and provide service equitably throughout the City. MET routes are situated so that the majority of residents are within a ¼ mile walk of bus service. Additionally, the highest concentration of low-income population exists in the southern portion of the city and three of MET's routes serve that area.



Policy

When providing transit service to an area, it is the policy of MET to provide service that is most helpful to the largest populations of Billings' low income and minority districts.



Methodology

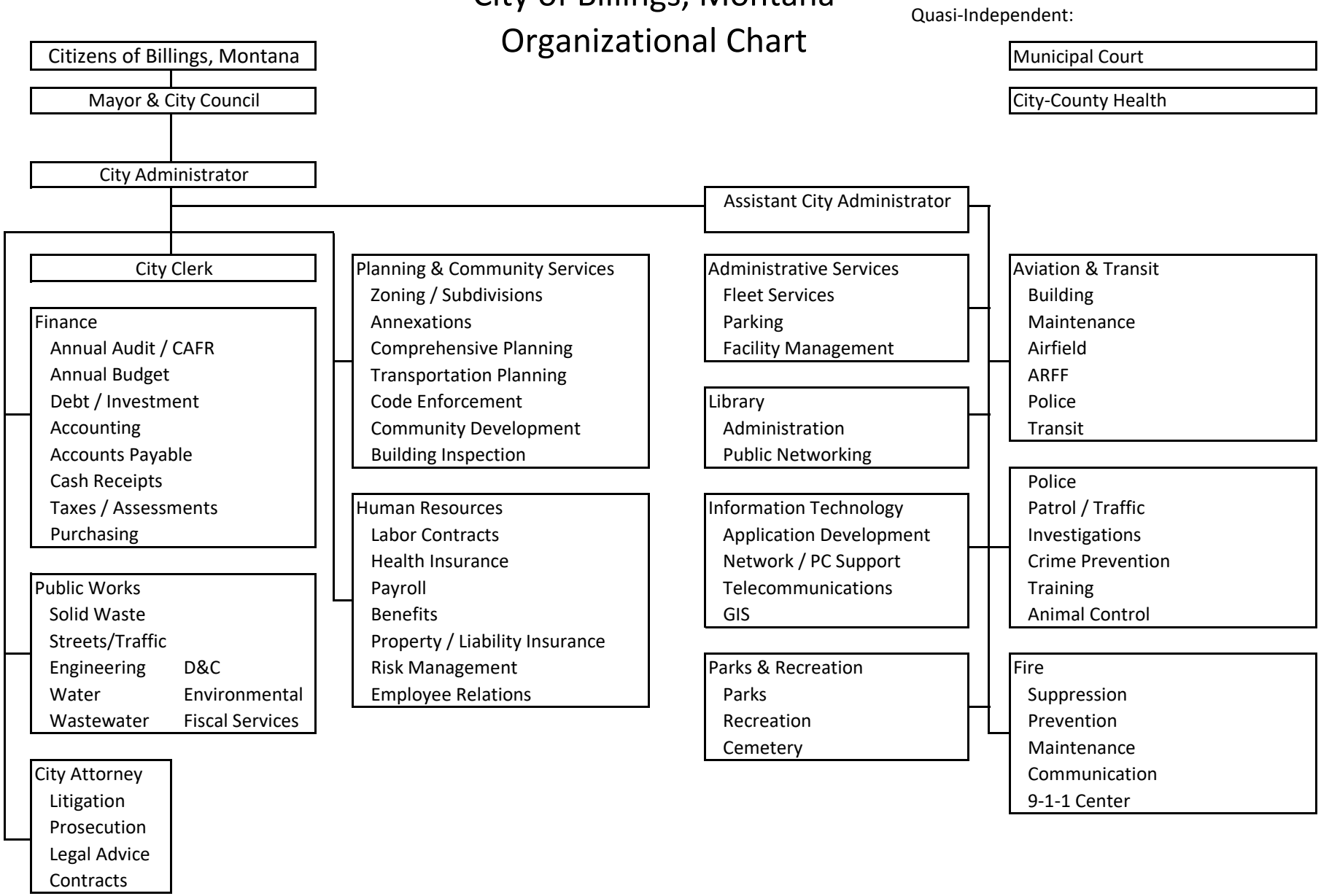
Demographic profile maps indicate that the MET routes service these targeted populations.

Comparison to Service Standard

The City of Billings has an 86.26% Caucasian population, 4.4% Native American population, 1.02% Black/African American, and 8.32% other population (Asian, Native Hawaiian, and other races) with 7.19% of the population identifying as Hispanic. All MET buses are equipped with wheelchair lifts and all of the routes are distributed equitably throughout the City providing equal access to all riders.

APPENDIX A

City of Billings, Montana Organizational Chart



APPENDIX B

MET Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or be subject to discrimination in the receipt of its services or programs on the basis of race, color or national origin or any other characteristics protected by law, including Title VI of the Civil Rights Act of 1964, as amended. Further, under the Americans with Disabilities Act (ADA) of 1990, no entity shall discriminate against an individual with a physical or mental disability in connection with the provision of transportation service.

To obtain more information on MET Transit's nondiscrimination obligations or to file a Title VI complaint, contact Rusty Logan, Assistant Transit Director, at 406-657-8218 or fax 406-657-8419. You may file a written complaint no later than 180 days after the date of the alleged discriminate at:

Rusty Logan
Assistant Transit Director
City of Billings MET Transit
1705 Monad Rd
Billings, MT 59101

MET Transit es cometido al contrato de un seguro que ninguna persona es excluida de la participación en, o negada los beneficios de, o ser sujeta a la discriminación en el recibo de sus servicios o programas sobre la base de raza, color o origen en nacional o cualquier otra característica protegida según la ley, incluso el Título VI del Acto de Derechos Civil de 1964, como enmendado. Adelante, bajo el Acto de Americanos con Discapacidades (ADA) de 1990, ninguna entidad discriminará a un individuo con una discapacidad física o mental en relación a la provisión del servicio de transporte.

Para obtener más información en las obligaciones de no discriminación del MET Transit o archivar una queja de Título VI, póngase en contacto con Rusty Logan, Subdirector de Transito en 406-657-8218 o el fax 406-657-8419. Usted puede presentar una demanda escrita no más tarde que 180 días después de que la fecha del presunto discrimina en:

Rusty Logan
Assistant Transit Director
City of Billings MET Transit
1705 Monad Rd
Billings, MT 59101

APPENDIX C - BUS STOPS BY NUMERICAL ORDER

ROUTE	BUS STOP #	CURRENT AMENITY	LOCATION OF STOP
1 Downtown Circulator	0101	Bench	North 27th Street and 4th Avenue North
3 Crosstown 2 (Outbound)	0101		North 27th Street and 4th Avenue North
1 Downtown Circulator	0102	Bench	North 27th Street and 8th Avenue North
1 Downtown Circulator	0103	Bench	North 27th Street and 9th Avenue North
1 Downtown Circulator	0104	Bench	North 27th Street and 11th Avenue North
1 Downtown Circulator	0105	Bench	North 27th Street and 12th Avenue North
3 Crosstown 2 (Outbound)	0105		North 27th Street and 12th Avenue North
3 Crosstown 2 (Outbound)	0106	Bench	North 27th Street and Poly Drive E
1 Downtown Circulator	0106		North 27th Street and Poly Drive E
1 Downtown Circulator	0107	Sign Only	Airport - Terminal Circle
1 Downtown Circulator	0108	Shelter	Skyline Trail
3 Crosstown (Inbound)	0109	Shelter	North 27th Street at MSU-Billings
1 Downtown Circulator	0109		North 27th Street at MSU-Billings
3 Crosstown (Inbound)	0110	Bench	North 27th Street and Poly Drive
1 Downtown Circulator	0110		North 27th Street and Poly Drive
1 Downtown Circulator	0111	Bench	Poly Drive at MSU-Billings
1 Downtown Circulator	0112	Shelter & Bench	Poly Avenue and Ash Street
1 Downtown Circulator	0113	Bench	North 30th Street and 12th Avenue North
1 Downtown Circulator	0114	Bench	North 30th Street and 11th Avenue North
1 Downtown Circulator	0115	Bench	North 30th Street and 10th Avenue North
1 Downtown Circulator	0116	Bench	North 30th Street and 9th Avenue North
1 Downtown Circulator	0117	Bench	North 30th Street and 7th Avenue North
1 Downtown Circulator	0118	Sign Only	North 30th Street and 4th Avenue North
1 Downtown Circulator	0119	Sign Only	North 30th Street and 3rd Avenue North
1 Downtown Circulator	0120	Sign Only	2nd Avenue North & North 29th Street
19 Midtown (Inbound)	0120		2nd Avenue North & North 29th Street
3 Crosstown 2 (Outbound)	0302	Sign Only	7th Avenue North and North 26th Street
3 Crosstown 2 (Outbound)	0303	Shelter	North 25th Street and 7th Avenue North
3 Crosstown 2 (Outbound)	0304	Sign Only	8th Avenue North and North 22nd Street
3 Crosstown 2 (Outbound)	0305	Sign Only	North 22nd Street and 11th Avenue North
3 Crosstown 2 (Outbound)	0306	Bench	11th Avenue North and North 27th Street
3 Crosstown 2 (Outbound)	0309	Bench	Rimrock Road and Yucca Street
3 Crosstown 2 (Outbound)	0310	Sign Only	Rimrock Road and Virginia Lane
3 Crosstown 2 (Outbound)	0311	Sign Only	Rimrock Road and Upper Highwood Drive
3 Crosstown 2 (Outbound)	0312	Sign Only	Rimrock Road and Illinois Street
3 Crosstown 2 (Outbound)	0313	Sign Only	13th Street West and Poly Drive
3 Crosstown 2 (Outbound)	0314	Bench	13th Street West and Parkhill Drive
3 Crosstown 2 (Outbound)	0315	Sign Only	Parkhill Drive and 15th Street West
3 Crosstown 2 (Outbound)	0316	Bench	15th Street West and Avenue D
3 Crosstown 2 (Outbound)	0317	Shelter	15th Street West and Avenue B
3 Crosstown 2 (Outbound)	0318	Bench	15th Street West and Lewis Avenue
3 Crosstown 2 (Outbound)	0319	Bench	15th Street West and Broadwater Avenue
3 Crosstown 2 (Outbound)	0320	Bench	15th Street West and Miles Avenue
3 Crosstown 2 (Outbound)	0321	Bench	15th Street West and Central Avenue
3 Crosstown 2 (Outbound)	0322	Sign Only	Regal Street and Industrial Avenue
3 Crosstown 2 (Outbound)	0323	Shelter & Bench	METroplex - 1705 Monad Road
3 Crosstown 2 (Outbound)	0324	Bench	Monad Road and South 19th Street West
3 Crosstown 2 (Outbound)	0325	Sign Only	Monad Road and Monterey Drive
3 Crosstown 2 (Outbound)	0326	Bench	Monad Road and 24th Street West

3 Crosstown 2 (Outbound)	0326		24th Street West and Mall Drive
3 Crosstown (Inbound)	0329	Shelter	Monad Road and 24th Street West
19 Midtown (Inbound)	0329		Monad Road and 24th Street West
3 Crosstown (Inbound)	0330	Sign Only	Monad Road and South 21st Street West
19 Midtown (Inbound)	0330		Monad Road and South 21st Street West
3 Crosstown (Inbound)	0331	Bench	Monad Road and South 19th Street West
3 Crosstown (Inbound)	0332	Sign Only	Monad Road and 17th Street West
3 Crosstown (Inbound)	0333	Sign Only	Regal Street and Industrial Avenue
3 Crosstown (Inbound)	0334	Sign Only	Regal Street and Concord Drive
3 Crosstown (Inbound)	0335	Bench	15th Street West and Miles Avenue
3 Crosstown (Inbound)	0336	Bench	15th Street West and Broadwater Avenue
3 Crosstown (Inbound)	0337	Bench	15th Street West and Lewis Avenue
3 Crosstown (Inbound)	0338	Bench	Grand Avenue and 15th Street West
3 Crosstown (Inbound)	0339	Bench	15th Street West and Avenue D
3 Crosstown (Inbound)	0340	Bench	15th Street West and Parkhill Drive
3 Crosstown (Inbound)	0341	Bench	Parkhill Drive and 13th Street West
3 Crosstown (Inbound)	0342	Bench	13th Street West and Poly Drive
3 Crosstown (Inbound)	0343	Bench	13th Street West and Rimrock Road
3 Crosstown (Inbound)	0344	Bench	Rimrock Road and Michigan Street
3 Crosstown (Inbound)	0345	Sign Only	Rimrock Road and Highwood Drive
3 Crosstown (Inbound)	0346	Sign Only	Rimrock Road and Virginia Lane
3 Crosstown (Inbound)	0347	Bench	13th Street West and Crawford Drive E
3 Crosstown 2 (Outbound)	0348	Bench	13th Street West and Crawford Drive W
3 Crosstown (Inbound)	0349	Sign Only	11th Avenue North and North 27th Street
3 Crosstown (Inbound)	0350	Sign Only	11th Avenue North and North 22nd Street
3 Crosstown (Inbound)	0351	Sign Only	North 22nd Street and 8th Avenue North
16 Heights to Downtown	0352	Sign Only	North 26th Street and 6th Avenue North
3 Crosstown (Inbound)	0352		North 26th Street and 6th Avenue North
5 Grand 2 (Inbound)	0353	Shelter	North 23rd Street and 4th Avenue North
16 Heights to Downtown	0353		North 23rd Street and 4th Avenue North
3 Crosstown (Inbound)	0353		North 23rd Street and 4th Avenue North
5 Grand (Outbound)	0502	Sign Only	6th Avenue North and North 28th Street
5 Grand (Outbound)	0503	Bench	6th Avenue North and North 30th Street
5 Grand (Outbound)	0504	Bench	6th Avenue North and North 32nd Street
5 Grand (Outbound)	0505	Bench	Grand Avenue and 3rd Street West
5 Grand (Outbound)	0506	Sign Only	Grand Avenue and Virginia Lane
5 Grand (Outbound)	0507	Shelter	Grand Avenue and 8th Street West
5 Grand (Outbound)	0508	Sign Only	825 Avenue D - Pleasant View Apts
5 Grand (Outbound)	0510	Bench	Grand Avenue and 11th Street West NE
5 Grand (Outbound)	0511	Bench	Grand Avenue & 13th Street West Outbound
5 Grand (Outbound)	0512	Bench	Grand Avenue and 15th Street West
5 Grand (Outbound)	0513	Shelter	Grand Avenue and 17th Street West
5 Grand (Outbound)	0514	Bench	Grand Avenue and 19th Street West
5 Grand (Outbound)	0515	Sign Only	Grand Avenue and 21st Street West
5 Grand (Outbound)	0516	Sign Only	Grand Avenue and 25th Street West
5 Grand (Outbound)	0517	Sign Only	Grand Avenue and Forest Park Drive
5 Grand (Outbound)	0518	Bench	Grand Avenue and Rehberg Lane
5 Grand (Outbound)	0519	Bench	Grand Avenue and 32nd Street West
5 Grand (Outbound)	0520	Bench	Zimmerman Trail and Grand Avenue
5 Grand (Outbound)	0521	Bench	Zimmerman Trail and Broadwater Avenue
5 Grand (Outbound)	0522	Bench	32nd Street West and Saint John's Avenue
5 Grand (Outbound)	0523	Sign Only	Central Ave and 31st Street West at Hunter's Point
13 King Ave West	0523		Central Ave and 31st Street West at Hunter's Point

7 Broadwater (Outbound)	0523		Central Ave and 31st Street West at Hunter's Point
23 South Westend Loop	0523		Central Ave and 31st Street West at Hunter's Point
5 Grand (Outbound)	0524	Bench	Central Avenue and Brookshire Boulevard
13 King Ave West	0524		Central Avenue and Brookshire Boulevard
7 Broadwater (Outbound)	0524		Central Avenue and Brookshire Boulevard
23 South Westend Loop	0524		Central Avenue and Brookshire Boulevard
5 Grand 2 (Inbound)	0525	Bench	Grand Avenue and 18th Street West
5 Grand (Outbound)	0526	Sign Only	Grand Avenue and 9th Street West
5 Grand 2 (Inbound)	0527	Sign Only	Grand Avenue and 11th Street West SW
5 Grand 2 (Inbound)	0528	Sign Only	32nd Street West and Saint John's Avenue
5 Grand 2 (Inbound)	0529	Bench	32nd Street West and Broadwater Avenue
5 Grand 2 (Inbound)	0530	Bench	Zimmerman Trail and Grand Avenue
5 Grand 2 (Inbound)	0531	Sign Only	9th Street West and Avenue B
5 Grand 2 (Inbound)	0532	Bench	Grand Avenue and Rehberg Lane
5 Grand 2 (Inbound)	0533	Bench	Grand Avenue and 28th Street West
5 Grand 2 (Inbound)	0534	Bench	Grand Avenue and 26th Street West
5 Grand 2 (Inbound)	0535	Sign Only	Grand Avenue and 24th Street West
5 Grand 2 (Inbound)	0536	Bench	Grand Avenue and 21st Street West
5 Grand 2 (Inbound)	0537	Bench	Grand Avenue and 19th Street West
5 Grand 2 (Inbound)	0538	Bench	Grand Avenue and 17th Street West
5 Grand 2 (Inbound)	0539	Bench	Grand Avenue and 15th Street West
5 Grand 2 (Inbound)	0540	Bench	Grand Avenue and 13th Street West Inbound
5 Grand 2 (Inbound)	0543	Sign Only	Avenue D and 8th Street West
5 Grand 2 (Inbound)	0544	Sign Only	Grand Avenue and 7th Street West
5 Grand 2 (Inbound)	0545	Bench	Grand Avenue and Virginia Lane
5 Grand 2 (Inbound)	0546	Bench	Grand Avenue and 3rd Street West
5 Grand 2 (Inbound)	0547	Bench	Grand Avenue and Division Street
5 Grand 2 (Inbound)	0548	Bench	4th Avenue North and North 30th Street
5 Grand 2 (Inbound)	0549	Sign Only	4th Avenue North and North Broadway
5 Grand (Outbound)	0550	Bench	Grand Avenue and 18th Street West
7 Broadwater (Outbound)	0701	Sign Only	1st Avenue North and North 27th Street (Midblock)
19 Midtown 2 (Outbound)	0701		1st Avenue North and North 24th Street
7 Broadwater (Outbound)	0702	Sign Only	1st Avenue North and North 30th Street
19 Midtown 2 (Outbound)	0702		1st Avenue North and North 30th Street
7 Broadwater (Outbound)	0703	Sign Only	1st Avenue North and North 32nd Street
19 Midtown 2 (Outbound)	0703		1st Avenue North and North 32nd Street
7 Broadwater (Outbound)	0704	Sign Only	1st Avenue North and North 34th Street
19 Midtown 2 (Outbound)	0704		1st Avenue North and North 34th Street
7 Broadwater (Outbound)	0705	Sign Only	Broadwater Avenue and 1st Street West NE
19 Midtown 2 (Outbound)	0705		Broadwater Avenue and 1st Street West NE (Added Aug 2024)
7 Broadwater (Outbound)	0706	Sign Only	Broadwater Avenue and 3rd Street West NE
19 Midtown 2 (Outbound)	0706		Broadwater Avenue and 3rd Street West NE (Added Aug 2024
7 Broadwater (Outbound)	0707	Bench	Broadwater Avenue and 5th Street West NE
19 Midtown 2 (Outbound)	0707		Broadwater Avenue and 5th Street West NE (Added Aug 2024)
7 Broadwater (Outbound)	0708	Bench	Broadwater Avenue and 8th Street West
7 Broadwater (Outbound)	0709	Sign Only	Broadwater Avenue and 10th Street West
7 Broadwater (Outbound)	0710	Sign Only	Broadwater Avenue and 12th Street West
7 Broadwater (Outbound)	0711	Bench	Broadwater Avenue & 14th Street West
7 Broadwater (Outbound)	0712	Bench	Broadwater Avenue and 17th Street West
7 Broadwater (Outbound)	0713	Bench	Broadwater Avenue & 19th Street West
7 Broadwater (Outbound)	0714	Bench	Broadwater Avenue and 22nd Street West
7 Broadwater (Outbound)	0715	Bench	Broadwater Avenue and 24th Street West
7 Broadwater (Outbound)	0716	Sign Only	Broadwater Avenue and 26th Street West

7 Broadwater (Outbound)	0717	Bench	Broadwater Avenue and Parkview Drive
7 Broadwater (Outbound)	0718	Sign Only	Broadwater Avenue and 31st Street West
7 Broadwater (Outbound)	0719	Bench	Broadwater Avenue and Zimmerman Trail
7 Broadwater (Outbound)	0720	Sign Only	35th Street West and Broadwater Avenue
7 Broadwater (Outbound)	0721	Sign Only	35th Street West and Cook Avenue
7 Broadwater (Outbound)	0722	Bench	35th Street West and Central Avenue
7 Broadwater (Outbound)	0723	Sign Only	36th Street West and Crater Lake Avenue
7 Broadwater (Outbound)	0724	Bench	36th St W & Monad Rd
7 Broadwater (Outbound)	0725	Bench	Monad Road and 32nd Street West
7 Broadwater 2 (Inbound)	0729	Bench	Monad Road and Cape Cod Drive
7 Broadwater 2 (Inbound)	0730	Bench	Monad Road and 36th Street West
7 Broadwater 2 (Inbound)	0731	Sign Only	36th Street West and Crater Lake Avenue
7 Broadwater 2 (Inbound)	0732	Sign Only	36th Street West and Central Avenue
7 Broadwater 2 (Inbound)	0733	Sign Only	35th Street West and Cook Avenue
7 Broadwater 2 (Inbound)	0734	Bench	35th Street West and Broadwater Avenue
7 Broadwater 2 (Inbound)	0735	Bench	Broadwater Avenue and Zimmerman Trail
7 Broadwater 2 (Inbound)	0736	Sign Only	Broadwater Avenue and 31st Street West
7 Broadwater 2 (Inbound)	0737	Bench	Broadwater Ave and 29th Street West
7 Broadwater 2 (Inbound)	0738	Sign Only	Broadwater Avenue and 26th Street West
7 Broadwater 2 (Inbound)	0739	Bench	Broadwater Avenue and 24th Street West
7 Broadwater 2 (Inbound)	0740	Bench	Broadwater Avenue and Houle Drive
7 Broadwater 2 (Inbound)	0741	Bench	Broadwater Avenue and 19th Street West
7 Broadwater 2 (Inbound)	0742	Sign Only	Broadwater Avenue and 16th Street West
7 Broadwater 2 (Inbound)	0743	Bench	Broadwater Avenue and 14th Street West
7 Broadwater 2 (Inbound)	0744	Sign Only	Broadwater Avenue and 11th Street West
7 Broadwater 2 (Inbound)	0745	Bench	Broadwater Avenue and 8th Street West
7 Broadwater 2 (Inbound)	0746	Bench	Broadwater Avenue and 5th Street West SW
19 Midtown (Inbound)	0746		Broadwater Avenue and 5th Street West SW (Added Aug 2024)
7 Broadwater 2 (Inbound)	0747	Sign Only	Broadwater Avenue and 3rd Street West SW
19 Midtown (Inbound)	0747		Broadwater Avenue and 3rd Street West SW (Added Aug 2024)
7 Broadwater 2 (Inbound)	0748	Sign Only	Broadwater Avenue and 1st Street West SW
19 Midtown (Inbound)	0748		Broadwater Avenue and 1st Street West SW (Added Aug 2024)
7 Broadwater 2 (Inbound)	0749	Sign Only	2nd Avenue North and North 34th Street
19 Midtown (Inbound)	0749		2nd Avenue North and North 34th Street
7 Broadwater 2 (Inbound)	0750	Bench	2nd Avenue North and North 32nd Street
19 Midtown (Inbound)	0750		2nd Avenue North and North 32nd Street
9 Central South 2 (Outbound)	0901	Bench	North 27th Street and 1st Avenue North
10 Southside (Outbound)	0901		North 27th Street and 1st Avenue North
9 Central South 2 (Outbound)	0902	Bench	South 27th Street and 1st Avenue South
11 Southside (Outbound)	0902		South 27th Street and 1st Avenue South
9 Central South 2 (Outbound)	0903	Sign Only	South 28th Street and 5th Avenue South
9 Central South 2 (Outbound)	0904	Sign Only	South 28th Street and 8th Avenue South
9 Central South 2 (Outbound)	0905	Sign Only	9th Avenue South and South 30th Street
9 Central South 2 (Outbound)	0906	Sign Only	9th Avenue South and State Avenue
9 Central South 2 (Outbound)	0907	Sign Only	State Avenue and Washington Street
9 Central South 2 (Outbound)	0908	Sign Only	State Avenue and 4th Avenue South
9 Central South 2 (Outbound)	0909	Sign Only	Hallowell Lane and State Avenue
9 Central South 2 (Outbound)	0910	Sign Only	Hallowell Lane and Cecropia Avenue
9 Central South 2 (Outbound)	0911	Sign Only	Hallowell Lane and Vaughn Lane
9 Central South 2 (Outbound)	0912	Sign Only	Hallowell Lane and Morgan Avenue
9 Central South 2 (Outbound)	0913	Sign Only	Hallowell Lane and Stone Street
9 Central South 2 (Outbound)	0914	Bench	Hallowell Lane and King Avenue East
9 Central South 2 (Outbound)	0915	Bench	King Avenue East and Orchard Lane

10 Southside (Outbound)	0915		King Avenue East and Orchard Lane
9 Central South 2 (Outbound)	0917	Sign Only	Orchard Lane and Stone Street
9 Central South 2 (Outbound)	0918	Sign Only	Orchard Lane and Morgan Avenue
9 Central South 2 (Outbound)	0919	Sign Only	Orchard Lane and Vaughn Lane
9 Central South 2 (Outbound)	0920	Sign Only	Orchard Lane and Frances Avenue
9 Central South 2 (Outbound)	0921	Bench	Central Avenue and 6th Street West
9 Central South 2 (Outbound)	0922	Bench	Central Avenue and 8th Street West
9 Central South 2 (Outbound)	0923	Bench	Central Avenue and Moore Lane
9 Central South 2 (Outbound)	0924	Bench	Central Avenue and 12th Street West
9 Central South 2 (Outbound)	0925	Bench	Central Avenue and 15th Street West
9 Central South 2 (Outbound)	0926	Bench	Central Avenue and 19th Street West
9 Central South 2 (Outbound)	0927	Bench	Central Avenue and Santa Fe Drive
9 Central South 2 (Outbound)	0928	Bench	Central Avenue and 24th Street West
9 Central South (Inbound)	0929	Bench	24th Street West and Central Avenue
9 Central South (Inbound)	0930	Bench	Central Avenue and Santa Fe Drive
9 Central South (Inbound)	0931	Bench	Central Avenue and 19th Street West
9 Central South (Inbound)	0932	Sign Only	Central Avenue and 15th Street West
9 Central South (Inbound)	0933	Bench	Central Avenue and 12th Street West
9 Central South (Inbound)	0934	Sign Only	Central Avenue and Moore Lane
9 Central South (Inbound)	0935	Sign Only	Central Avenue and 8th Street West
9 Central South (Inbound)	0936	Bench	Central Avenue and 6th Street West
9 Central South (Inbound)	0937	Bench	State Avenue and Orchard Lane
9 Central South (Inbound)	0938	Sign Only	Orchard Lane and Frances Avenue
9 Central South (Inbound)	0939	Sign Only	Orchard Lane and Vaughn Lane
9 Central South (Inbound)	0940	Sign Only	Orchard Lane and Morgan Avenue
9 Central South (Inbound)	0941	Sign Only	Orchard Lane and Stone Street
9 Central South (Inbound)	0942	Sign Only	King Avenue East and Orchard Lane
9 Central South (Inbound)	0943	Sign Only	Hallowell Lane and Jansma Avenue
9 Central South (Inbound)	0944	Sign Only	Hallowell Lane and Stone Street
9 Central South (Inbound)	0945	Sign Only	Hallowell Lane and Morgan Avenue
9 Central South (Inbound)	0946	Sign Only	Hallowell Lane and Vaughn Lane
9 Central South (Inbound)	0947	Sign Only	Hallowell Lane and Cecropia Avenue
9 Central South (Inbound)	0948	Bench	Hallowell Lane and State Avenue
9 Central South (Inbound)	0949	Sign Only	State Avenue and Jackson Street
9 Central South (Inbound)	0950	Sign Only	State Avenue and Washington Street
9 Central South (Inbound)	0951	Sign Only	9th Avenue South and South 32nd Street
9 Central South (Inbound)	0952	Shelter	9th Avenue South and South 30th Street
9 Central South (Inbound)	0953	Shelter	South 28th Street and 8th Avenue South
9 Central South (Inbound)	0954	Sign Only	South 28th Street and 5th Avenue South
9 Central South (Inbound)	0955	Bench	South 28th Street and 1st Avenue South
9 Central South (Inbound)	0956	Bench	South 27th Street and 1st Avenue North
10 Southside 2 (Inbound)	0956		South 27th Street and 1st Avenue North
10 Southside (Outbound)	1003	Sign Only	1st Avenue South and South 29th Street
10 Southside (Outbound)	1004	Sign Only	South 31st Street and 2nd Avenue South
10 Southside (Outbound)	1005	Sign Only	4th Avenue South and South 32nd Street
10 Southside (Outbound)	1006	Sign Only	4th Avenue South and South 35th Street
10 Southside (Outbound)	1007	Sign Only	4th Avenue South and South 38th Street
10 Southside (Outbound)	1008	Sign Only	Jackson Street and Buchanan Avenue
10 Southside (Outbound)	1009	Sign Only	Jackson Street and Arden Avenue
10 Southside (Outbound)	1010	Sign Only	Jackson Street and Vaughn Lane
10 Southside (Outbound)	1011	Sign Only	Jackson Street and Morgan Avenue
10 Southside (Outbound)	1012	Bench	Jackson Street and King Avenue East
10 Southside (Outbound)	1013	Bench	King Avenue East and Hallowell Lane

10 Southside (Outbound)	1015	Bench	King Avenue East and Calhoun Lane
19 Midtown 2 (Outbound)	1016	Bench	King Avenue East and South Billings Boulevard (Now on Route 10)
10 Southside (Outbound)	1016		King Avenue East and South Billings Boulevard
19 Midtown 2 (Outbound)	1017	Sign Only	King Avenue East at Amend Park (Now on Route 10)
10 Southside (Outbound)	1017		King Avenue East at Amend Park
19 Midtown 2 (Outbound)	1018	Sign Only	King Avenue East and South 12th Street West N (Now on Route 10)
10 Southside (Outbound)	1018		King Avenue East and South 12th Street West N
10 Southside (Outbound)	1019	Bench	2021 Overland Ave at Billings Assoc of Realtors
10 Southside (Outbound)	1020	Sign Only	Overland Avenue and Peach Tree Road
10 Southside (Outbound)	1021	Bench	Overland Avenue and 24th Street West
10 Southside (Outbound)	1022	Bench	South 24th Street West and Grant Road
10 Southside (Outbound)	1023	Bench	24th Street West at Fire Station East (Walmart)
10 Southside (Outbound)	1024	Bench	South 24th Street West and Lampman Drive
19 Midtown 2 (Outbound)	1024		South 24th Street West and Lampman Drive
10 Southside (Outbound)	1025	Bench	24th Street West and Monad Road
19 Midtown 2 (Outbound)	1025		24th Street West and Monad Road
10 Southside (Outbound)	1026	Bench	24th Street West and Mall Drive
19 Midtown 2 (Outbound)	1026		24th Street West and Mall Drive
10 Southside 2 (Inbound)	1027	Sign Only	Old Laurel Road and Parkway Lane
19 Midtown (Inbound)	1027		Old Laurel Road and Parkway Lane (Now on Route 10)
19 Midtown (Inbound)	1028	Sign Only	King Avenue East and South 12th Street West S (Now on Route 10)
10 Southside 2 (Inbound)	1028		King Avenue East and South 12th Street West S
10 Southside 2 (Inbound)	1030	Sign Only	King Avenue East and Southgate Drive
19 Midtown (Inbound)	1030		King Avenue East and Southgate Drive (Now on Route 10)
10 Southside 2 (Inbound)	1031	Bench	South 24th Street West and King Avenue West
10 Southside 2 (Inbound)	1032	Bench	South 24th Street West and Grant Road
10 Southside 2 (Inbound)	1033	Sign Only	Overland West and Creekside Road
10 Southside 2 (Inbound)	1034	Sign Only	Overland Avenue at Job Connection
10 Southside 2 (Inbound)	1035	Bench	Overland Avenue and King Avenue West
10 Southside 2 (Inbound)	1041	Bench	King Avenue East and Calhoun Lane
10 Southside 2 (Inbound)	1042	Sign Only	King Avenue East and Orchard Lane
10 Southside 2 (Inbound)	1043	Sign Only	King Avenue East and Hallowell Lane
10 Southside 2 (Inbound)	1044	Sign Only	King Avenue East and Jackson Street
10 Southside 2 (Inbound)	1045	Sign Only	Jackson Street and Morgan Avenue
10 Southside 2 (Inbound)	1046	Sign Only	Jackson Street and Kratz Lane
10 Southside 2 (Inbound)	1047	Sign Only	Jackson Street and Madison Avenue
10 Southside 2 (Inbound)	1048	Bench	Jackson Street and State Avenue
10 Southside 2 (Inbound)	1049	Sign Only	4th Avenue South and South 38th Street
10 Southside 2 (Inbound)	1050	Sign Only	4th Avenue South and South 35th Street
10 Southside 2 (Inbound)	1051	Sign Only	4th Avenue South and South 32nd Street
10 Southside 2 (Inbound)	1052	Bench	South 31st Street and 1st Avenue South
10 Southside 2 (Inbound)	1053	Sign Only	1st Avenue South and South 29th Street
10 Southside 2 (Inbound)	1054	Bench	South 27th Street and Minnesota Avenue
13 King Ave West	1301	Bench	Central Avenue and 24th Street West
19 Midtown (Inbound)	1301		Central Avenue and 24th Street West
10 Southside 2 (Inbound)	1301		Central Avenue and 24th Street West
3 Crosstown (Inbound)	1301		Central Avenue and 24th Street West
10 Southside 2 (Inbound)	1302	Bench	304 South 24th Street West
3 Crosstown (Inbound)	1302		304 South 24th Street West
13 King Ave West	1302		304 South 24th Street West
19 Midtown (Inbound)	1302		304 South 24th Street West
13 King Ave West	1303	Bench	24th Street West and Monad Road
10 Southside 2 (Inbound)	1303		24th Street West and Monad Road

10 Southside 2 (Inbound)	1304	Bench	South 24th Street W and Lampman Ave(Barnes & Noble)
13 King Ave West	1304		South 24th Street West and Lampman Avenue
10 Southside 2 (Inbound)	1305	Bench	24th Street West at Fire Station West (Walmart)
13 King Ave West	1305		24th Street West at Fire Station West (Walmart)
13 King Ave West	1306	Bench	S 24th Street West and King Avenue West
13 King Ave West	1307	Bench	King Avenue West and Rocky Mountain Bank
13 King Ave West	1308	Bench	King Avenue West and South 30th Street West
13 King Ave West	1309	Bench	King Avenue West and Fallow Lane
13 King Ave West	1310	Bench	King Avenue West and South 36th Street West
13 King Ave West	1311	Sign Only	King Avenue West and Decathlon Parkway
13 King Ave West	1312	Sign Only	Shiloh Crossing Boulevard at City Brew Coffee
13 King Ave West	1313	Sign Only	Mid-Shiloh Crossing Boulevard
13 King Ave West	1315	Bench	King Avenue West and Saint Mary Way
13 King Ave West	1316	Sign Only	King Avenue West and South 44th Street West
13 King Ave West	1317	Bench	44th Street West and Interpoint Apartments
13 King Ave West	1318	Sign Only	Monad Road and Henry Chapple Street
13 King Ave West	1319	Bench	Monad Road and Hurdle Circle
13 King Ave West	1320	Sign Only	38th Street West and Banff Ave
13 King Ave West	1321	Shelter	Central Avenue and South 38th Street West
13 King Ave West	1322	Sign Only	Central Avenue and 36th Street West
13 King Ave West	1323	Bench	Central Avenue and 32nd Street West
16 Heights to Downtown	1601	Bench	2nd Avenue North and North 24th Street
16 Heights to Downtown	1602	Sign Only	2nd Avenue North and North 22nd Street
16 Heights to Downtown	1603	Sign Only	2nd Avenue North and North 18th Street
16 Heights to Downtown	1604	Sign Only	North 18th Street and 4th Avenue North
16 Heights to Downtown	1605	Sign Only	4th Avenue North and North 13th Street
16 Heights to Downtown	1606	Sign Only	4th Avenue North and North 7th Street
16 Heights to Downtown	1607	Bench	Main Street and Airport Road Outbound
16 Heights to Downtown	1608	Sign Only	Main Street and Lake Elmo Drive
16 Heights to Downtown	1609	Bench	Main Street and Liberty Street
16 Heights to Downtown	1610	Bench	Main Street and Hilltop Road
16 Heights to Downtown	1611	Bench	Main Street and Milton Road
16 Heights to Downtown	1612	Bench	Main Street and Josephine Drive
16 Heights to Downtown	1613	Bench	Main Street and Logan Lane
16 Heights to Downtown	1614	Sign Only	Bench Boulevard and Steffanich Drive
16 Heights to Downtown	1615	Sign Only	Bench Boulevard and Kingston Avenue
16 Heights to Downtown	1616	Shelter & Bench	Wicks Lane at Wal-Mart
16 Heights to Downtown	1617	Bench	Wicks Lane and Main Street
16 Heights to Downtown	1618	Bench	Wicks Lane and Kelby Drive
16 Heights to Downtown	1619	Shelter	Lake Elmo Drive and Sioux Lane (W)
16 Heights to Downtown	1620	Bench	Lake Elmo Drive and Reda Lane (W)
16 Heights to Downtown	1621	Bench	Lake Elmo Drive and Milton Road (W)
16 Heights to Downtown	1622	Sign Only	Lake Elmo Drive and Hansen Lane
16 Heights to Downtown	1623	Sign Only	Lake Elmo Drive and Emerald Drive
16 Heights to Downtown	1624	Bench	Main Street and Airport Road Inbound
16 Heights to Downtown	1625	Bench	6th Avenue North and North 13th Street
16 Heights to Downtown	1626	Sign Only	6th Avenue North and North 18th Street
16 Heights to Downtown	1627	Sign Only	6th Avenue North at North Park
16 Heights to Downtown	1628	Sign Only	Lake Elmo Drive and Starner Lane
16 Heights to Downtown	1630	Bench	4th Avenue North and North 10th Street
18 Heights West	1800	Bench	Lake Elmo Drive and Milton Road
18 Heights East	1800		Lake Elmo Drive and Milton Road
18 Heights West	1801	Sign Only	Lake Elmo Drive and Reda Lane

18 Heights East	1801		Lake Elmo Drive and Reda Lane
18 Heights West	1802	Sign Only	Lake Elmo Drive and Sioux Lane
18 Heights East	1802		Lake Elmo Drive and Sioux Lane
18 Heights West	1803	Bench	Wicks Lane and Cody Drive
18 Heights West	1804	Sign Only	West Wicks Lane and Saint Andrew's Drive
18 Heights West	1805	Sign Only	Wicks Lane and Lake Hills Drive
18 Heights West	1806	Bench	West Wicks Lane and Gleneagles Boulevard
18 Heights West	1807	Sign Only	High Sierra Boulevard at Skyview High School
18 Heights West	1808	Sign Only	High Sierra Boulevard and Sierra Granda Boulevard
18 Heights West	1809	Sign Only	Sierra Granda Boulevard and Fantan Street
18 Heights West	1810	Sign Only	Sierra Granda Boulevard and Gleneagles Boulevard
18 Heights West	1811	Sign Only	Gleneagles Boulevard and Claremont Road
18 Heights West	1812	Bench	Gleneagles Boulevard and West Wicks Lane
18 Heights West	1813	Sign Only	Governor's Boulevard at Castlerock Middle School
18 Heights West	1814	Sign Only	Constitution Avenue and Patriot Street
18 Heights West	1815	Sign Only	Constitution Avenue and Nutter Boulevard
18 Heights West	1816	Sign Only	Nutter Boulevard and Babcock Boulevard
18 Heights West	1817	Sign Only	Nutter Boulevard and Aronson Avenue
18 Heights West	1818	Sign Only	Aronson Avenue and Dixon Street
18 Heights West	1819	Bench	Aronson Avenue and Governors Boulevard
18 Heights West	1820	Sign Only	Aronson Avenue and Mecca Drive
18 Heights West	1821	Bench	Caravan Avenue and Aronson Avenue
18 Heights West	1822	Sign Only	Bazaar Exchange and Governors Boulevard
18 Heights West	1823	Sign Only	Hilltop Road and Topaz Avenue
18 Heights West	1824	Sign Only	Hilltop Road and Agate Avenue
18 Heights East	1825	Sign Only	Montgomery and Hansen Lane
18 Heights West	1825		Montgomery and Hansen Lane
18 Heights East	1826	Bench	Lake Elmo Drive and Wicks Lane
18 Heights East	1827	Sign Only	Lake Elmo Drive and Jerrie Lane
18 Heights East	1828	Sign Only	Lake Elmo Drive and Angel Lane
18 Heights East	1829	Sign Only	Pemberton Lane and Jasmine Circle
18 Heights East	1830	Bench	Pemberton Lane and Main Street
18 Heights East	1831	Sign Only	Pemberton Lane and Bench Boulevard
18 Heights East	1832	Sign Only	Bench Boulevard and Mossman Drive
18 Heights East	1833	Sign Only	Bench Boulevard and Barrett Road
18 Heights East	1834	Bench	Bench Boulevard and Wicks Lane
18 Heights East	1835	Sign Only	Wicks Lane and Kiwanis Trail (S)
18 Heights East	1836	Sign Only	Wicks Lane and Hawthorne Lane SW
18 Heights East	1837	Sign Only	Hawthorne Lane and Hemingway Avenue
18 Heights East	1838	Sign Only	Hawthorne Lane and Yellowstone River Road
18 Heights East	1839	Sign Only	Bitterroot Drive and Cherry Creek Loop
18 Heights East	1840	Sign Only	Bitterroot Drive and North Cherry Creek Loop
18 Heights East	1841	Sign Only	Bitterroot Drive and Wicks Lane
18 Heights East	1842	Bench	Wicks Lane and Hawthorne Lane NE
18 Heights East	1843	Sign Only	Wicks Lane and Kiwanis Trail
18 Heights East	1844	Sign Only	Wicks Lane and Bench Boulevard
18 Heights East	1845	Sign Only	Bench Boulevard and Anchor Street
18 Heights East	1846	Sign Only	Bench Boulevard and Dorothy Lane
18 Heights East	1847	Sign Only	Bench Boulevard and Hilltop Road
18 Heights East	1848	Sign Only	Hilltop Road and Main Street
19 Midtown 2 (Outbound)	1909	Sign Only	6th Street West and Broadwater Avenue
19 Midtown 2 (Outbound)	1910	Sign Only	6th Street West and Miles Avenue
19 Midtown 2 (Outbound)	1911	Bench	6th Street West and Saint John's Avenue

19 Midtown 2 (Outbound)	1912	Sign Only	Calhoun Lane and Arden Avenue
19 Midtown 2 (Outbound)	1913	Sign Only	Calhoun Lane and Mitchell Avenue
19 Midtown 2 (Outbound)	1914	Sign Only	Calhoun Lane and Phillip Street
19 Midtown 2 (Outbound)	1915	Bench	Calhoun Lane and King Avenue East
19 Midtown 2 (Outbound)	1916	Sign Only	Midland Road at BOC (Added Aug 2024)
19 Midtown 2 (Outbound)	1917	Sign Only	Midland Road and Songbird Drive (Added Aug 2024)
19 Midtown 2 (Outbound)	1918	Bench	Midland Rd at EconoLodge N (Added Aug 2024)
19 Midtown 2 (Outbound)	1919	Bench	King Avenue West and Overland Avenue
19 Midtown 2 (Outbound)	1920	Sign Only	Rosebud Drive and South 20th Street West
19 Midtown 2 (Outbound)	1921	Shelter	Rosebud Drive and Lampman Drive
19 Midtown 2 (Outbound)	1922	Bench	Rosebud Drive and South 24th Street West
19 Midtown (Inbound)	1928	Sign Only	South 20th Street West and Rosebud Drive
19 Midtown (Inbound)	1929	Bench	South 20th Street West and Henesta Drive
19 Midtown (Inbound)	1933	Sign Only	Calhoun Lane and King Avenue East
19 Midtown (Inbound)	1934	Sign Only	Calhoun Lane and Phillip Street
19 Midtown (Inbound)	1935	Sign Only	Calhoun Lane and Mitchell Avenue
19 Midtown (Inbound)	1936	Sign Only	Calhoun Lane and Arden Avenue
19 Midtown (Inbound)	1937	Bench	6th Street West and Saint John's Avenue
19 Midtown (Inbound)	1938	Sign Only	6th Street West and Miles Avenue
19 Midtown (Inbound)	1939	Bench	6th Street West and Broadwater Avenue
19 Midtown 2 (Outbound)	1945	Sign Only	Midland Road and Mullowney Lane (Added Aug 2024)
10 Southside 2 (Inbound)	1946	Bench	Midland Road at Trailhead Inn (Now on Route 19)
19 Midtown (Inbound)	1946		Midland Road at Trailhead Inn (Previously on Route 10, added Aug 2024)
10 Southside 2 (Inbound)	1947	Sign Only	Midland Road at EconoLodge S (Now on Route 19)
19 Midtown (Inbound)	1947		Midland Road at EconoLodge S (Previously on Route 10, added Aug 2024)
10 Southside 2 (Inbound)	1948	Sign Only	Midland Road and Songbird Drive SW (Now on Route 19)
19 Midtown (Inbound)	1948		Midland Road at Songbird Drive (Previously on Route 10, added Aug 2024)
10 Southside 2 (Inbound)	1949	Bench	Midland Road at Billings Operations Center S (Now on Route 19)
19 Midtown (Inbound)	1949		Midland Road at BOC S (Previously on Route 10, added Aug 2024)
10 Southside 2 (Inbound)	1950	Bench	South Billings Boulevard and King Avenue East (Now on Route 19)
19 Midtown (Inbound)	1950		South Billings Blvd and King Avenue East
5 Grand 2 (Inbound)	2101	Bench	Central Avenue and 29th Street West
21 North Westend	2101		Central Avenue and 29th Street West
7 Broadwater 2 (Inbound)	2101		Central Avenue and 29th Street West
23 South Westend 2	2101		Central Avenue and 29th Street West
5 Grand 2 (Inbound)	2102	Bench	Central Avenue and 31st Street West
21 North Westend	2102		Central Avenue and 31st Street West
23 South Westend	2102		Central Avenue and 31st Street West
7 Broadwater 2 (Inbound)	2102		Central Avenue and 31st Street West
5 Grand 2 (Inbound)	2103	Bench	Central Avenue and 32nd Street West
21 North Westend	2103		Central Avenue and 32nd Street West
21 North Westend	2104	Sign Only	Central Avenue and 35th Street West
21 North Westend	2105	Shelter	Central Avenue and S 38th Street West
21 North Westend	2106	Sign Only	Central Avenue and Shiloh Road
21 North Westend	2107	Bench	345 South Shiloh Road
21 North Westend	2108	Bench	Shiloh Road and Broadwater Avenue
21 North Westend	2109	Bench	Shiloh Road and Avenue B
21 North Westend	2110	Bench	Shiloh Road and Avenue D
21 North Westend	2111	Bench	Shiloh Road at Underpass
21 North Westend	2112	Bench	Shiloh Road at Saint John's United
21 North Westend	2113	Bench	Shiloh Road and Rimrock Road
21 North Westend	2114	Sign Only	Rimrock Road at Saint John's United
21 North Westend	2115	Bench	Rimrock Road and 38th Street West

21 North Westend	2116	Sign Only	Poly Drive and Quinn Haven Drive
21 North Westend	2117	Bench	Poly Drive and Zimmerman Trail
21 North Westend	2118	Bench	Zimmerman Trail and Colton Boulevard
21 North Westend	2119	Bench	Zimmerman Trail and Avenue E
21 North Westend	2120	Sign Only	Zimmerman Trail and Grand Avenue
21 North Westend	2121	Bench	Grand Avenue and Golden Valley Circle
5 Grand 2 (Inbound)	2121		Grand Avenue and Golden Valley Circle
21 North Westend	2122	Bench	Rehberg Lane and Avenue B
21 North Westend	2123	Sign Only	Rehberg Lane and Avenue F
21 North Westend	2124	Bench	Rehberg Lane and Colton Boulevard
21 North Westend	2125	Sign Only	Colton Boulevard and Louise Lane
21 North Westend	2126	Bench	Colton Boulevard and Orange Boulevard
21 North Westend	2127	Bench	Colton Boulevard and 24th Street West
21 North Westend	2128	Bench	24th Street West and Applewood Avenue
21 North Westend	2129	Bench	24th Street West and Grand Avenue
21 North Westend	2130	Bench	24th Street West and Lewis Avenue
21 North Westend	2131	Bench	24th Street West and Broadwater Avenue
21 North Westend	2132	Sign Only	24th Street West and Miles Avenue
21 North Westend	2133	Bench	24th Street West and Saint John's Avenue
21 North Westend	2134	Bench	24th Street West and Central Avenue
23 South Westend 2	2302	Sign Only	32nd Street West and Rosebud Drive (W)
7 Broadwater 2 (Inbound)	2303	Sign Only	32nd Street West and Banff Avenue
23 South Westend	2303		32nd Street West and Banff Avenue
23 South Westend 2	2304	Bench	32nd Street West and Monad Road (W)
23 South Westend	2305	Sign Only	32nd Street West and Lampman Drive (W)
23 South Westend	2306	Bench	32nd Street West and King Avenue West
23 South Westend 2	2307	Sign Only	32nd Street West at Casa Village (W)
23 South Westend	2308	Bench	32nd Street West and Gabel Road (W)
23 South Westend	2308	Sign Only	32nd Street West and Gabel Road (W)
23 South Westend Loop	2309	Bench	Gabel Road and Transtech Way
23 South Westend Loop	2310	Sign Only	Gabel Road and Hesper Road
23 South Westend Loop	2311	Bench	Zoo Drive and Canyon Creek Road
23 South Westend Loop	2312	Bench	Pierce Parkway and South Shiloh Road
23 South Westend Loop	2313	Bench	Pierce Parkway at Underriner Motors
23 South Westend Loop	2314	Bench	Spring Creek Lane and Broso Park Drive
23 South Westend Loop	2315	Sign Only	Hesper Road and Gabel Road
23 South Westend	2317	Sign Only	32nd Street West and Gabel Road
23 South Westend 2	2318	Sign Only	32nd Street West at Casa Village
23 South Westend	2319	Bench	32nd Street West and King Ave West
23 South Westend 2	2320	Sign Only	32nd Street West and Rosebud Drive
23 South Westend 2	2321	Bench	32nd Street West and Monad Road
7 Broadwater (Outbound)	2322	Sign Only	32nd Street West and Solar Boulevard
23 South Westend	2322		32nd Street West and Solar Blvd
7 Broadwater (Outbound)	2323	Bench	32nd Street West and Central Avenue
23 South Westend	2323		32nd Street West and Central Avenue
23 South Westend	2324	Sign Only	32nd Street West and Lampman Drive

City Council Regular

Date:	03/24/2025
Title:	Donations to the Billings Public Library
Presented by:	Gavin Woltjer
Department:	Library
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council accept the donations to the Billings Public Library.

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

The Billings Public Library has received $9,312 in donation from the Friends of the Library.

$8,812 is earmarked for specific items and programs.
$500 donated as a memorial to a former Friends member.

ALTERNATIVES

City Council may:

- Approve the donations; or,
- Not Approve the donation

FISCAL EFFECTS

There is no budgetary impact.

City Council Regular

Date:	03/24/2025
Title:	Donation Acceptance from Partners for Parks Foundation
Presented by:	Pigg Michael, Parks Director
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	No
Project Number:	NA

RECOMMENDATION

Staff recommends City Council accept the donation of $5,000 from Partners for Parks to resurface the basketball court and paint the surface at South Park.

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

The basketball court at South Park is an asphalt surface that has not been sealed for years. There are numerous cracks moving across the surface. The court is in need of resurfacing now before moisture causes more extensive damage. Interact, a youth service group sponsored by Rotary, has agreed to paint a mural on the surface once the resurfacing is complete. The Park Board has approved the concept the students are proposing to paint and the cost of the paint and supplies is funded by the donation. The mural does not increase maintenance and the resurfacing will actually save the Parks Department from even higher replacement costs.

ALTERNATIVES

City Council may:

- Accept; or,
- Not Accept the donation

FISCAL EFFECTS

The donation to resurface the basketball courts will actually save the Parks Department money.

SUMMARY

The donation to resurface the basketball courts at South Park will help to increase activity levels at the park by making them safer, more attractive and will extend the life of the asphalt surface.

City Council Regular

Date:	03/24/2025
Title:	North Park Benches Donation
Presented by:	Brad Wright
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

PRPL requests City Council's consent to accept and use donated funds from Partners For Parks. The total amount of donated funds is $9,800.51.

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

The funds will be utilized alongside of the CIP25 budget of $100,000.00 for North Park court improvements. Donated funds will be used to purchase additional park benches strategically placed around the court for park use. PRPL will handle the ordering of the benches when funds are approved for use. The color of the benches is still to be determined. The benches will be used by spectators and others waiting their turn on the courts.

STAKEHOLDERS

Billings Parks and Recreation
City of Billings
North Park users

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

These funds are a donation from Partners for Parks. The funds will be used alongside the CIP25-approved budget of 100K for North Park court improvements. PRPL does not expect to hire additional FTEs due to the added features. PRPL expects minimal costs increase for the maintenance of the benches. But with regular care and maintenance, PRPL expects the benches to exceed the manufacturer's life expectancy.

Attachments

Proposed park bench style

Resilient & Stylish

Model 965SM-W6

Dimensions
4' Bench - 56-7/16"L x 30-1/4"W x 33-3/8"H
6' Bench - 80-7/16"L x 30-1/4"W x 33-3/8"H

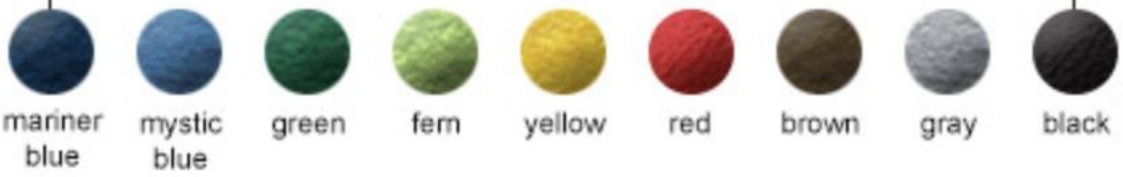
Durable yet stylish and will get noticed, the pattern steel bench also provides conv reliable seating. The modular design is expa individual stand-alone benches can be conn with add-on units to increase seating capacity

These modern engineered benches have 3/8"O.D. steel tube frame and one piece cont seat and back constructed with 12-gauge steel. Diligently MIG welded and crafted, benches feature smooth rounded edges incre the comfort and safety.

Sealed in impact resistant, UV stabilized modern finish coatings, the frame gets a re powder-coating and seat assembly is finishe durable polyethylene to help maintain p aesthetics. Enhance parks, gardens, school other outdoor facilities, applications are cou with portable, surface and in-ground mo wave steel benches.

Seat Gloss Finish Color Options

Seat Textured Finish Color Options



Frame Color Options

City Council Regular

Date:	03/24/2025
Title:	Acceptance of Donation from WC Commercial, LLC of Two Parking Spaces to the Billings Police Department Crime Prevention Unit
Presented by:	Rich St. John, Police Chief
Department:	Police
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council accept the donation from WC Commercial, LLC for two parking spaces for the Volunteer Patrol Unit.

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

Council policy requires that any donation greater than $500 must be approved by the City Council. WC Commercial, LLC has offered the Billings Police Crime Prevention Center two parking spaces in the Stillwater Parking Garage located at 2549 3rd Avenue North, at no charge. Spaces are currently being rented at $72/month. The annual cost for both parking spaces is $1,728.

ALTERNATIVES

City Council may:

- Approve the donation to the Billings Police Crime Prevention Unit from WC Commercial, LLC for two parking spaces or;
- Disapprove the donation to the Billings Police Crime Prevention Unit from WC Commercial, LLC for two parking spaces and provide further direction to staff.

FISCAL EFFECTS

There is no impact to the General Fund.

Attachments

Email Stating Donation Offer

billingsmt.gov

P.O. Box 1554 • Billings, MT 59103-1554
O 406.247.8550 F 406.247.8592

City of Billings email messages and attachments are subject to the Right to Know provisions of Montana's Constitution (Art. II, Sec. 9) and may be considered a "public record" pursuant to Title 2, Chapter 6, Montana Code Annotated. As such, this email, its sender and receiver, and the contents may be available for public disclosure and will be retained pursuant to the City's record retention policies. Emails that contain confidential information such as information related to individual privacy may be protected from disclosure under law. This message is intended for the use of the individual or entity named above. If you are not the intended recipient of this transmission, please notify the sender immediately, do not forward the message to anyone, and delete all copies. Thank you.

From: Whitney Huleatt <wrhuleatt@hotmail.com>
Sent: Tuesday, February 25, 2025 11:30 AM
To: Ochoa, Jesus <OchoaJ@billingsmt.gov>
Subject: [EXTERNAL] Stillwater Parking Garage - Volunteer Patrol Parking

Dear Jesus,

Stillwater Parking Garage, 2549 3rd Ave. N, Billings, MT would like to offer two parking spots to the City of Billings Crime Prevention Centers Volunteer Patrol Unit. These parking spaces will be offered at no charge for the Volunteers Patrol units two designated vehicles. Either party may terminate this agreement at any given time. We are happy to offer this to the Crime Prevention Center of Billings.

Sincerely, Whitney Huleatt
WC Commercial, LLC

City Council Regular

Date:	03/24/2025
Title:	Approval of Relocated Irrigation Ditch Easement and Maintenance Agreement for Suburban Ditch
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the Relocated Irrigation Ditch Easement and Maintenance Agreement for the Suburban Ditch.

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

With the construction of the new Amend Park Recreation Center, it is necessary to relocate the existing Suburban Irrigation Ditch aside from the proposed site building area. Relocating the ditch around the site requires the execution of a "Relocated Irrigation Ditch Easement" document that grants the Suburban Ditch Company an easement through City property. Further, the old Suburban ditch route that traverses diagonally northeast through the site is abandoned with this new easement. Physical relocation of the ditch will occur with the construction of the project, but this Council action addresses the legal easement. Also attached is a maintenance agreement. With the relocation of the ditch, the City is agreeing to maintain the portion of the ditch that is to be relocated. The City currently maintains the section of the ditch that is being relocated, so there isn't a significant change in maintenance. The attached documents have been reviewed by the Suburban Ditch Company and the City Attorney's office.

ALTERNATIVES

City Council may:

- Approve the Relocated Irrigation Ditch Easement and maintenance agreement; or,
- Not approve the Relocated Irrigation Ditch Easement and maintenance agreement. If not approved, a new design would be required for the recreation center taking the existing ditch into account that traverses the proposed site.

FISCAL EFFECTS

There is no significant financial impact to the City with approval of the Relocated Irrigation Ditch Easement and Maintenance Agreement due to the fact that City currently maintains that section of ditch.

Attachments

Easement Document
Maintenance Agreement

Return to:
City Clerk
City of Billings
PO Box 1178,
Billings, MT 59103

RELOCATED IRRIGATION DITCH EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The City of Billings, Montana, a Montana Municipal Corporation, (the "City") hereby grants unto THE SUBURBAN DITCH COMPANY, of Billings, Montana, a thirty 30 foot wide easement for an irrigation ditch, which shall run across real property owned by the City, located in Tract 1 of Certificate of Survey No. 2783 and Lot 3A-4 of Block 1 of Popelka Commerce Center Subdivision, Second Filing situated in the SE1/4 of Section 8 in Township 1 South, Range 26 East, P.M.M. within the City of Billings, Yellowstone County, Montana, filed respectively under Document No.'s 1708248 and 3713010 at the Office of the Clerk and Recorder of said county and more particularly described as follows, to wit:

> Commencing at the southwest corner of Lot 3A-4, thence N83°36'50"E a distance of 67.05 feet to the end of the existing culvert of the Suburban Ditch and the POINT OF BEGININNING for the centerline of the relocated Suburban Ditch, thence N65°32'19"W a distance of 73.31 feet to the point of intersection with the common boundary between Lot 3A-4 and Tract 1, thence N65°32'19"W a distance of 18.49 feet, thence N00°19'59"W a distance of 466.60 feet, thence N89°55'14"E a distance of 674.71 feet, thence N63°07'26"E a distance of 29.48 feet to the point of terminus of the centerline of this relocated ditch where it converges with the existing ditch, from which the northeast corner of Lot 3A-5 of Block 1 of Popelka Commerce Sub, Second Filing bears N68°42'26"E a distance 282.98 feet distant; with sideline of said 30 foot wide strip being lengthened or shortened to intersect the existing easement boundaries.

This Irrigation Ditch Easement is granted only to THE SUBURBAN DITCH COMPANY for the unobstructed use and maintenance of an irrigation ditch only so long as it operates and maintains the presently existing irrigation ditch across the above described property, the route of which is shown and described as "NEW 30' WIDE EASEMENT" on attached "Exhibit A". This easement relocates, replaces, vacates, and nullifies a portion of the existing Suburban Ditch Easement filed under document No. 290603 and recorded in book 170 on pages 483 through 485 in the Office of the Clerk and Recorder of Yellowstone County crossing through Lot 3A-1 and Tract 1 as shown on said exhibit and described as "TO BE RELOCATED AND ABANDONED". This easement is recorded to comply with the provisions of. Section 76-3-504(1)(k)(A) M.C.A.

OWNER: Tract 1 of Certificate of Survey No. 2783 and Lot 3A-4 of Block 1 of Popelka Commerce Center Subdivision, Second Filing

CITY OF BILLINGS

By: _____
WILLIAM A. COLE

Title: _____MAYOR_____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of _____ , 20___ , before me, the undersigned Notary Public for the State of Montana, personally appeared William A. Cole, known to me to be the person who signed the foregoing instrument as the Mayor of the City of Billings and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

_____
Notary Public in and for the State of Montana

Return to:
City Clerk
City of Billings
PO Box 1178,
Billings, MT 59103

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

The Suburban Ditch Company acknowledges receipt of this perpetual easement and hereby accepts the property interest conveyed through this instrument.

GRANTEE **THE SUBURBAN DITCH COMPANY**

By: _____

Attest: _____

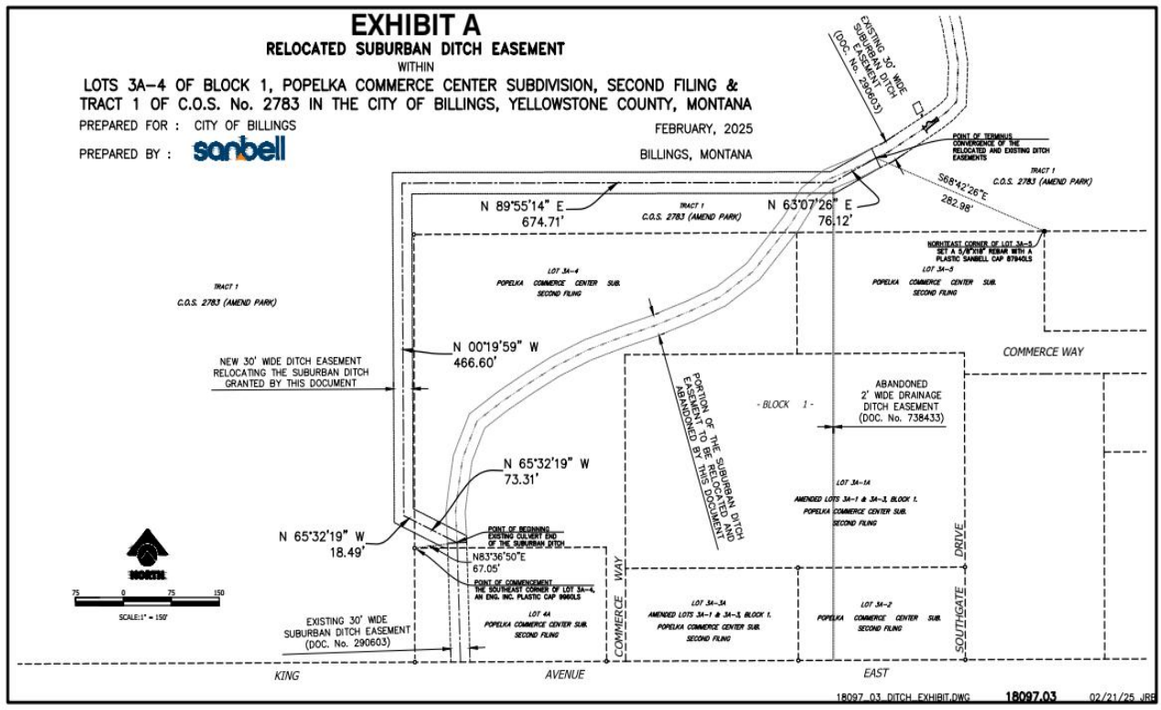
STATE OF MONTANA)
: ss
County of Yellowstone)

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 the The Suburban Ditch Company, whose name is subscribed to the foregoing instrument in such capacity and acknowledged to me that they duly executed the same on behalf of The Suburban Ditch Company.

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

_____
Notary Public in and for the State of _____
Printed Name _____
Residing at _____
My commission expires _____

Return to:
City Clerk
City of Billings
PO Box 1178,
Billings, MT 59103



Maintenance Agreement For The Suburban Ditch Within Amend Park

This Maintenance Agreement For The Suburban Ditch Within Amend Park (the "Agreement") is made and entered into on this ___day of _____2025, by and between the **City of Billings** ("the City"), whose principal address is 316 N. 26th Street, Billings, Montana 59103, and the **Suburban Ditch Company** (the "Suburban Ditch"), a nonprofit irrigation ditch corporation registered in the State of Montana, whose principal address is 4507 Palisades Park Drive, Billings, Montana 59102; together referred to as "the Parties".

RECITALS

Whereas, the Suburban Ditch has been supplying irrigation water to Amend Park and other users since 1935; and

Whereas, the City relocated the Suburban Ditch irrigation ditch easement within Amend Park pursuant to the Relocated Irrigation Ditch Easement recorded in Yellowstone County Clerk & Recorder Document No._____, dated ___; and

Whereas, during this relocation, the City altered the ditch from an open ditch to a piped system within Amend Park; and

Whereas, this piped system within Amend Park is in need of cleaning out, repair, maintenance and possible future replacement, and it is the desire of the City and the Suburban Ditch to have this work done by the City.

NOW, THEREFORE, in consideration of the Recitals above and mutual benefits and obligations of the Parties set forth in the Agreement, the Parties acknowledge the fundamental duties and responsibilities for the maintenance of the Suburban Ditch within Amend Park, as follows:

1. The City, at its sole expense, agrees to assume all maintenance responsibilities for the Suburban Ditch from where the ditch enters the installed piped system within Amend Park until the ditch returns to the original irrigation ditch easement location, as set forth and incorporated in attached Exhibit A.
2. Maintenance includes cleaning out, repairs to, and any future replacement of this piped system within Amend Park to ensure adequate free flow of water to accommodate all downstream Suburban Ditch users.
3. The Suburban Ditch authorizes the City to do any and all work the City deems necessary to clean out, repair, and replace this piped system within Amend Park and to remove any and all obstructions in this piped system in order that the adequate free flow of water may be conducted through this piped system.

4. The Suburban Ditch grants the City the use of all ditch easements and rights-of-way which the Suburban Ditch now owns, holds, or enjoys from the point where the ditch enters the installed piped system within Amend Park until the ditch returns to the original irrigation ditch easement, set forth in Exhibit A, for the period term set forth in Paragraph 5.
5. This Agreement shall be in effect for so long a period as the Suburban Ditch supplies irrigation water for distribution to its users.

In Witness Whereof, the Parties have executed the Agreement on the day and year first set forth above.

City: **City of Billings,** a Montana Municipal Corporation

_____

By: William A. Cole, Mayor

Attest:

By:_____

City Clerk

Suburban Ditch Company, A Montana Corporation

_____

By: Norman Miller, President

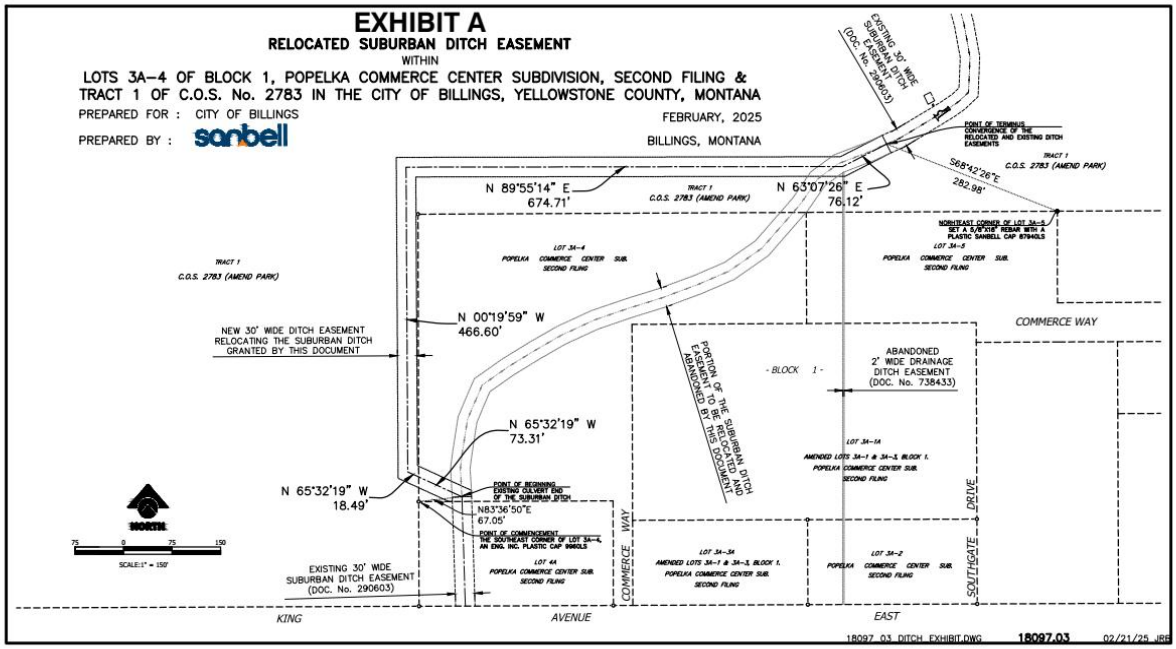


EXHIBIT A
RELOCATED SUBURBAN DITCH EASEMENT
WITHIN
LOTS 3A-4 OF BLOCK 1, POPELKA COMMERCE CENTER SUBDIVISION, SECOND FILING &
TRACT 1 OF C.O.S. No. 2783 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA
PREPARED FOR : CITY OF BILLINGS
FEBRUARY, 2025
PREPARED BY : sanbell
BILLINGS, MONTANA
EXISTING 30' WIDE SUBURBAN DITCH EASEMENT (DOC. No. 290603)
POINT OF TERMINUS, CONVERGENCE OF THE RELOCATED AND EXISTING DITCH EASEMENTS
TRACT 1 C.O.S. 2783 (AMEND PARK)
S68°42'26"E
282.98'
N 89°55'14" E
674.71'
TRACT 1 C.O.S. 2783 (AMEND PARK)
N 63°07'26" E
76.12'
NORTHEAST CORNER OF LOT 3A-5 SET A 5/8"X18" REBAR WITH A PLASTIC SANBELL CAP 8784LS
LOT 3A-4 POPELKA COMMERCE CENTER SUB. SECOND FILING
LOT 3A-5 POPELKA COMMERCE CENTER SUB. SECOND FILING
TRACT 1 C.O.S. 2783 (AMEND PARK)
COMMERCE WAY
NEW 30' WIDE DITCH EASEMENT RELOCATING THE SUBURBAN DITCH GRANTED BY THIS DOCUMENT
N 00°19'59" W
466.60'
PORTION OF THE SUBURBAN DITCH EASEMENT TO BE RELOCATED AND ABANDONED BY THIS DOCUMENT
- BLOCK 1 -
ABANDONED 2' WIDE DRAINAGE DITCH EASEMENT (DOC. No. 738433)
N 65°32'19" W
73.31'
LOT 3A-1A AMENDED LOTS 3A-1 & 3A-3, BLOCK 1, POPELKA COMMERCE CENTER SUB. SECOND FILING
N 65°32'19" W
18.49'
POINT OF BEGINNING EXISTING CL/CUT END OF THE SUBURBAN DITCH
N83°36'50"E
67.05'
POINT OF COMMENCEMENT THE SOUTHEAST CORNER OF LOT 3A-4, AN ENG. INC. PLASTIC CAP 9980LS
LOT 4A POPELKA COMMERCE CENTER SUB. SECOND FILING
LOT 3A-3A AMENDED LOTS 3A-1 & 3A-3, BLOCK 1, POPELKA COMMERCE CENTER SUB. SECOND FILING
LOT 3A-2 POPELKA COMMERCE CENTER SUB. SECOND FILING
COMMERCE WAY
SOUTHGATE DRIVE
NORTH
75 0 75 150
SCALE:1" = 150'
EXISTING 30' WIDE SUBURBAN DITCH EASEMENT (DOC. No. 290603)
KING AVENUE EAST
18097_03_DITCH_EXHIBIT.DWG
18097.03
02/21/25 JRB

City Council Regular

Date:	03/24/2025
Title:	Grove Ventures Subdivision - Final Plat
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-24-00132

RECOMMENDATION

Staff Recommends the City Council approve the final plat of Grove Ventures Subdivision.

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

On August 15, 2024, WWC Engineering, on behalf of Jim Mosier, applied for preliminary minor plat approval for Grove Ventures Subdivision. The proposed subdivision creates two (2) lots for development. The subject property is generally located south of Central Avenue and east of Prickett Lane. The property is zoned RMH - Residential Manufactured Home. The land is currently used as a Manufactured Home Park.

STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however, nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

ALTERNATIVES

The City Council may approve or deny the final plat of Grove Ventures Subdivision. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.

(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. Staff finds the final plat meets the criteria outlined in 76-3-611 above.

Staff finds the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

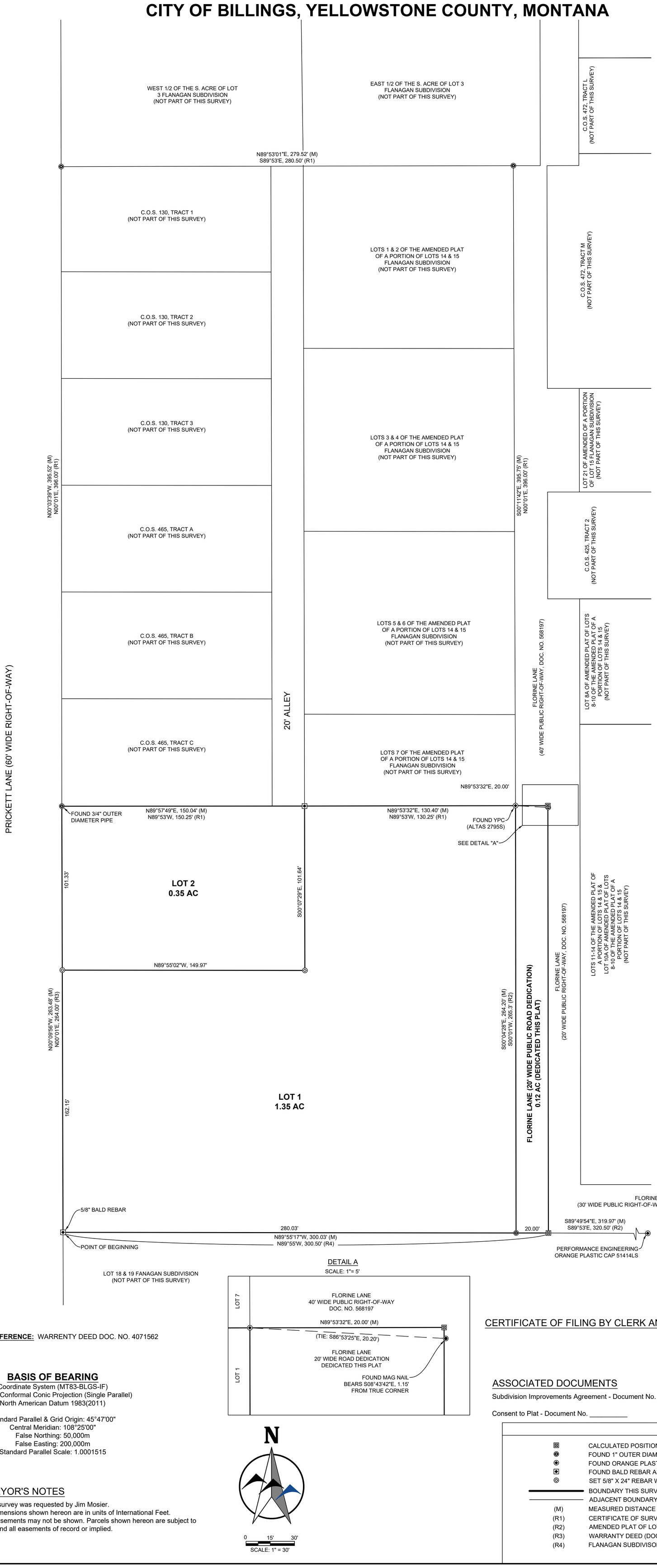
Attachments

Final Plat
Final SIA
Conditions of Approval

GROVE VENTURES MINOR SUBDIVISION

BEING THE SOUTH 264' OF LOT 14 OF FLANAGAN SUBDIVISION DOCUMENT NO. 4782 LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 26 EAST, P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR: GROVE VENTURES
DATE SURVEYED: MAY 2024
PREPARED BY: WWC ENGINEERING



LEGAL DESCRIPTION AND PROPERTY OWNER CERTIFICATE OF DEDICATION

I, Jim Mosier, Managing Partner of GV Prickett LLC, the owner of the following tract of land, do hereby certify that it has caused to be surveyed, subdivided, and platted into lots, blocks, and streets as shown on this plat, a tract of land previously described as the South 264' of Lot 14 of Flanagan Subdivision, Document No. 4782, located in the NE1/4 of the NE1/4 of Section 8, Township 1 South, Range 26 East, P.M.M., City of Billings, Yellowstone County Montana, more particularly described as follows:

Beginning at the southwest corner of Lot 14 of Flanagan Subdivision Document No. 4782, thence from said Point of Beginning along the west boundary of said Lot 14, N00°06'10"W, 264.00", thence S89°55'17"E, 299.82' , thence along the east boundary of said Lot 14, S00°08'48"E, 264.00', thence along the south boundary of said Lot 14, N89°55'17"W, 300.03', to the Point of Beginning.

Said tract contains 1.82 acres, more or less, along with and subject to any easements of record or implied.

We further certify that this subdivision is exempt from parkland dedication in accordance with M.C.A 76-3-621(3)(d) a park dedication is not required for a subdivision in which one additional parcel is created.

We also further certify that Lot 1 and Lot 2 are exempt from D.E.Q. review in accordance with A.R.M. 17.36.605(2)(b)(ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130 M.C.A.

Said tract shall be known and designated as "GROVE VENTURES MINOR SUBDIVISION", City of Billings, Yellowstone County, Montana. The lands designated as public right-of-way are hereby granted and dedicated to the use of the public forever shall include Florine lane, as shown on this plat.

Dated this _____ day of _____, 20__.

By_____
GV Prickett LLC
Jim Mosier, Managing Partner

ACKNOWLEDGEMENT

State of Montana)
:SS
County of Yellowstone)

On this _____ day of _____ , 20____, before me, the undersigned a Notary Public for the State of _____, personally appeared Jim Mosier, Managing Partner of GV Prickett LLC, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

_____
Notary Public for the State of _____

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
:ss
County of Yellowstone)

We hereby certify that we have examined the plat of GROVE VENTURES MINOR SUBDIVISION and find that said plat conforms with the requirements of the laws of the State of Montana and the requirements of the Yellowstone County Board of Planning. It is therefore approved and the dedication to the public use of any and all lands shown on this plat as being dedicated to such use are hereby accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA this _____ day of _____, 20__

CITY OF BILLINGS, MONTANA

BY: _____
Mayor

ATTEST: _____
City Clerk

NOTICE OF APPROVAL

STATE OF MONTANA)
: ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

Date _____ _____
President

_____
Executive Secretary

CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(1)(d) MCA, removing sanitary restrictions since the plat is inside a master planning area and is provided with municipal facilities for the supply of water and disposal of sewage and solid waste.

Dated this _____ day of _____ , 20__

_____
City Engineer's Office

CERTIFICATE OF CITY ATTORNEY

This Amended Plat has been reviewed by the City Attorney's Office and is acceptable to form.

Dated this _____ day of _____ , 20__

_____
Reviewed by

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Subdivision Plat and encompassed by the proposed division have been paid.

Dated this _____ day of _____ , 20__

_____
Treasurer
Yellowstone County, Montana

CERTIFICATE OF SURVEYOR

I, Jake K. Ziska, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of May 2024, a survey was performed under my supervision of a tract of land to be known as GROVE VENTURES MINOR SUBDIVISION, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat; and that the monuments found and set are of the character and occupy the positions shown hereon.

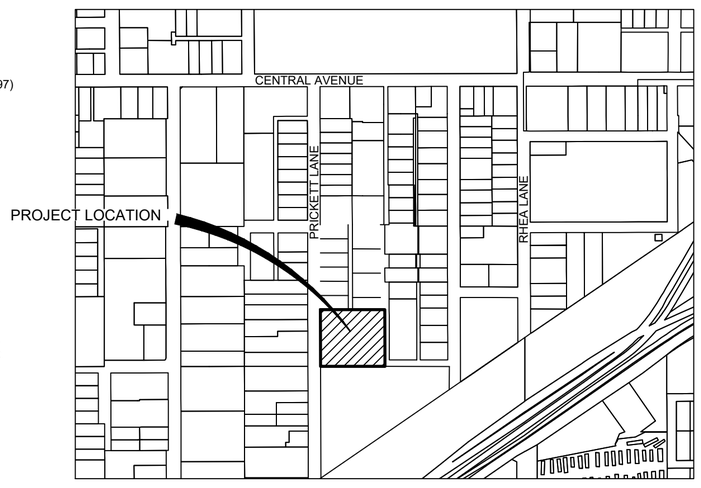
Dated this _____ day of _____, 20__

_____
Jake K. Ziska
Registration Number 18636 LS

MONTANA
JAKE K. ZISKA
No. 18636LS
LICENSED PROFESSIONAL LAND SURVEYOR

LOCATION MAP

0 250' 500'
SCALE: 1" = 500'



DEED REFERENCE: WARRENTY DEED DOC. NO. 4071562

BASIS OF BEARING

Coordinate System (MT83-BLGS-IF)
Lambert Conformal Conic Projection (Single Parallel)
North American Datum 1983(2011)

Standard Parallel & Grid Origin: 45°47'00"
Central Meridian: 108°25'00"
False Northing: 50,000m
False Easting: 200,000m
Standard Parallel Scale: 1.0001515

SURVEYOR'S NOTES

1) This survey was requested by Jim Mosier.
2) All dimensions shown hereon are in units of International Feet.
3) All easements may not be shown. Parcels shown hereon are subject to any and all easements of record or implied.

DETAIL A

SCALE: 1"= 5'

CERTIFICATE OF FILING BY CLERK AND RECORDER

ASSOCIATED DOCUMENTS

Subdivision Improvements Agreement - Document No. _____

Consent to Plat - Document No. _____

LEGEND

⊠	CALCULATED POSITION, NOTHING FOUND OR SET
◉	FOUND 1" OUTER DIAMETER IRON PIPE OR AS NOTED
◈	FOUND ORANGE PLASTIC CAP (PERFORMANCE LS51414)
◆	FOUND BALD REBAR AS NOTED
◎	SET 5/8" X 24" REBAR W/ YELLOW PLASTIC CAP (ZISKA 18636LS)
━━	BOUNDARY THIS SURVEY
───	ADJACENT BOUNDARY
(M)	MEASURED DISTANCE
(R1)	CERTIFICATE OF SURVEY NO. 465 (DOCUMENT NO. 485003)
(R2)	AMENDED PLAT OF LOTS 14 & 15 FLANAGAN SUBDIVISION (DOCUMENT NO. 568197)
(R3)	WARRANTY DEED (DOCUMENT NO. 4071562)
(R4)	FLANAGAN SUBDIVISON (DOCUMENT NO. 4782)

QTR.	SEC.	TWP.	RGE.
⊠	8	1S.	26E.

CERTIFICATE OF SURVEY

JOB#: 2024-063

REVISIONS	
Date	By

WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT. 59102
(406) 894-2210

Drawn By: NRZ | Checked By: JZ | Date: JUNE 2024 | Scale: 1" = 30'

PLOT STYLE: WWC COLOR.stb 04/15/2020
FILE PATH: K:\Billings\Grove Ventures\2024063 Flanagan Feasibility Assessment\05CAD\Sheets\24063_PLAT.dwg

SUBDIVISION IMPROVEMENTS AGREEMENT

& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENTS DISTRICTS

Grove Ventures Subdivision
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CITY OF BILLINGS

I. VARIANCES 2
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III. TRANSPORTATION 3
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Sidewalks 3
Street Lighting 4
Traffic Control Devices 4
Access 4
Billings Area Bikeway and Trails Master Plan (BABTMP) 4
Public Transit 4
IV. EMERGENCY SERVICE 4
V. STORM DRAINAGE 5
VI. UTILITIES 5
Power, Telephone, Gas, and Cable Television 5
VII. PARKS/OPEN SPACE 5
VIII. IRRIGATION 5
IX. SOILS/GEOTECHNICAL STUDY 5
XI. FINANCIAL GUARANTEES 5
XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER 5

SUBDIVISION IMPROVEMENTS AGREEMENT

& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

Grove Ventures Subdivision

This agreement is made and entered into this 7 day of February, 2025, by and between Jim Moiser, Managing Partner of GV Prickett, LLC, whose address for the purpose of this agreement is **2027 Harper Avenue, Hermosa Beach, CA 90254**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

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 the Grove Ventures 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 being requested for this subdivision.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of home construction. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

B. Lot owners should be aware of soil characteristics if proposing to construct any new facilities on the lots. All permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction.

C. 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.

D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvements district which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

E. The Subdivider and subsequent contractors/builders acknowledge that a Stormwater Pollution and Prevention Plan (SWPPP) are required to be filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Association with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

Streets

- Rights-of-way widths of 60-feet for Prickett Lane and the Eastern 20-feet of Florine Lane have already been dedicated in previous amendments. Additionally, we will be dedicating the Western 20-feet of Florine Lane along the property in this subdivision
- Prickett Lane and Florine Lane require asphalt widening and addition of curb and gutter adjacent to the property. Addition of these items by only this project is infeasible as storm drainage would not be able to be collected by the City of Billings storm system. The Developer has agreed to a waiver of right to protest the formation of an SID that may be used in the future for purposes of constructing the street and curb and gutter and assessing this property proportionally.
- No construction within the right-of-way is planned as part of this subdivision.

Sidewalks

- Individual lot owners will be responsible for the construction of the sidewalks adjacent to their lot at the time of home construction and shall be included in each building permit.
- Sidewalks shall be 5-foot wide with a 5-foot boulevard planting strip between the sidewalk and the curb. The sidewalk will not be constructed at this time as no additional sidewalks exist for continuity. Developer has agreed to a waiver of right

to protest the formation of an SID that may be used in the future for purposes of constructing the sidewalk and assessing this property proportionally.

Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

Traffic Control Devices

- Traffic control devices are not required for this subdivision but are included in the waiver of right to protest.

Access

- Access to the lots will be from Prickett Lane and Florine Lane.

Billings Area Bikeway and Trails Master Plan (BABTMP)

- This subdivision is located within the jurisdiction of the BABTMP, but no trail corridors are identified within this subdivision area.

Public Transit

- This subdivision does not require improvements to ensure public transit service. The nearest transit stop is at the intersection of Central Avenue and Moore Lane.

IV. EMERGENCY SERVICE

The Billings Fire Department currently provides fire protection for the subdivision.

At the time of future lot development construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to meet fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted be the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for apparatus access and water supply.

V. STORM DRAINAGE

No changes will be made to the storm drainage on the property or adjacent to it as part of this subdivision. If at a future time additional units or a revised layout of the property is to be permitted, improvements will be required to comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of that development.

VI. UTILITIES

Water and sewer services are provided to the manufacture homes and individual residence separately and will not be changed as part of this subdivision. No new water or sewer mains or services are to be installed.

Power, Telephone, Gas, and Cable Television

Private utility facilities (power, natural gas, telephone, and cable) were previously installed servicing the manufactured homes and individual residence.

VII. PARKS/OPEN SPACE

There is no parkland requirement for this subdivision.

VIII. IRRIGATION

No irrigation ditch, field laterals, or irrigation easements exist in this subdivision.

IX. SOILS/GEOTECHNICAL STUDY

No new facilities are proposed with this subdivision and a geotechnical study has not been completed. Currently all permitted structures within city limits are required by the City of Billings to obtain and follow a geotechnical report prior to construction. If any new facilities or structures are to be constructed at the site, a geotechnical report will be required.

X. PHASING OF IMPROVEMENTS

There are no intended phasing improvements.

XI. FINANCIAL GUARANTEES

No improvements are to be constructed as part of this subdivision excepting those that may be implemented by the City of Billings by use of the attached Waiver of Right to Protest the formation of a Future Special Improvement District.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors and assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER" GV Prickett LLC

Managing Partner, Jim Moiser

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 Jim Moiser, Managing Partner for GV Prickett, LLC, known to me to who executed the foregoing instrument and acknowledged to me that he/she executed the same.

* See attached for Notary public

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 02/21/2025 before me, Amanda Danielle Romero Notary Public
(insert name and title of the officer)

personally appeared James Mosier,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AMANDA DANIELLE ROMERO
Notary Public - California
Los Angeles County
Commission # 2364113
My Comm. Expires Jul 13, 2025

Signature _____ (Seal)

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 date of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recoded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:
South 264 feet of Lot 14 of Flanagan Subdivision

Signed and dated this 7 day of February, 2025

GV Prickett, LLC

Jim Moiser, Managing Partner

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 Jim Moiser, Managing Partner of GV Prickett, LLC, known to me to be the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

* See attached for Notary Public

Notary Public in and for the State of Montana
Printed name: _____
Residing at: _____
My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 02/21/2025 before me, Amanda Danielle Romero Notary Public
(insert name and title of the officer)

personally appeared James Mosier,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

AMANDA DANIELLE ROMERO
Notary Public - California
Los Angeles County
Commission # 2364113
My Comm. Expires Jul 13, 2025

Signature _____ (Seal)

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

September 23, 2024

Greg Reid
WWC Engineering
550 S 24th Street W, Ste. 201
Billings, MT 59102

Dear Applicant/Engineer:

On September 23, 2024 the Billings City Council conditionally approved the preliminary plat of Grove Ventures Subdivision, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Grove Ventures Subdivision. 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 a residential home and manufactured home park. 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 comes from Prickett Lane. 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. There is an existing sewer main along Prickett 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. No additional easements on the lot frontage have been requested.

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.

5. Effect on the public health, safety and welfare

There will be no 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) A mix of housing types that meet the needs of a diverse population is important

2. Central-Terry Area Plan

The proposed subdivision is consistent with the following goals of the Central-Terry Area Plan.

- **Housing** - Maintain the residential character of the neighborhood by preserving structurally sound residences along with replacing unsound structures with new housing that is appropriate in design and density.
- **Land Use** - Maintain a residential character. Through the zoning process, develop transitional areas between surrounding commercial and industrial uses and residential areas.

3. 2018 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2018 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. There is an existing Bikeway along Central Avenue to the north. No additional improvements of this nature are anticipated.

Approved by the Billings City Council, September 23, 2024

William A. Cole

William A. Cole, Mayor

City Council Regular

Date:	03/24/2025
Title:	Annexation 25-02, Ward Boundary Expansion Ordinance - Second Reading
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-25-00013

RECOMMENDATION

Staff recommends the City approve this ordinance on second reading, adding recently annexed property to Ward I. Council held a public hearing on March 10, 2025 and recommended approval on first reading. This second reading action would be consistent with first reading.

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

WWC Engineering, on behalf of Scott Stanway, Skip Stanway, Tucker Stanway, and Tate Stanway (Four-S Corp.) submitted a petition to annex land using the provisions of Section 7-2-4600, MCA. The property is located at 1006 1st Ave N. The land being annexed is legally described as being Tract of Land situated in the northwest one quarter (NW ¼) of Section 34, Township 1 North, Range 26 East, Yellowstone County, Montana, more particularly described as: being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444, said annexation containing 1.032 acres, more or less.

Upon Council approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing occurred March 10, 2025. The second reading will occur at this meeting.

STAKEHOLDERS

City Council conducted a public hearing and 1st reading on March 10, 2025. The City Council received no testimony from the public, and closed the public hearing. The City Council did not have any further discussion. Council Member Gulick made a motion to approve the annexation on first reading and adopt the findings of the annexation criteria. The motion was seconded by Council Member Neese and approved on a unanimous vote.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward I, or;
- Disapprove adding the subject property to Ward I. Disapproval will not modify the boundary of Ward I and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance

ORDINANCE NO. 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 I PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward I the following described real property:

Tract of Land situated in northwest one-quarter (NW ¼) of Section 34, Township 1 north, Range 26 east, Yellowstone County, Montana, more particularly described as: being Lot 3, Block 1 of Plat of Exchange Subdivision in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 1092444, said annexation containing 1.032 acres, more or less.

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 10th Day of March, 2025.

PASSED by the City Council on the second reading this 24th Day of March, 2025.

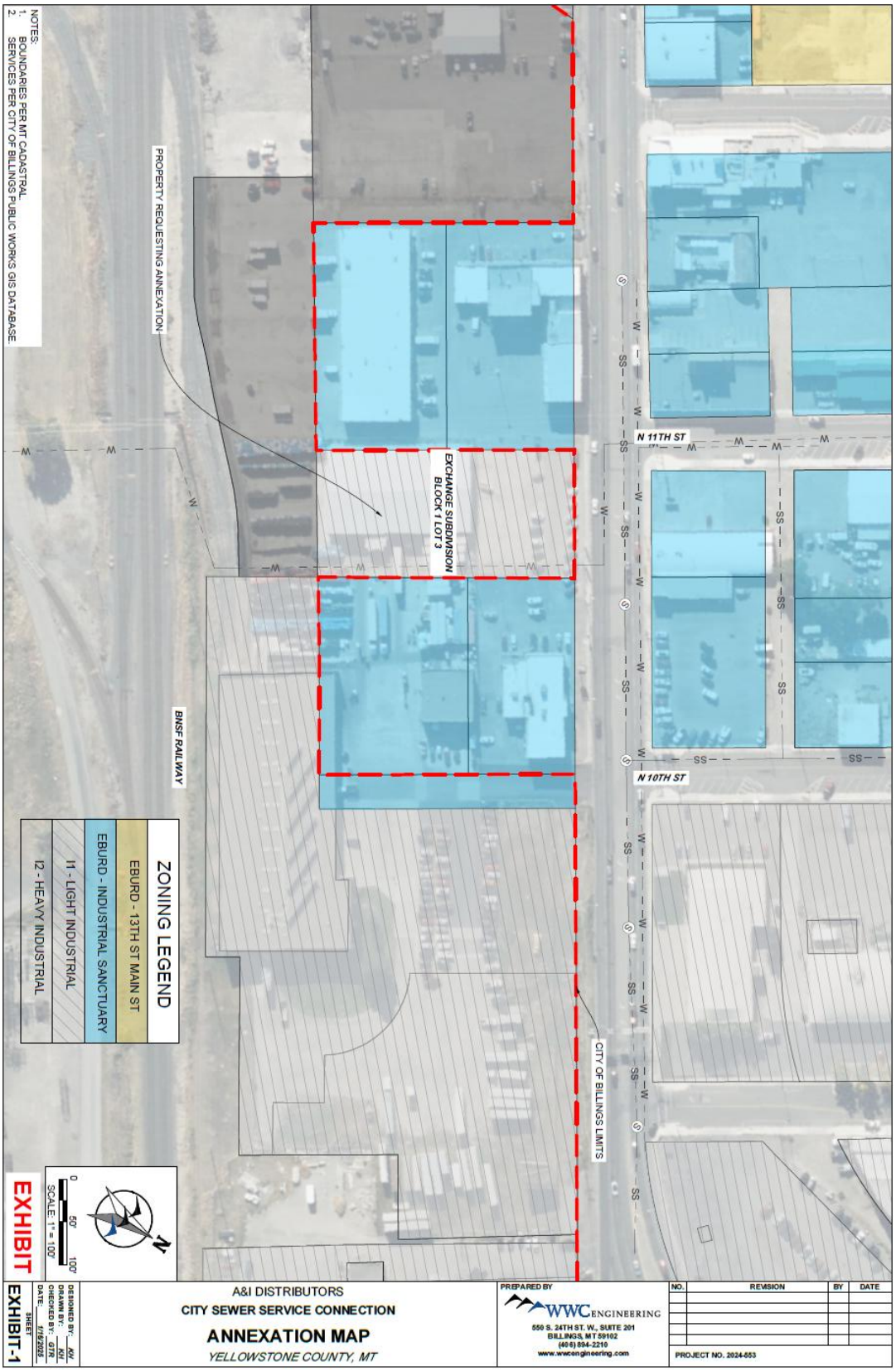
THE CITY OF BILLINGS:

_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

EXHIBIT "A"


NOTES:
1. BOUNDARIES PER MT CADASTRAL.
2. SERVICES PER CITY OF BILLINGS PUBLIC WORKS GIS DATABASE
PROPERTY REQUESTING ANNEXATION
EXCHANGE SUBDIVISION
BLOCK 1 LOT 3
N 11TH ST
N 10TH ST
BNSF RAILWAY
CITY OF BILLINGS LIMITS
ZONING LEGEND
EBURD - 13TH ST MAIN ST
EBURD - INDUSTRIAL SANCTUARY
I1 - LIGHT INDUSTRIAL
I2 - HEAVY INDUSTRIAL
SCALE: 1" = 100'
EXHIBIT
A&I DISTRIBUTORS
CITY SEWER SERVICE CONNECTION
ANNEXATION MAP
YELLOWSTONE COUNTY, MT
PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com
NO. REVISION BY DATE
PROJECT NO. 2024-553
EXHIBIT-1
SHEET
DESIGNED BY: AW
DRAWN BY: GTR
CHECKED BY:
DATE: 11/5/2025

City Council Regular

Date:	03/24/2025
Title:	Payment of Claims for week of February 10th, 2025
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $1,108,069.76 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed.

FISCAL EFFECTS

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

Attachments

CouncilMemo wk of 02102025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	877822	A & E Architects	Tax Incrmnt S	$ 65,393.50	Amend park rec campus arch agreement
02/10/2025	877823	A-1 Landscaping	Building	$ 367.50	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	Building	$ 55.00	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	CDBG	$ 90.00	Snow Removal / Plow Services; Comm Dev
02/10/2025	877823	A-1 Landscaping	CDBG	$ 90.00	Snow Removal / Plow Services; Comm Dev
02/10/2025	877823	A-1 Landscaping	CDBG	$ 360.00	Snow Removal / Plow Services; Comm Dev
02/10/2025	877823	A-1 Landscaping	CDBG	$ 360.00	Snow Removal / Plow Services; Comm Dev
02/10/2025	877823	A-1 Landscaping	CDBG	$ 367.50	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	CDBG	$ 55.00	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	Facilities	$ 1,220.00	Snow Removal / Plow Services; Animal Shel
02/10/2025	877823	A-1 Landscaping	Facilities	$ 610.00	Snow Removal / Plow Services; Animal Shel
02/10/2025	877823	A-1 Landscaping	Facilities	$ 1,016.25	Snow Removal / Plow Services; Ops Center
02/10/2025	877823	A-1 Landscaping	Facilities	$ 2,820.00	Snow Removal / Plow Services; Ops Center
02/10/2025	877823	A-1 Landscaping	Facilities	$ 195.00	Snow Removal / Plow Services; Stillwater
02/10/2025	877823	A-1 Landscaping	Facilities	$ 1,467.50	Snow Removal / Plow Services; Stillwater
02/10/2025	877823	A-1 Landscaping	General	$ 367.50	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	General	$ 55.00	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	Library	$ 255.00	Snow Removal / Plow Services; Library
02/10/2025	877823	A-1 Landscaping	Library	$ 220.00	Snow Removal / Plow Services; Library
02/10/2025	877823	A-1 Landscaping	Library	$ 1,830.00	Snow Removal / Plow Services; Library
02/10/2025	877823	A-1 Landscaping	Library	$ 1,155.00	Snow Removal / Plow Services; Library
02/10/2025	877823	A-1 Landscaping	Parking	$ 85.00	Snow Removal / Plow Services; Library
02/10/2025	877823	A-1 Landscaping	Parking	$ 610.00	Snow Removal / Plow Services; Library
02/10/2025	877823	A-1 Landscaping	Parking	$ 220.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 340.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 155.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 110.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 200.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 1,195.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 2,905.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 2,997.50	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 3,340.00	Snow Removal / Plow Services; Parking
02/10/2025	877823	A-1 Landscaping	Parking	$ 1,875.00	Snow Removal / Plow Services; Parking

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	877823	A-1 Landscaping	Planning	$ 367.50	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	Planning	$ 55.00	Snow Removal / Plow Services; Planning
02/10/2025	877823	A-1 Landscaping	Urban Renewal Prop	$ 1,870.00	Snow Removal / Plow Services; Comm Dev
02/10/2025	877824	Ace Electric	Wastewater	$ 60.00	P-Tac Unit not Working
02/10/2025	877824	Ace Electric	Wastewater	$ 681.25	Replace PTAC Unit
02/10/2025	877824	Ace Electric	Water	$ 180.00	P-Tac Unit not Working
02/10/2025	877824	Ace Electric	Water	$ 2,043.75	Replace PTAC Unit
02/10/2025	877831	Ascentis	General	$ 35,420.00	Inv. SI-178341 NOVA5000 2/1/25 - 1/31/26
02/10/2025	877832	ATS Inland NW	Airport	$ 884.75	FY25 Energy Management Services - QTA
02/10/2025	877832	ATS Inland NW	Airport	$ 3,984.00	FY25 Energy Management Services-Terminal
02/10/2025	877841	Brenntag Pacific	Street/Traffic	$ 11,778.00	hicothaw liquid deicer
02/10/2025	877842	Bridgestone/Firestone	Transit	$ 3,038.73	6568652839_Mileage
02/10/2025	ACH	Burns & McDonnell Engineering	Water	$ 105,487.03	WO1942 Westend Water Treatment Plant Proj
02/10/2025	ACH	Center for Public Safety Management	General	$ 13,957.80	Fire/EMS/Law Enforcement Services Analysis
02/10/2025	877860	Dell Computer	Building	$ 2,300.84	Dell Precision 7680, and docking station
02/10/2025	877860	Dell Computer	IT Resources	$ 2,518.76	Dell Precision 7680 Laptop, and Dock
02/10/2025	877860	Dell Computer	Public Safety	$ 1,024.32	Qty. 8 24" monitors -Police Seargants
02/10/2025	877860	Dell Computer	Public Safety	$ 268.70	Qty. 8 24" monitors -Police Seargants
02/10/2025	877860	Dell Computer	Street/Traffic	$ (268.70)	Qty. 8 24" monitors -Police Seargants
02/10/2025	877862	Desert Mountain	Street/Traffic	$ 5,489.44	ice slicer to fill airport facility
02/10/2025	877866	EBMS	City Ins Fund	$ 855.00	March 1, 2025
02/10/2025	877866	EBMS	City Ins Fund	$ 41,367.50	March 1, 2025
02/10/2025	877866	EBMS	City Ins Fund	$ 79,055.68	March 1, 2025
02/10/2025	877866	EBMS	City Ins Fund	$ 1,284.50	March 1, 2025
02/10/2025	877866	EBMS	City Ins Fund	$ 6,793.50	March 1, 2025
02/10/2025	877866	EBMS	City Ins Fund	$ 6,750.36	March 1, 2025
02/10/2025	877866	EBMS	Payroll Clearing	$ 14,085.38	March 1, 2025
02/10/2025	ACH	Galles Filter	Fleet	$ 25.20	P1-35568-02
02/10/2025	ACH	Galles Filter	Fleet	$ 3.60	P1-35675-02
02/10/2025	ACH	Galles Filter	Fleet	$ 7.93	P1-35675-02
02/10/2025	ACH	Galles Filter	Fleet	$ 30.25	P1-35675-02
02/10/2025	ACH	Galles Filter	Fleet	$ 8.76	P1-35748-01
02/10/2025	ACH	Galles Filter	Fleet	$ 8.58	P1-35748-01

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02/10/2025	ACH	Galles Filter	Fleet	$ 3.60	P1-35748-01
02/10/2025	ACH	Galles Filter	Fleet	$ 186.24	P1-35748-01
02/10/2025	ACH	Galles Filter	Fleet	$ 8.28	P1-35748-01
02/10/2025	ACH	Galles Filter	Fleet	$ 62.08	P1-35820-01
02/10/2025	ACH	Galles Filter	Fleet	$ 30.25	P1-35820-01
02/10/2025	ACH	Galles Filter	Fleet	$ 13.00	P1-35820-01
02/10/2025	ACH	Galles Filter	Fleet	$ 157.08	P1-35820-01
02/10/2025	ACH	Galles Filter	Fleet	$ 3.68	P1-35820-01
02/10/2025	ACH	Galles Filter	Fleet	$ 17.16	P1-35820-01
02/10/2025	ACH	Galles Filter	Fleet	$ 3.60	P1-35902-01
02/10/2025	ACH	Galles Filter	Fleet	$ 24.58	P1-35902-01
02/10/2025	ACH	Galles Filter	Fleet	$ 12.68	P1-35902-01
02/10/2025	ACH	Galles Filter	Fleet	$ 22.56	P1-35902-01
02/10/2025	ACH	Galles Filter	Fleet	$ 13.98	P1-35902-01
02/10/2025	ACH	Galles Filter	Fleet	$ 3.66	P1-35902-01
02/10/2025	ACH	Galles Filter	Fleet	$ 19.02	P1-35902-02
02/10/2025	ACH	Galles Filter	Fleet	$ 24.08	P1-35998-01
02/10/2025	ACH	Galles Filter	Fleet	$ 8.20	P1-35998-01
02/10/2025	ACH	Galles Filter	Fleet	$ 6.75	P1-35998-01
02/10/2025	ACH	Galles Filter	Fleet	$ 16.59	P1-35998-01
02/10/2025	ACH	Galles Filter	Fleet	$ 75.12	P1-35998-01
02/10/2025	ACH	Galles Filter	Fleet	$ 5.33	P1-35998-01
02/10/2025	ACH	Galles Filter	Fleet	$ 8.40	P1-35998-01
02/10/2025	ACH	Galles Filter	Fleet	$ 72.66	P1-36117-01
02/10/2025	ACH	Galles Filter	Fleet	$ 27.96	P1-36117-01
02/10/2025	ACH	Galles Filter	Fleet	$ 31.95	P1-36117-01
02/10/2025	ACH	Galles Filter	Fleet	$ 67.63	P1-36117-01
02/10/2025	ACH	Galles Filter	Fleet	$ 157.08	P1-36117-01
02/10/2025	ACH	Galles Filter	Fleet	$ 13.00	P1-36117-01
02/10/2025	ACH	Galles Filter	Fleet	$ 3.95	P1-36117-01
02/10/2025	ACH	Galles Filter	Fleet	$ 3.60	P1-36117-01
02/10/2025	ACH	Galles Filter	Solid Waste	$ 201.00	Inner cab air elements for landfill equipment
02/10/2025	ACH	Galles Filter	Solid Waste	$ 235.90	Outer Air Elements for Landfill equipment

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	ACH	Galles Filter	Solid Waste	$ 1,392.90	Outer,Inner,Cab Air Elements Landfill equip
02/10/2025	ACH	Galles Filter	Wastewater	$ 19.20	windshield washer fluid
02/10/2025	ACH	Galles Filter	Water	$ 19.20	windshield washer fluid
02/10/2025	877874	Gillig	Transit	$ 3,144.52	41265124_Tire Rims- BEB 1847-1850
02/10/2025	877874	Gillig	Transit	$ 20.50	41265812_Unit#1846_Light Kit- Air Pressure Gauge
02/10/2025	877876	GovExec Holding	CDBG	$ 333.32	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	General	$ 1,000.00	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	General	$ 333.34	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	General	$ 1,000.00	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	Library	$ 1,000.00	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	Library	$ 1,000.00	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	Library	$ 1,000.00	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	Library	$ 1,000.00	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	Planning	$ 333.34	Enterprise Cybersecurity Leadership
02/10/2025	877876	GovExec Holding	Public Safety	$ 1,000.00	Enterprise Cybersecurity Leadership
02/10/2025	ACH	Great West Engineering	Solid Waste	$ 9,032.17	Retainage Release
02/10/2025	877877	Greystone Construction	St Maint Dist	$ 58,101.89	WO2345 Street/Traffic Remote Salt Storage
02/10/2025	877880	Hi-Country Dock & Door	Facilities	$ 831.00	BOC Door #7 mechanic shop door
02/10/2025	877881	Hi-Country Dock & Door	Property Ins	$ 4,968.00	Repairs to an overhead door at FS1
02/10/2025	877880	Hi-Country Dock & Door	Stillwater Const	$ 2,192.00	3-button transmitters Stillwater Rolling Door
02/10/2025	877882	High Point Networks	Airport	$ 5,000.00	Delayed Billing for WiFi Network Implement
02/10/2025	877885	Iaff	Payroll Clearing	$ 5,519.27	Payroll Summary
02/10/2025	877886	Ingram Library	Library	$ (11.20)	85235025
02/10/2025	877886	Ingram Library	Library	$ 0.28	85740885
02/10/2025	877886	Ingram Library	Library	$ 10.77	85740885
02/10/2025	877886	Ingram Library	Library	$ 1.29	85740886
02/10/2025	877886	Ingram Library	Library	$ 47.18	85740886
02/10/2025	877886	Ingram Library	Library	$ 10.79	85740886
02/10/2025	877886	Ingram Library	Library	$ 0.59	85740887
02/10/2025	877886	Ingram Library	Library	$ 14.99	85740887
02/10/2025	877886	Ingram Library	Library	$ 0.36	85740888
02/10/2025	877886	Ingram Library	Library	$ 12.97	85740888
02/10/2025	877886	Ingram Library	Library	$ 0.48	85740889

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	877886	Ingram Library	Library	$ 17.69	85740889
02/10/2025	877886	Ingram Library	Library	$ 0.94	85846678
02/10/2025	877886	Ingram Library	Library	$ 35.40	85846678
02/10/2025	877886	Ingram Library	Library	$ 0.72	85846679
02/10/2025	877886	Ingram Library	Library	$ 34.81	85846679
02/10/2025	877886	Ingram Library	Library	$ 1.34	85846680
02/10/2025	877886	Ingram Library	Library	$ 17.70	85846680
02/10/2025	877886	Ingram Library	Library	$ 46.80	85846680
02/10/2025	877886	Ingram Library	Library	$ 9.24	85970290
02/10/2025	877886	Ingram Library	Library	$ 0.03	85970291
02/10/2025	877886	Ingram Library	Library	$ 29.99	85970291
02/10/2025	877886	Ingram Library	Library	$ 0.02	85970292
02/10/2025	877886	Ingram Library	Library	$ 11.79	85970292
02/10/2025	877886	Ingram Library	Library	$ 0.09	85970293
02/10/2025	877886	Ingram Library	Library	$ 103.24	85970293
02/10/2025	877886	Ingram Library	Library	$ 11.20	85970293
02/10/2025	877886	Ingram Library	Library	$ 0.03	85970294
02/10/2025	877886	Ingram Library	Library	$ 36.57	85970294
02/10/2025	877886	Ingram Library	Library	$ 0.05	85970295
02/10/2025	877886	Ingram Library	Library	$ 71.09	85970295
02/10/2025	877886	Ingram Library	Library	$ 2.78	85970296
02/10/2025	877886	Ingram Library	Library	$ 69.26	85970296
02/10/2025	877886	Ingram Library	Library	$ 19.24	85970296
02/10/2025	877886	Ingram Library	Library	$ 844.40	85970296
02/10/2025	877886	Ingram Library	Library	$ 904.11	85970296
02/10/2025	877886	Ingram Library	Library	$ 10.19	85970296
02/10/2025	877886	Ingram Library	Library	$ 1,551.74	85970296
02/10/2025	877886	Ingram Library	Library	$ 20.06	85970296
02/10/2025	877886	Ingram Library	Library	$ 21.58	85970297
02/10/2025	877886	Ingram Library	Library	$ 1.81	86007668
02/10/2025	877886	Ingram Library	Library	$ 106.14	86007668
02/10/2025	877886	Ingram Library	Library	$ 34.17	86007668
02/10/2025	877886	Ingram Library	Library	$ 20.63	86007668

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	877886	Ingram Library	Library	$ 0.48	86007669
02/10/2025	877886	Ingram Library	Library	$ 38.97	86007669
02/10/2025	877886	Ingram Library	Library	$ 0.52	86007670
02/10/2025	877886	Ingram Library	Library	$ 17.10	86007670
02/10/2025	877886	Ingram Library	Library	$ 54.26	86007670
02/10/2025	877886	Ingram Library	Library	$ 0.19	86007671
02/10/2025	877886	Ingram Library	Library	$ 10.79	86007671
02/10/2025	877886	Ingram Library	Library	$ 11.20	86007671
02/10/2025	877886	Ingram Library	Library	$ 0.58	86044540
02/10/2025	877886	Ingram Library	Library	$ 28.19	86044540
02/10/2025	877886	Ingram Library	Library	$ 0.42	86044541
02/10/2025	877886	Ingram Library	Library	$ 10.79	86044541
02/10/2025	877886	Ingram Library	Library	$ 10.79	86044541
02/10/2025	877886	Ingram Library	Library	$ 1.20	86044542
02/10/2025	877886	Ingram Library	Library	$ 16.52	86044542
02/10/2025	877886	Ingram Library	Library	$ 14.99	86044542
02/10/2025	877886	Ingram Library	Library	$ 11.20	86044542
02/10/2025	877886	Ingram Library	Library	$ 0.57	86044543
02/10/2025	877886	Ingram Library	Library	$ 11.40	86044543
02/10/2025	877886	Ingram Library	Library	$ 14.99	86044543
02/10/2025	877886	Ingram Library	Library	$ 0.23	86044544
02/10/2025	877886	Ingram Library	Library	$ 7.79	86044544
02/10/2025	877886	Ingram Library	Library	$ 0.12	86073675
02/10/2025	877886	Ingram Library	Library	$ 40.10	86073675
02/10/2025	877886	Ingram Library	Library	$ 0.05	86073676
02/10/2025	877886	Ingram Library	Library	$ 5.84	86073676
02/10/2025	877886	Ingram Library	Library	$ 2.83	86073677
02/10/2025	877886	Ingram Library	Library	$ 125.00	86073677
02/10/2025	877886	Ingram Library	Library	$ 26.14	86073677
02/10/2025	877886	Ingram Library	Library	$ 219.49	86073677
02/10/2025	877886	Ingram Library	Library	$ 324.88	86073677
02/10/2025	877886	Ingram Library	Library	$ 0.10	86078041
02/10/2025	877886	Ingram Library	Library	$ 16.52	86078041

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	877886	Ingram Library	Library	$ 2.90	86078042
02/10/2025	877886	Ingram Library	Library	$ 465.90	86078042
02/10/2025	877886	Ingram Library	Library	$ 181.42	86098934
02/10/2025	877886	Ingram Library	Library	$ 168.31	86098934
02/10/2025	877886	Ingram Library	Library	$ 328.15	86098934
02/10/2025	877886	Ingram Library	Library	$ 7.49	86098934
02/10/2025	ACH	Joe Johnson Equipment	Fleet	$ 1,862.00	P02456
02/10/2025	ACH	Joe Johnson Equipment	Fleet	$ 1,840.00	P02456
02/10/2025	ACH	Joe Johnson Equipment	Fleet	$ 2,500.00	P02456
02/10/2025	ACH	Joe Johnson Equipment	Fleet	$ 4,495.14	S00310
02/10/2025	ACH	Joe Johnson Equipment	Wastewater	$ 19.48	--; GASKET/FLANGE
02/10/2025	ACH	Joe Johnson Equipment	Wastewater	$ 1,710.00	HOSE; HOSE
02/10/2025	877891	Knife River	Street/Traffic	$ 3,349.32	inv#940476winter traction material
02/10/2025	877891	Knife River	Street/Traffic	$ 5,988.06	inv#940528winter traction material
02/10/2025	877891	Knife River	Street/Traffic	$ 5,290.74	inv#940529winter traction material
02/10/2025	877891	Knife River	Street/Traffic	$ 3,905.20	inv#940689winter traction material
02/10/2025	ACH	Kois Brothers	Fleet	$ 855.00	59271
02/10/2025	ACH	Kois Brothers	Fleet	$ 88.44	59275
02/10/2025	ACH	Kois Brothers	Fleet	$ 335.12	59276
02/10/2025	ACH	Kois Brothers	Fleet	$ 164.50	59339
02/10/2025	ACH	Kois Brothers	Fleet	$ 17.82	59339
02/10/2025	ACH	Kois Brothers	Fleet	$ 491.36	59421
02/10/2025	ACH	Kois Brothers	Street/Traffic	$ 114.72	part for unit 1153
02/10/2025	ACH	Kois Brothers	Street/Traffic	$ 1,134.38	cutting edges for unit 1115
02/10/2025	ACH	Kois Brothers	Wastewater	$ 217.50	REPAIR LIGHTS-VEHICLE 7621
02/10/2025	ACH	Kois Brothers	Water	$ 217.50	REPAIR LIGHTS-VEHICLE 7621
02/10/2025	877892	KTVQ Communications	Airport	$ 5,240.00	Invoice #1342857-2. Holiday Promotion
02/10/2025	877893	L P Anderson Tire	Airport	$ 8,012.36	Invoice #2213617. C-5 Tires
02/10/2025	877894	Lee Newspaper	P.W. Admin	$ 4,350.00	Public Works Dept Media Marketing 2023
02/10/2025	877898	Mckinstry	Stillwater Const	$ 5,000.00	Indep 3rd party commissioning- Stillwater
02/10/2025	877901	Metric One Training and Consulting	General	$ 4,725.00	CE team training 2/11/2025
02/10/2025	877905	MONT VISTA BILLINGS HOA	Water	$ 4,023.84	MONT VISTA BILLINGS HOA LLC MARR Refund
02/10/2025	877906	Montana CSED	Payroll Clearing	$ 6,054.42	Payroll Summary

Check Date	Check #	Name	Fund Name	Amount		Item Desc
02/10/2025	877907	Montana Dakota Utilities	Facilities	$ 1,362.33	130 733 1000 8	
02/10/2025	877907	Montana Dakota Utilities	Facilities	$ 4,570.65	757 633 1000 2	
02/10/2025	877907	Montana Dakota Utilities	Facilities	$ 76.77	989 733 1000 0	
02/10/2025	877907	Montana Dakota Utilities	Facilities	$ 1,161.24	993 733 1000 4	
02/10/2025	877907	Montana Dakota Utilities	Park Dist 1	$ 76.77	061 943 1000 6	
02/10/2025	877907	Montana Dakota Utilities	Park Dist 1	$ 117.27	371 101 1000 6	
02/10/2025	877907	Montana Dakota Utilities	Park Dist 1	$ 476.57	571 295 3342 8	
02/10/2025	877907	Montana Dakota Utilities	Park Dist 1	$ 119.27	927 890 1000 3	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 1,807.92	169 233 1000 3	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 23.49	357 004 5071 7	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 609.42	442 190 1000 4	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 78.78	602 589 7178 1	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 1,453.73	885 880 1000 4	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 530.88	958 650 1000 3	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 165.66	959 389 9168 4	
02/10/2025	877907	Montana Dakota Utilities	Public Safety	$ 448.91	971 487 8549 2	
02/10/2025	877907	Montana Dakota Utilities	Solid Waste	$ 1,316.44	284 225 1320 1	
02/10/2025	877907	Montana Dakota Utilities	Solid Waste	$ 110.77	602 680 9335 2	
02/10/2025	877907	Montana Dakota Utilities	Solid Waste	$ 1,821.55	770 390 1000 2	
02/10/2025	877907	Montana Dakota Utilities	Transit	$ 3,000.68	962 880 1000 0	
02/10/2025	877907	Montana Dakota Utilities	Wastewater	$ 134.61	017 739 3911 9	
02/10/2025	877907	Montana Dakota Utilities	Wastewater	$ 295.02	310 490 1000 7	
02/10/2025	877907	Montana Dakota Utilities	Wastewater	$ 376.68	410 490 1000 6	
02/10/2025	877907	Montana Dakota Utilities	Wastewater	$ 94.90	470 750 1000 0	
02/10/2025	877907	Montana Dakota Utilities	Wastewater	$ 23.48	559 250 1000 5	
02/10/2025	877907	Montana Dakota Utilities	Wastewater	$ 144.18	868 563 1000 7	
02/10/2025	877907	Montana Dakota Utilities	Water	$ 343.92	010 490 1000 0	
02/10/2025	877907	Montana Dakota Utilities	Water	$ 77.46	076 225 9180 3	
02/10/2025	877907	Montana Dakota Utilities	Water	$ 77.90	110 490 1000 9	
02/10/2025	877907	Montana Dakota Utilities	Water	$ 431.70	209 077 5055 6	
02/10/2025	877907	Montana Dakota Utilities	Water	$ 503.26	210 490 1000 8	
02/10/2025	877907	Montana Dakota Utilities	Water	$ 885.06	310 490 1000 7	
02/10/2025	877907	Montana Dakota Utilities	Water	$ 1,130.04	410 490 1000 6	

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	877907	Montana Dakota Utilities	Water	$ 5,192.28	500 490 1000 7
02/10/2025	877907	Montana Dakota Utilities	Water	$ 124.68	510 490 1000 5
02/10/2025	877907	Montana Dakota Utilities	Water	$ 135.39	527 033 1000 4
02/10/2025	877907	Montana Dakota Utilities	Water	$ 202.03	566 923 1000 8
02/10/2025	877907	Montana Dakota Utilities	Water	$ 15.61	600 490 1000 6
02/10/2025	877907	Montana Dakota Utilities	Water	$ 15.62	600 490 1000 6
02/10/2025	877907	Montana Dakota Utilities	Water	$ 446.92	610 490 1000 4
02/10/2025	877907	Montana Dakota Utilities	Water	$ 147.83	666 923 1000 7
02/10/2025	877907	Montana Dakota Utilities	Water	$ 641.40	700 490 1000 5
02/10/2025	877907	Montana Dakota Utilities	Water	$ 370.51	800 490 1000 4
02/10/2025	877907	Montana Dakota Utilities	Water	$ 617.78	825 150 1000 5
02/10/2025	877907	Montana Dakota Utilities	Water	$ 166.62	832 001 1000 1
02/10/2025	877907	Montana Dakota Utilities	Water	$ 945.11	900 490 1000 3
02/10/2025	877911	MFPE	Payroll Clearing	$ 2,947.10	Payroll Summary
02/10/2025	ACH	MMIA	Property Ins	$ 73,941.27	Liability Self Insurance Payment #DR1005690
02/10/2025	877914	MSFA	Payroll Clearing	$ 5,568.92	Payroll Summary
02/10/2025	877916	Morrison Maierle	Airport	$ 4,117.72	AIP-73 Terminal Expansion- Eligible for Reimb
02/10/2025	877916	Morrison Maierle	Airport	$ 457.52	AIP-73 Terminal Expansion- Ineli for Reimb
02/10/2025	877916	Morrison Maierle	Airport	$ 387.06	AIP-76 Terminal Expansion - eligible for local
02/10/2025	877916	Morrison Maierle	Airport	$ 7,510.04	Amendment #13 Terminal Expansion Proj- Fed
02/10/2025	877916	Morrison Maierle	Airport	$ 7,624.64	Amendment #13 Terminal Expansion Proj- Fed
02/10/2025	877916	Morrison Maierle	Airport	$ 705.93	Amendment #13 Terminal Expansion Proj- Inel
02/10/2025	877916	Morrison Maierle	Airport	$ 716.71	Amendment #13 Terminal Expansion Proj- Inel
02/10/2025	877916	Morrison Maierle	Airport	$ 834.45	Amendment #13 Terminal Expansion Proj- Loc
02/10/2025	877916	Morrison Maierle	Airport	$ 847.18	Amendment #13 Terminal Expansion Proj- Loc
02/10/2025	877919	MPPA	Payroll Clearing	$ 3,933.23	Payroll Summary
02/10/2025	877925	North Ridge Fire Equipment	Public Safety	$ 2,764.35	Crewboss Nomex Pants
02/10/2025	877926	NorthWestern Energy	Airport	$ 38,243.71	0100482-9. Vault Main Account. January 2025
02/10/2025	877926	NorthWestern Energy	Airport	$ 372.58	0712792-1. IP-7. January 2025
02/10/2025	877926	NorthWestern Energy	Airport	$ 1,023.56	0712800-2. IP-9. January 2025
02/10/2025	877926	NorthWestern Energy	Airport	$ 649.04	0712809-3. Alpine. January 2025
02/10/2025	877926	NorthWestern Energy	Airport	$ 302.63	2001855-2. Detail Bay 2 National/Alamo. Jan 25
02/10/2025	877928	Pat McCarthy Productions	Public Safety	$ 3,500.00	Street Crimes Training in Billings, MT on Dec 2-4.

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	877932	Public Utilities	Airport	$ 29,390.49	Service Period 12/21/24 - 1/18/25 Water Service
02/10/2025	877932	Public Utilities	CDBG	$ 55.40	1709 St. Johns Ave / Account #3115557
02/10/2025	877938	Safetech	CDBG	$ 7,700.00	Asbestos Abatement Services Agreement
02/10/2025	877941	Sanderson Stewart	Planning	$ 5,841.55	Professional Services through January 24, 2025
02/10/2025	877944	SIGNAL 88 FRANCHISE GROUP	Building	$ 263.90	Security Services
02/10/2025	877944	SIGNAL 88 FRANCHISE GROUP	Library	$ 19,254.77	3793809 Security Guard Service January 2025
02/10/2025	877945	Skyline Services	Airport	$ 8,865.00	Invoice #54652. Window Cleaning
02/10/2025	877945	Skyline Services	Library	$ 195.00	54874 Window/Door cleaning
02/10/2025	877946	SL-serco	Solid Waste	$ 3,125.00	Utility Billing System AuditFinal Evaluation
02/10/2025	877946	SL-serco	Wastewater	$ 4,775.00	Utility Billing System AuditFinal Evaluation
02/10/2025	877946	SL-serco	Water	$ 21,100.00	Utility Billing System AuditFinal Evaluation
02/10/2025	877949	S Blngs Urban Renewal Association	Tax Incrmnt S	$ 44,000.00	SBURA FY25 Operating agreement $176,000 annual
02/10/2025	877952	Star Service	Wastewater	$ 47,051.73	WO 23-22 WRF Digester Boiler...Construction
02/10/2025	877953	State Chemical	Airport	$ 5,281.38	Boiler & Cooling Tower Treatment
02/10/2025	877955	Steves Install	CDBG	$ 2,500.00	North Park Restroom/ Retainage Release CDBG
02/10/2025	877955	Steves Install	CDBG	$ 1,480.00	North Park Restroom / Retainage Release CDBG-CV
02/10/2025	877960	Thorn Run Partners	General	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.; Inv 227270
02/10/2025	877960	Thorn Run Partners	P.W. Admin	$ 3,750.00	Federal Lobbying Svcs 2 Year Contract.Inv 227270
02/10/2025	877961	Tire-Rama	Solid Waste	$ (226.50)	Adjustment for collections.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 105.00	Service call. Tire rotation. Landfill.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 60.00	Snow tire change.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 125.00	Tire dismount, mount, and rotation. Collections.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 236.50	Tire purchase and repair. Collections.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 1,605.50	Tire purchase and repair. Collections.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 2,872.00	Tire purchase and repair. Collections.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 259.47	Tire repair and purchase for 0039.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 392.50	Tire repair, dismount, mount, and rotation. Collec
02/10/2025	877961	Tire-Rama	Solid Waste	$ 4,319.00	Tire repair/retread and purchase. Collections.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 485.00	Tire rotation, dismount, mount. Collections.
02/10/2025	877961	Tire-Rama	Solid Waste	$ 447.50	Tire rotation, repair, mount, and dismount. Collec
02/10/2025	877961	Tire-Rama	Street/Traffic	$ 264.48	--; TIRE; TIRE
02/10/2025	877961	Tire-Rama	Street/Traffic	$ 45.00	--; TIRE; TIRE
02/10/2025	ACH	Town & Country Supply	Solid Waste	$ 6,386.10	445699

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/10/2025	ACH	Town & Country Supply	Solid Waste	$ 12,170.59	445699
02/10/2025	ACH	Tractor & Equipment	Fleet	$ 230.36	BLCS0854240
02/10/2025	ACH	Tractor & Equipment	Fleet	$ 60.50	BLCS0854240
02/10/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,975.25	Cartridges, elements, and filters for Landfill equip
02/10/2025	ACH	Tractor & Equipment	Street/Traffic	$ 5,559.60	grader cutting edges
02/10/2025	877966	TrueNorth Steel	Street/Traffic	$ 2,928.00	turf mat
02/10/2025	877968	Tyler Technologies	IT Resources	$ 3,924.65	New Softcode License for Sheriff Dept.
02/10/2025	877977	Yellowstone County Finance Dpt	Public Safety	$ 7,298.10	CY 2025 EverBridge Mass Notification System
02/10/2025	877977	Yellowstone County Finance Dpt	Public Safety	$ 7,298.10	CY 2025 EverBridge Mass Notification System
02/10/2025	877978	Yellowstone County Treasurer	CDBG	$ 1,415.25	Community Development
02/10/2025	877978	Yellowstone County Treasurer	CDBG	$ 1,169.23	Community Development
02/10/2025	877980	YVAS	Public Safety	$ 27,288.32	contract 1-2025
02/10/2025	877980	YVAS	Public Safety	$ 2,400.00	software maintenance
02/10/2025	877981	Yellowstone Valley Elec	Solid Waste	$ 862.43	Electricity at Landfill Compost site. 12/1/24-1/1/25
02/10/2025	877981	Yellowstone Valley Elec	Solid Waste	$ 1,356.79	Electricity service at Landfill Flare. 12/1/24-1/1/25
02/10/2025	877981	Yellowstone Valley Elec	Solid Waste	$ 4,175.47	Electricity service at Landfill. 12/1/24-1/1/25

City Council Regular

Date:	03/24/2025
Title:	Payment of Claims for week of February 18th, 2025
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $3,555,371.97 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed.

FISCAL EFFECTS

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

Attachments

CouncilMemo wk of 02182025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	877983	360 Office Solutions	General	$ 65,130.25	New City Hall Storage Shelving - Billings Municipal Court
02/18/2025	ACH	A & I Distributors	Airport	$ 1,014.71	Invoice #38758-00. 55 Gallons 10W30
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	34185
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	34185
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	34185
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	34185
02/18/2025	ACH	A & I Distributors	Fleet	$ 385.00	34185-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 954.80	34185-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 982.30	34185-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 201.60	34185-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 385.00	36780-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 477.40	36780-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 491.15	36780-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 506.20	36780-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	39469
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	39469
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	39469
02/18/2025	ACH	A & I Distributors	Fleet	$ 41.53	39469
02/18/2025	ACH	A & I Distributors	Fleet	$ 954.80	39469-00
02/18/2025	ACH	A & I Distributors	Fleet	$ 982.30	39469-00
02/18/2025	ACH	A & I Distributors	Solid Waste	$ 1,650.00	330 gallon DEF. Collections.
02/18/2025	ACH	A & I Distributors	Solid Waste	$ 1,650.00	330 gallon DEF. Landfill.
02/18/2025	ACH	A & I Distributors	Solid Waste	$ 129.22	DEF & washer fluid. Collections.
02/18/2025	ACH	A & I Distributors	Street/Traffic	$ 1,650.00	inv#34827-00totes of def for trucks
02/18/2025	ACH	A & I Distributors	Transit	$ 1,899.70	31084-00_ATF & Oil
02/18/2025	ACH	A & I Distributors	Transit	$ 71.33	31084-00_ATF & Oil
02/18/2025	ACH	A & I Distributors	Transit	$ 825.00	31585-00_DEF
02/18/2025	ACH	A & I Distributors	Transit	$ 825.00	38686-00_DEF
02/18/2025	877984	Advanced Employment	P.W. Admin	$ 1,548.40	Temp Staffing Svcs for Admin Office; Invoice 1360097175
02/18/2025	877984	Advanced Employment	Planning	$ 396.90	W.E. 1/26/25 Temp Employee; Heather Reese
02/18/2025	877984	Advanced Employment	Planning	$ 743.40	W/E 2/2/2025 Temp Employee; Heather Reese
02/18/2025	877984	Advanced Employment	Solid Waste	$ 1,301.30	Contract labor at Landfill for week ending 2/4/25.
02/18/2025	877985	Aerzen USA	Wastewater	$ 3,553.42	blower intake filters

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	877986	All Color Embroidery	Fleet	$ 1,782.00	39770
02/18/2025	877986	All Color Embroidery	Public Safety	$ 1,782.00	--; GRAPHICS
02/18/2025	877990	Askin Construction	Storm Sewer	$ 218,971.76	WO 24-38 Wicks Lane Storm, Phase II; Pmt 4
02/18/2025	877990	Askin Construction	Water	$ 242,652.31	WO1942 West End Water Treatment Plant Main
02/18/2025	877992	AT & T Corp	Airport	$ 829.86	Airport -
02/18/2025	877992	AT & T Corp	Building	$ 603.94	Building Cell Phones
02/18/2025	877992	AT & T Corp	Building	$ 45.26	Building Manager
02/18/2025	877992	AT & T Corp	Building	$ 386.10	Building Surfaces
02/18/2025	877992	AT & T Corp	CDBG	$ 146.89	Comm Dev
02/18/2025	877992	AT & T Corp	Court Grants	$ 90.52	Muni Court DC
02/18/2025	877992	AT & T Corp	Engineering	$ 293.99	Engineering Cell Phones and MiFi
02/18/2025	877992	AT & T Corp	Engineering	$ 225.59	Engineering Tablets
02/18/2025	877992	AT & T Corp	Facilities	$ 45.26	Facilities BOC
02/18/2025	877992	AT & T Corp	Facilities	$ 31.68	Facilities BOC
02/18/2025	877992	AT & T Corp	Facilities	$ 13.58	Facilities BOC
02/18/2025	877992	AT & T Corp	Facilities	$ 45.26	Facilities BOC
02/18/2025	877992	AT & T Corp	Facilities	$ 86.52	Facilities BOC/CH
02/18/2025	877992	AT & T Corp	Facilities	$ 28.84	Facilities BOC/CH
02/18/2025	877992	AT & T Corp	Facilities	$ 45.26	Facilities City Hall - Seth\Eric
02/18/2025	877992	AT & T Corp	Facilities	$ 45.26	Facilities City Hall - Seth\Eric
02/18/2025	877992	AT & T Corp	Facilities	$ 45.26	Facilities City Hall - Seth\Eric
02/18/2025	877992	AT & T Corp	Facilities	$ 90.52	Facilities Managers
02/18/2025	877992	AT & T Corp	Fleet	$ 90.52	FLEET
02/18/2025	877992	AT & T Corp	General	$ 417.28	Code Enforcement
02/18/2025	877992	AT & T Corp	General	$ 45.26	FINANCE purchasing
02/18/2025	877992	AT & T Corp	General	$ 45.26	Human Resources
02/18/2025	877992	AT & T Corp	General	$ 316.76	Legal Dept
02/18/2025	877992	AT & T Corp	General	$ -	Legal
02/18/2025	877992	AT & T Corp	IT Resources	$ 120.00	IT Department
02/18/2025	877992	AT & T Corp	Library	$ 470.27	Library
02/18/2025	877992	AT & T Corp	Library	$ 107.49	Library Out Reach
02/18/2025	877992	AT & T Corp	P.W. Admin	$ 31.52	PWBLKNP OFFICE -50/50
02/18/2025	877992	AT & T Corp	P.W. Admin	$ 31.53	PWBLKNP OFFICE -50/50

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	877992	AT & T Corp	Park Dist 1	$ 574.48	Parks Dept.
02/18/2025	877992	AT & T Corp	Park Dist 1	$ -	Parks Seasonal
02/18/2025	877992	AT & T Corp	Park Dist 1	$ 243.96	PRPL - Recreation Division
02/18/2025	877992	AT & T Corp	Park Dist 1	$ 487.26	PRPL Parks Tablets +New Tablet on call
02/18/2025	877992	AT & T Corp	Park Dist 1	$ 656.48	PRPL Parks Tablets +New Tablet on call
02/18/2025	877992	AT & T Corp	Park Dist 1	$ 45.26	REC Phone
02/18/2025	877992	AT & T Corp	Park Dist 1	$ 88.35	REC Seasonal
02/18/2025	877992	AT & T Corp	Parking	$ 407.34	Parking Phones and scanner
02/18/2025	877992	AT & T Corp	Parking	$ 410.90	Parking Phones and scanner
02/18/2025	877992	AT & T Corp	PD Program	$ 160.56	CCSIU Toughbook
02/18/2025	877992	AT & T Corp	PD Program	$ 45.59	POLICE -DOM. VIOLENCE
02/18/2025	877992	AT & T Corp	Phone System	$ 65.02	IT iPads
02/18/2025	877992	AT & T Corp	Phone System	$ 50.32	TeleComm Manager
02/18/2025	877992	AT & T Corp	Planning	$ 67.99	PLANNING
02/18/2025	877992	AT & T Corp	Public Safety	$ 273.21	Animal Control Cell Phones
02/18/2025	877992	AT & T Corp	Public Safety	$ 240.84	Animal Control -MDT
02/18/2025	877992	AT & T Corp	Public Safety	$ 120.42	Assistant chiefs new iPads
02/18/2025	877992	AT & T Corp	Public Safety	$ 334.49	Comm. Center 9-1-1
02/18/2025	877992	AT & T Corp	Public Safety	$ 40.14	Detective Chartier -Toughbook
02/18/2025	877992	AT & T Corp	Public Safety	$ 444.13	FIRE CRADLEPOINT AND DRONES
02/18/2025	877992	AT & T Corp	Public Safety	$ 127.47	FIRE CRADLEPOINT AND DRONES
02/18/2025	877992	AT & T Corp	Public Safety	$ 1,352.47	Fire Department Cell Phones
02/18/2025	877992	AT & T Corp	Public Safety	$ 324.90	FIRE EMS
02/18/2025	877992	AT & T Corp	Public Safety	$ 181.04	Fire EMS Cell Phone
02/18/2025	877992	AT & T Corp	Public Safety	$ 198.72	FIRE INSPECTIONS
02/18/2025	877992	AT & T Corp	Public Safety	$ 269.46	Fire iPads
02/18/2025	877992	AT & T Corp	Public Safety	$ 40.14	Fire iPads
02/18/2025	877992	AT & T Corp	Public Safety	$ 222.06	Fire iPads
02/18/2025	877992	AT & T Corp	Public Safety	$ 802.80	Fire Station iPads
02/18/2025	877992	AT & T Corp	Public Safety	$ 441.54	MDT Fire
02/18/2025	877992	AT & T Corp	Public Safety	$ 83.39	POLICE CRADLEPOINT
02/18/2025	877992	AT & T Corp	Public Safety	$ 144.35	POLICE CSO
02/18/2025	877992	AT & T Corp	Public Safety	$ 3,437.63	Police Department Cell Phone

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	877992	AT & T Corp	Public Safety	$ 50.32	Police -Drone
02/18/2025	877992	AT & T Corp	Public Safety	$ 40.14	POLICE -ICAC
02/18/2025	877992	AT & T Corp	Public Safety	$ 5,284.12	Police MDT Toughbooks and Loaner MDT's
02/18/2025	877992	AT & T Corp	Public Safety	$ 200.70	Police MDT Toughbooks and Loaner MDT's
02/18/2025	877992	AT & T Corp	Public Safety	$ 287.20	Yellowstone County Cellular Charges -Three cradlepoints
02/18/2025	877992	AT & T Corp	Solid Waste	$ 36.92	Solid Waste
02/18/2025	877992	AT & T Corp	Solid Waste	$ 278.22	SOLID WASTE Cell and iPads
02/18/2025	877992	AT & T Corp	Solid Waste	$ 31.71	SOLID WASTE Cell and iPads
02/18/2025	877992	AT & T Corp	Solid Waste	$ 139.36	SOLID WASTE Cell and iPads
02/18/2025	877992	AT & T Corp	Street/Traffic	$ 55.35	School Flashers
02/18/2025	877992	AT & T Corp	Street/Traffic	$ 614.66	Street Traffic iPads
02/18/2025	877992	AT & T Corp	Transit	$ 50.32	MET
02/18/2025	877992	AT & T Corp	Transit	$ 50.32	MET
02/18/2025	877992	AT & T Corp	Transit	$ 22.63	MET
02/18/2025	877992	AT & T Corp	Transit	$ 50.32	MET
02/18/2025	877992	AT & T Corp	Transit	$ 30.19	MET
02/18/2025	877992	AT & T Corp	Transit	$ 50.32	MET
02/18/2025	877992	AT & T Corp	Transit	$ 7.38	MET
02/18/2025	877992	AT & T Corp	Transit	$ 45.26	MET
02/18/2025	877992	AT & T Corp	Transit	$ 29.55	MET
02/18/2025	877992	AT & T Corp	Transit	$ 22.63	MET
02/18/2025	877992	AT & T Corp	Transit	$ 50.32	MET
02/18/2025	877992	AT & T Corp	Transit	$ 50.32	MET
02/18/2025	877992	AT & T Corp	Transit	$ 20.12	MET
02/18/2025	877992	AT & T Corp	Transit	$ 339.59	MET Transit Tablets
02/18/2025	877992	AT & T Corp	Transit	$ 645.35	MET Transit Tablets
02/18/2025	877992	AT & T Corp	Transit	$ 31.67	MET Transit Tablets
02/18/2025	877992	AT & T Corp	Wastewater	$ 181.04	PW Environmental
02/18/2025	877992	AT & T Corp	Wastewater	$ 309.29	PWBELKNAP-DIST COLL CELL PHONES 50/50
02/18/2025	877992	AT & T Corp	Wastewater	$ 473.66	PWBLKNP Electricians -Phones
02/18/2025	877992	AT & T Corp	Wastewater	$ 27.58	PWBLKNP STORES -75/25
02/18/2025	877992	AT & T Corp	Wastewater	$ 1,005.46	PWBLNP-WWTRMNT1 Wastewater Treatment Plant & iPads
02/18/2025	877992	AT & T Corp	Wastewater	$ 144.88	PWBLNP-WWTRMNT1 Wastewater Treatment Plant & iPads

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	877992	AT & T Corp	Wastewater	$ 344.84	PW-Distribution Collection Tablets 50/50
02/18/2025	877992	AT & T Corp	Wastewater	$ 386.66	PW-Distribution Collection Tablets 50/50
02/18/2025	877992	AT & T Corp	Wastewater	$ 80.28	PW-Environmental
02/18/2025	877992	AT & T Corp	Water	$ 309.29	PWBELKNAP-DIST COLL CELL PHONES 50/50
02/18/2025	877992	AT & T Corp	Water	$ 922.46	PWBELKNAP-WT Water Treatment
02/18/2025	877992	AT & T Corp	Water	$ 39.26	PWBELKNAP-WT Water Treatment
02/18/2025	877992	AT & T Corp	Water	$ 5.88	PWBELKNAP-WT Water Treatment
02/18/2025	877992	AT & T Corp	Water	$ 469.53	PWBLKNP COMM-METER CityWorks/Neptune
02/18/2025	877992	AT & T Corp	Water	$ 412.73	PWBLKNP MTRSHOP CELL PHONE AND IPADS
02/18/2025	877992	AT & T Corp	Water	$ 288.40	PWBLKNP MTRSHOP CELL PHONE AND IPADS
02/18/2025	877992	AT & T Corp	Water	$ 82.74	PWBLKNP STORES -75/25
02/18/2025	877992	AT & T Corp	Water	$ 344.83	PW-Distribution Collection Tablets 50/50
02/18/2025	877992	AT & T Corp	Water	$ 386.65	PW-Distribution Collection Tablets 50/50
02/18/2025	877996	BHCC II INC	Tax Incrmnt S	$ 463,085.00	Billings Hotel & Convention Center FY25 Budget TIF Project
02/18/2025	877998	Big Sky Economic Development	Airport	$ 7,500.00	BIL Billboard Advertising for Air Service Expansion
02/18/2025	877999	Big Sky Passenger Rail Authority	General	$ 6,000.00	Invoice #2528 Government Partner
02/18/2025	878003	Billings Tourism	Tourism BID #2	$ 44,252.56	Paid January Distributed February, 2025
02/18/2025	878007	Brenntag Pacific Inc	Street/Traffic	$ 11,747.80	liquid hicothaw
02/18/2025	878009	Cats Arms LLC	Public Safety	$ 10,175.40	SRO Rifles.
02/18/2025	878010	Cayton Excavation Inc	Airport	$ 19,728.68	Emergency Water Line Repair Due to Underground Break
02/18/2025	878010	Cayton Excavation Inc	Airport	$ 124,287.57	West End Sewer & Water Expansion Projection
02/18/2025	878011	Cellebrite USA Corp	Public Safety	$ 15,400.00	Quote # Q-436313-1. UFED Subscription for two Intel Analyst
02/18/2025	ACH	Center for Public Safety	General	$ 1,478.52	Fire/EMS/Law Enforcement Services Analysis Inv. 2454
02/18/2025	ACH	Center for Public Safety	General	$ 5,000.00	Inv. #2501 Thomas Wieczorek and Wayne Hiltz presentations
02/18/2025	ACH	Center for Public Safety	General	$ 843.38	Inv. #2521 Per Diem and staffing report
02/18/2025	ACH	Center for Public Safety	General	$ 934.54	Inv. #2522 Airfare, hotel, parking
02/18/2025	ACH	Center for Public Safety	General	$ 2,123.87	Inv. #2525 Airfare, hotel, per diem for final presentation
02/18/2025	ACH	Center for Public Safety	General	$ 1,605.52	Inv. 2455 Travel Expense 8/23/2024
02/18/2025	878021	Cop Construction	Water	$ 170,942.92	WO2533 Emergency Repair King Ave E Water Trans Main
02/18/2025	878025	Cummins Inc - Rocky Mtn	Fleet	$ 270.00	38-250114781
02/18/2025	878025	Cummins Inc - Rocky Mtn	Fleet	$ 1,706.63	38-250114781
02/18/2025	878025	Cummins Inc - Rocky Mtn	Fleet	$ 520.02	38-250215121
02/18/2025	878025	Cummins Inc - Rocky Mtn	Stillwater Const	$ -	CO #1

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	878025	Cummins Inc - Rocky Mtn	Stillwater Const	$ 6,250.00	Material and labor to install muffler and piping for gen
02/18/2025	878025	Cummins Inc - Rocky Mtn	Transit	$ 14,000.00	W7-250135885_Battery Electric Training
02/18/2025	878026	Cushing Terrell	Facilities	$ 1,500.00	engin svcs for roof top unit replacement at BOC Admin/Barn
02/18/2025	878026	Cushing Terrell	Planning	$ 3,275.19	Billings Area Bikeway and Trail Map Update
02/18/2025	878027	Dakota Supply Group	Water	$ 1,127.72	#6 VALVE BOX BASE (TY381525) P/N: 36185
02/18/2025	878027	Dakota Supply Group	Water	$ 833.14	6" X 10" C1-FC- REPAIR CLAMP - F1-724 X 10-SH
02/18/2025	878027	Dakota Supply Group	Water	$ 15.00	Copper Gaskets for compression couplings
02/18/2025	878027	Dakota Supply Group	Water	$ 172.17	Insulation for L-Structure sample pumps
02/18/2025	878027	Dakota Supply Group	Water	$ 195.53	sample pump line replacement
02/18/2025	878027	Dakota Supply Group	Water	$ 1,792.18	TYLER 5-1/4" HD 12# DROP LID - WATER P/N: 365041
02/18/2025	878029	Denny Menholt Chevrolet	Property Ins	$ 5,364.70	Inv. 489485 Repairs to BPD Car #1569 #2024-145
02/18/2025	878030	Deq Support Services Bureau	Water	$ 65,744.00	Community Connection Fee
02/18/2025	878032	Dick Anderson Construction	Water	$ 864,577.49	WO2396 Dick Anderson Const Water Treatment Plant Intake
02/18/2025	878035	DOWL	Planning	$ 11,123.75	Professional Services from Dec 29, 2024 to Feb 1, 2025
02/18/2025	878037	Downtown Billings BID	Downtown BID	$ 4,758.38	BID Assessments: Paid January Distributed February, 2025
02/18/2025	878039	Eco-Counter	Planning	$ 4,140.00	Sub Renewal 3/1/24 to 2/28/2026
02/18/2025	878041	Ecoverse Industries	Solid Waste	$ 5,815.55	Tire jam on rental machine. Landfill.
02/18/2025	878042	Empire Garage Owner's	Parking	$ 7,555.69	EGOA ASSESSMENT FEBRUARY
02/18/2025	878045	Executive Cleaning	Library	$ 1,620.00	79848
02/18/2025	878045	Executive Cleaning	Public Safety	$ 1,165.43	911 Center Cleaning Services
02/18/2025	878050	Grainger Parts	Fleet	$ 296.38	9384345295
02/18/2025	878050	Grainger Parts	Fleet	$ 3.91	9386727318
02/18/2025	878050	Grainger Parts	Fleet	$ 452.59	9394913819
02/18/2025	878050	Grainger Parts	Fleet	$ 58.60	9397057754
02/18/2025	878050	Grainger Parts	Wastewater	$ 474.22	Rotoscreen Bldg Thermostat, explosion pr
02/18/2025	878050	Grainger Parts	Wastewater	$ 93.12	tube kit for centrifuge polymer system
02/18/2025	878050	Grainger Parts	Water	$ 777.80	Admin Storage Room Lights
02/18/2025	878050	Grainger Parts	Water	$ 75.40	HEAD GEAR FOR FACE SHIELD P/N: 33UZ97
02/18/2025	878050	Grainger Parts	Water	$ 389.80	materials for rewiring L2-2
02/18/2025	878050	Grainger Parts	Water	$ 142.84	oscillating tool for Charles Brownlee
02/18/2025	878050	Grainger Parts	Water	$ 24.11	ratcheting wrench for Charles Brownlee
02/18/2025	878050	Grainger Parts	Water	$ 82.40	spare thermostats
02/18/2025	878050	Grainger Parts	Water	$ 41.20	thermostat for heater under control room

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02/18/2025	878050	Grainger Parts	Water	$ 162.40	thermostats for Maint Shop and Filter fo
02/18/2025	878050	Grainger Parts	Water	$ 127.92	XL-NEOPRENE CHEM RESIST GLOVE P/N: 4T432
02/18/2025	878052	Graybar Electric	Wastewater	$ 4,313.36	camlock pigtails for 2.5MW generator loa
02/18/2025	878052	Graybar Electric	Wastewater	$ 671.16	Centrifuge 1 & 2 replacement motor conta
02/18/2025	878057	Hawkins	Water	$ (10.00)	Chlorine Cylinder Refund
02/18/2025	878057	Hawkins	Water	$ 19,000.00	chlorine for plant process
02/18/2025	ACH	HDR	Engineering	$ 936.68	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	ACH	HDR	Light Maint	$ 242.44	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	ACH	HDR	P.W. Admin	$ 2,675.05	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	ACH	HDR	Solid Waste	$ 1,090.96	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	ACH	HDR	Storm Sewer	$ 2,980.85	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	ACH	HDR	Street/Traffic	$ 3,672.34	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	ACH	HDR	Wastewater	$ 4,011.20	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	ACH	HDR	Water	$ 11,939.93	WO 20-33 Public Works GIS Services,; Pmt 60
02/18/2025	878060	High Point Networks	Airport	$ 2,034.00	Invoice #265701. Monthly Wi-Fi Fee
02/18/2025	878060	High Point Networks	IT Resources	$ 2,189.00	Annual Brightmetrics Reporting
02/18/2025	878060	High Point Networks	IT Resources	$ 5,290.00	Project#1320493 -Updating Exchange Server
02/18/2025	878060	High Point Networks	Library	$ 294.00	265693 Firewall monthly service
02/18/2025	878070	InfoSend	P.W. Admin	$ 13,330.83	Statement Svcs 12/31/24 - 01/30/25
02/18/2025	878070	InfoSend	P.W. Admin	$ 8,099.28	Statement Svcs 12/31/24 - 01/30/25
02/18/2025	878071	Insight Public Sector	Airport	$ 400.48	Airport -Adobe
02/18/2025	878071	Insight Public Sector	Building	$ 308.02	Building -Adobe Standard
02/18/2025	878071	Insight Public Sector	CDBG	$ 492.94	Comm. Dev
02/18/2025	878071	Insight Public Sector	CDBG	$ 998.35	Comm. Dev
02/18/2025	878071	Insight Public Sector	General	$ 492.94	Code Enf. -Adobe Standard
02/18/2025	878071	Insight Public Sector	General	$ 492.94	Finance -Adobe Pro
02/18/2025	878071	Insight Public Sector	General	$ 985.88	HR- Adobe
02/18/2025	878071	Insight Public Sector	General	$ 2,957.64	legal
02/18/2025	878071	Insight Public Sector	IT Resources	$ 154.01	IT
02/18/2025	878071	Insight Public Sector	IT Resources	$ 1,645.30	IT
02/18/2025	878071	Insight Public Sector	IT Resources	$ 246.47	IT
02/18/2025	878071	Insight Public Sector	Library	$ 246.47	library
02/18/2025	878071	Insight Public Sector	P.W. Admin	$ 492.94	pw landfill

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	878071	Insight Public Sector	Park Dist 1	$ 739.41	parks
02/18/2025	878071	Insight Public Sector	Parking	$ 246.47	parking
02/18/2025	878071	Insight Public Sector	Planning	$ 1,244.82	planning
02/18/2025	878071	Insight Public Sector	Public Safety	$ 246.47	fire
02/18/2025	878071	Insight Public Sector	Public Safety	$ 924.06	fire
02/18/2025	878071	Insight Public Sector	Public Safety	$ 246.47	fire
02/18/2025	878071	Insight Public Sector	Public Safety	$ 8,318.04	Qty. 12 FZ-40, i7, docks, serivce plan and battery -Police
02/18/2025	878071	Insight Public Sector	Public Safety	$ 2,916.79	police
02/18/2025	878071	Insight Public Sector	Public Safety	$ 2,262.70	police
02/18/2025	878071	Insight Public Sector	Public Safety	$ 646.95	police
02/18/2025	878071	Insight Public Sector	Solid Waste	$ 246.47	pw landfill
02/18/2025	878071	Insight Public Sector	Transit	$ 154.01	Mike Pope -MET
02/18/2025	878071	Insight Public Sector	Wastewater	$ 123.24	pw landfill
02/18/2025	878071	Insight Public Sector	Water	$ 123.23	pw landfill
02/18/2025	878071	Insight Public Sector	#N/A	$ 246.47	parks
02/18/2025	878073	Interstate Power Systems	Fleet	$ 870.78	C007068577.01
02/18/2025	878073	Interstate Power Systems	Fleet	$ 1,842.96	R007062130.01
02/18/2025	878073	Interstate Power Systems	Fleet	$ 4,852.00	R007062176.01
02/18/2025	878073	Interstate Power Systems	Solid Waste	$ 740.97	REPROGRAM TCM
02/18/2025	878074	Invoice Cloud	Building	$ 18.25	Biller Portal Access Fee.. December 202
02/18/2025	878074	Invoice Cloud	Building	$ 23.45	Biller Portal Access Fee...Jan 2025
02/18/2025	878074	Invoice Cloud	City Ins Fund	$ 15.97	Biller Portal Access Fee.. December 202
02/18/2025	878074	Invoice Cloud	City Ins Fund	$ 20.51	Biller Portal Access Fee...Jan 2025
02/18/2025	878074	Invoice Cloud	Parking	$ 15.97	Biller Portal Access Fee.. December 202
02/18/2025	878074	Invoice Cloud	Parking	$ 20.52	Biller Portal Access Fee...Jan 2025
02/18/2025	878074	Invoice Cloud	Solid Waste	$ 9,988.44	Biller Portal Access Fee ... January 20
02/18/2025	878074	Invoice Cloud	Solid Waste	$ 406.09	Biller Portal Access Fee.. December 202
02/18/2025	878074	Invoice Cloud	Solid Waste	$ 521.70	Biller Portal Access Fee...Jan 2025
02/18/2025	878074	Invoice Cloud	Solid Waste	$ 9,768.12	Encrypted Reader License Feel - All
02/18/2025	878074	Invoice Cloud	Wastewater	$ 14,982.65	Biller Portal Access Fee ... January 20
02/18/2025	878074	Invoice Cloud	Wastewater	$ 14,652.17	Encrypted Reader License Feel - All
02/18/2025	878074	Invoice Cloud	Water	$ 20,430.89	Biller Portal Access Fee ... January 20
02/18/2025	878074	Invoice Cloud	Water	$ 19,980.23	Encrypted Reader License Feel - All

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02/18/2025	ACH	Joe Johnson Equipment	Fleet	$ 234.00	P02482
02/18/2025	ACH	Joe Johnson Equipment	Fleet	$ 54.72	P02483
02/18/2025	ACH	Joe Johnson Equipment	Fleet	$ 1,678.00	P02483
02/18/2025	ACH	Joe Johnson Equipment	Fleet	$ 449.50	P02483
02/18/2025	ACH	Joe Johnson Equipment	Fleet	$ 170.00	P02483
02/18/2025	ACH	Joe Johnson Equipment	Fleet	$ 135.36	P02483
02/18/2025	878077	K2 Civil	Street/Traffic	$ 165,600.00	residential plowing
02/18/2025	878080	Knife River	Street/Traffic	$ 12,004.72	winter traction material
02/18/2025	878084	Madison Agency	Airport	$ 7,174.00	Marketing & Creative for Advertising & Marketing Program
02/18/2025	878089	Midwest Tape	Library	$ 10,813.32	506693726 Hoopla
02/18/2025	878090	Millennium Electric	Transit	$ 71,626.50	MET EV Charging Stations
02/18/2025	878093	Montana DOJ Cjin	EOC 911	$ 11,993.02	911 Center CJIN Services
02/18/2025	878094	Montana Lines	SID Const	$ 10,322.82	Retainage Release Final
02/18/2025	878094	Montana Lines	St Maint Dist	$ 17,231.33	Retainage Release Final
02/18/2025	878095	Montana Peterbilt	Fleet	$ 345.25	108977BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 260.36	109207BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 118.20	109556BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 126.23	109556BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 273.12	109556BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 440.64	109601BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 171.34	109658BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 147.42	109708BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 598.40	109892BL
02/18/2025	878095	Montana Peterbilt	Fleet	$ 349.65	110485BL
02/18/2025	878095	Montana Peterbilt	Solid Waste	$ 38.40	KEY W/CUT
02/18/2025	878095	Montana Peterbilt	Transit	$ 254.96	107778BL_Water Pump- Gillig 1843-1846
02/18/2025	878095	Montana Peterbilt	Transit	$ 590.40	110508BL_Fuel Filters
02/18/2025	878095	Montana Peterbilt	Transit	$ 41.77	110508BL_Fuel Filters
02/18/2025	878097	Morrison Maierle	Airport	$ 1,886.35	West End Sewer and Water Expansion Project
02/18/2025	878097	Morrison Maierle	Wastewater	$ 44,012.34	WO2401 24 Sewer Main Repl Project Engineer Service Agree
02/18/2025	878098	MT Dept of Revenue-CGR2	Airport	$ 1,255.43	West End Sewer & Water Expansion Project
02/18/2025	878098	MT Dept of Revenue-CGR2	SID Const	$ 104.28	Retainage Release Final
02/18/2025	878098	MT Dept of Revenue-CGR2	St Maint Dist	$ 174.05	Retainage Release Final

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02/18/2025	878098	MT Dept of Revenue-CGR2	Stillwater Const	$ 617.03	Modernization of elevators at the Stillwater Building
02/18/2025	878098	MT Dept of Revenue-CGR2	Stillwater Const	$ 545.38	Verkada access control and camera system at the Stillwater
02/18/2025	878098	MT Dept of Revenue-CGR2	Storm Sewer	$ 2,211.83	WO 24-38 Wicks Lane Storm, Phase II; Pmt 4
02/18/2025	878098	MT Dept of Revenue-CGR2	Transit	$ 723.50	MET EV Charging Stations
02/18/2025	878098	MT Dept of Revenue-CGR2	Water	$ 2,451.03	WO 19-42 West End Water Treatment Plant Main
02/18/2025	878098	MT Dept of Revenue-CGR2	Water	$ 8,733.11	WO 23-96 Water Treatment Plant Intake #2 Catwalk Repairs
02/18/2025	878098	MT Dept of Revenue-CGR2	Water	$ 41.00	WO 24-27 2024 Water Service Repairs
02/18/2025	878098	MT Dept of Revenue-CGR2	Water	$ 1,726.70	WO 25-33 Emergency Repair ...King Ave E Water Trans
02/18/2025	878100	Napa Auto Parts	Fleet	$ 10.78	632306
02/18/2025	878100	Napa Auto Parts	Fleet	$ 8.60	632322/632388
02/18/2025	878100	Napa Auto Parts	Fleet	$ 22.72	632464
02/18/2025	878100	Napa Auto Parts	Fleet	$ 313.48	632992
02/18/2025	878100	Napa Auto Parts	Fleet	$ 15.33	633131
02/18/2025	878100	Napa Auto Parts	Fleet	$ 121.76	633383
02/18/2025	878100	Napa Auto Parts	Fleet	$ 202.00	633420
02/18/2025	878100	Napa Auto Parts	Fleet	$ 31.00	633420
02/18/2025	878100	Napa Auto Parts	Fleet	$ 8.00	633420
02/18/2025	878100	Napa Auto Parts	Fleet	$ 35.94	633475
02/18/2025	878100	Napa Auto Parts	Fleet	$ 12.37	633489
02/18/2025	878100	Napa Auto Parts	Fleet	$ 85.38	633489
02/18/2025	878100	Napa Auto Parts	Fleet	$ 50.90	633489
02/18/2025	878100	Napa Auto Parts	Fleet	$ 13.89	633595
02/18/2025	878100	Napa Auto Parts	Fleet	$ 6.87	633624
02/18/2025	878100	Napa Auto Parts	Fleet	$ 12.99	633672
02/18/2025	878100	Napa Auto Parts	Fleet	$ 11.44	633725
02/18/2025	878100	Napa Auto Parts	Fleet	$ 73.75	633725
02/18/2025	878100	Napa Auto Parts	Fleet	$ 271.74	633725
02/18/2025	878100	Napa Auto Parts	Fleet	$ 74.53	633725
02/18/2025	878100	Napa Auto Parts	Fleet	$ 339.12	633725
02/18/2025	878100	Napa Auto Parts	Fleet	$ 7.02	633831
02/18/2025	878100	Napa Auto Parts	Fleet	$ 22.38	634500
02/18/2025	878100	Napa Auto Parts	Fleet	$ 13.18	634524
02/18/2025	878100	Napa Auto Parts	Fleet	$ (22.38)	634598

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02/18/2025	878100	Napa Auto Parts	Fleet	$ 71.88	634717
02/18/2025	878100	Napa Auto Parts	Fleet	$ 34.99	634717
02/18/2025	878100	Napa Auto Parts	Fleet	$ 22.90	634717
02/18/2025	878100	Napa Auto Parts	Fleet	$ 22.55	634790
02/18/2025	878100	Napa Auto Parts	Fleet	$ 86.54	634853
02/18/2025	878100	Napa Auto Parts	Fleet	$ 47.00	634869
02/18/2025	878100	Napa Auto Parts	Fleet	$ 19.01	634871
02/18/2025	878100	Napa Auto Parts	Fleet	$ 8.76	634906
02/18/2025	878100	Napa Auto Parts	Fleet	$ 12.60	634910
02/18/2025	878100	Napa Auto Parts	Fleet	$ 13.74	634958
02/18/2025	878100	Napa Auto Parts	Fleet	$ 23.10	635075
02/18/2025	878100	Napa Auto Parts	Fleet	$ 7.57	635085
02/18/2025	878100	Napa Auto Parts	Fleet	$ 194.68	635102
02/18/2025	878100	Napa Auto Parts	Fleet	$ 338.16	635356
02/18/2025	878100	Napa Auto Parts	Fleet	$ 177.00	635447
02/18/2025	878100	Napa Auto Parts	Fleet	$ 72.65	635546
02/18/2025	878100	Napa Auto Parts	Fleet	$ 56.45	635555
02/18/2025	878100	Napa Auto Parts	Fleet	$ 12.10	635555
02/18/2025	878100	Napa Auto Parts	Fleet	$ 12.62	635592
02/18/2025	878100	Napa Auto Parts	Fleet	$ 45.96	635890
02/18/2025	878100	Napa Auto Parts	Fleet	$ 8.28	635890
02/18/2025	878100	Napa Auto Parts	Fleet	$ 61.92	636177
02/18/2025	878100	Napa Auto Parts	Fleet	$ 115.92	636300
02/18/2025	878100	Napa Auto Parts	Fleet	$ 67.92	636346
02/18/2025	878100	Napa Auto Parts	Fleet	$ 132.00	636513
02/18/2025	878100	Napa Auto Parts	Fleet	$ 100.76	636668
02/18/2025	878100	Napa Auto Parts	Fleet	$ 47.00	636766
02/18/2025	878100	Napa Auto Parts	Fleet	$ 47.00	636766
02/18/2025	878100	Napa Auto Parts	Fleet	$ 264.00	636842
02/18/2025	878100	Napa Auto Parts	Fleet	$ 42.60	636909
02/18/2025	878100	Napa Auto Parts	Fleet	$ 33.78	636911
02/18/2025	878100	Napa Auto Parts	Fleet	$ 49.74	636911
02/18/2025	878100	Napa Auto Parts	Fleet	$ 60.39	636911

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	878100	Napa Auto Parts	Fleet	$ 35.94	636911
02/18/2025	878100	Napa Auto Parts	Fleet	$ 114.90	637214
02/18/2025	878100	Napa Auto Parts	Solid Waste	$ 21.50	Air filter for light tower at the Landfill.
02/18/2025	878100	Napa Auto Parts	Solid Waste	$ 5.61	BATTERY
02/18/2025	878100	Napa Auto Parts	Street/Traffic	$ 5.58	RADIATOR CAP
02/18/2025	878103	NorthWestern Energy	Airport	$ 12.79	0712534-7. Gate 16 Gate Light. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 139.99	0712535-4. Employee Parking. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 30.80	0712791-3. Gate 16. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 26.55	0712795-4. Gate 17. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 20.26	0712797-0. Gate 9. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 13.47	0712805-1. IP-10. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 7.07	0712813-5. Burn Pit. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 45.21	0719759-3. Gate 12. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 78.41	0719760-1. Gate 14. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 60.01	0719761-9. Gate 15. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 48.53	0719762-7. Gate 13. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 34.53	0720296-3. Gate 29. January 2025
02/18/2025	878103	NorthWestern Energy	Airport	$ 32.28	2114868-9. Runway Weather System. January 2025
02/18/2025	878103	NorthWestern Energy	Building	$ 19.10	1569631-3
02/18/2025	878103	NorthWestern Energy	CDBG	$ 11.45	1302 Parkhill Dr / Account #4241122-3
02/18/2025	878103	NorthWestern Energy	CDBG	$ 28.58	1709 Saint Johns Ave / Account #4150071-1
02/18/2025	878103	NorthWestern Energy	Facilities	$ 9.36	3866815-8
02/18/2025	878103	NorthWestern Energy	Facilities	$ 175.32	3922089-2
02/18/2025	878103	NorthWestern Energy	Library	$ 7,055.94	3039007-4 Library electricity February 2025
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 170.36	0712538-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 168.19	0712539-6
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 190.88	0712683-2
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 69.50	0720841-6
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.13	0722253-2
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 183.77	0722256-5
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 8.45	0722258-1
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 12.71	0722259-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 8.79	0722272-2

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02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 232.25	0722273-0
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 8.93	0722274-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 85.65	0722275-5
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 29.25	0722277-1
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 29.76	0722278-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 12.79	0722279-7
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.13	0722280-5
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.13	0722281-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.13	0722283-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.13	0722284-7
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 12.79	0722808-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.79	0722852-1
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 8.45	0722862-0
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 69.48	0722901-6
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.52	0722976-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 948.81	0722995-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 78.53	0723005-5
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.13	0723025-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ -	0723039-4
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.00	0723046-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.00	0723049-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 19.11	0723064-2
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 19.11	0723065-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 4.00	0723391-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 70.27	0723884-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 19.11	0723887-6
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 19.92	0793134-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 40.91	0813489-2
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.00	0831702-6
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 20.56	0920801-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 32.87	0978917-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 226.04	0999807-1
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 15.28	1141284-8

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02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.26	1156527-2
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 118.36	1160780-1
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 46.19	1191404-1
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.25	1230066-1
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ -	1409394-2
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.00	1588262-4
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 11.57	1635289-0
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 0.52	1692666-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 10.10	1849408-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.52	1902257-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 20.19	1904944-4
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 37.15	1941243-6
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.00	3020837-5
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.00	3178260-0
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.79	3241436-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 6.00	3477233-5
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 10.00	3771457-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 22.42	3999603-8
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 8.70	4081700-9
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ -	4086220-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ 56.26	4148708-3
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ -	4177819-2
02/18/2025	878103	NorthWestern Energy	Park Dist 1	$ -	4204010-5
02/18/2025	878103	NorthWestern Energy	Parking	$ 136.45	3835890-9
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 5.86	0722272-2
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723384-4
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 8.05	0723385-1
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 8.05	0723386-9
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 8.05	0723387-7
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 8.05	0723388-5
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 2.67	0723391-9
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.61	0723392-7
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.67	0723393-5

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02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723394-3
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723395-0
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723396-8
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723397-6
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723398-4
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723835-5
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 8.45	0723836-3
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.13	0723840-5
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ -	0723879-3
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.52	0723883-5
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.39	0723885-0
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.93	0881455-0
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.52	0971824-8
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.39	1029192-0
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.40	1045813-1
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.49	1265177-4
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.52	1312707-1
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.40	1396192-5
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.38	1425364-5
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.69	1513796-1
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 23.19	1513800-1
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 9.07	1513802-7
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 8.27	1513804-3
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.67	1514388-6
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 6.93	1564209-3
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.67	1948667-9
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.62	2041362-1
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 4.70	2055817-7
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.51	3707234-5
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.51	3707235-2
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 0.61	3707236-0
02/18/2025	878103	NorthWestern Energy	Parks Maint	$ 4.20	4103439-8
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 17.08	0712532-1

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02/18/2025	878103	NorthWestern Energy	Public Safety	$ 644.07	0712537-0
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 402.05	0720817-6
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 351.79	0720840-8
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 1,309.62	1183483-5
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 337.63	1984150-1
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 312.70	1984155-0
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 261.59	4045328-4
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 1,933.99	January Services - Station 1
02/18/2025	878103	NorthWestern Energy	Public Safety	$ 461.68	January Services - Station 6
02/18/2025	878103	NorthWestern Energy	Radio	$ 162.24	1006915-1
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 6.26	0855404-0
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 12.14	1045820-6
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 275.10	1738989-1
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 1.29	1797828-9
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 6.93	2047000-1
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 7.60	2047007-6
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 7.88	2047010-0
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 7.46	2047011-8
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 6.93	2047013-4
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 7.46	2047017-5
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 7.88	2047018-3
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 7.46	2047019-1
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 1.60	3088038-9
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 0.79	3590004-2
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 91.51	3648861-7
02/18/2025	878103	NorthWestern Energy	Street/Traffic	$ 6.79	3660075-7
02/18/2025	878103	NorthWestern Energy	Transit	$ 3,818.62	0100473-8_1705 MONAD, JANUARY 2025
02/18/2025	878103	NorthWestern Energy	Transit	$ 25.64	0712764-0
02/18/2025	878103	NorthWestern Energy	Transit	$ 491.91	0719225-5
02/18/2025	878103	NorthWestern Energy	Wastewater	$ 189.79	0723383-6
02/18/2025	878103	NorthWestern Energy	Wastewater	$ 297.32	0723878-5
02/18/2025	878103	NorthWestern Energy	Wastewater	$ 14.53	1704025-4
02/18/2025	878103	NorthWestern Energy	Wastewater	$ 99.47	1704030-4

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02/18/2025	878103	NorthWestern Energy	Wastewater	$ 1,387.91	2132749-9
02/18/2025	878103	NorthWestern Energy	Water	$ 655.47	0100478-7
02/18/2025	878103	NorthWestern Energy	Water	$ 9.95	0722249-0
02/18/2025	878103	NorthWestern Energy	Water	$ 1,665.73	0722252-4
02/18/2025	878103	NorthWestern Energy	Water	$ 2,262.99	0722270-6
02/18/2025	878103	NorthWestern Energy	Water	$ 1,510.52	0723043-6
02/18/2025	878103	NorthWestern Energy	Water	$ 139.25	1142253-2
02/18/2025	878103	NorthWestern Energy	Water	$ 7.32	1160807-2
02/18/2025	878103	NorthWestern Energy	Water	$ 5.31	1346673-5
02/18/2025	878103	NorthWestern Energy	Water	$ 6.52	1867265-9
02/18/2025	878103	NorthWestern Energy	Water	$ 399.35	805 Constitution Ave, Jan 2025
02/18/2025	ACH	Parker Technology	Parking	$ 1,086.64	CALL CENTER SERVICES - EMPIRE JAN 25
02/18/2025	ACH	Parker Technology	Parking	$ 267.69	CALL CENTER SERVICES - PARK 1 JAN 25
02/18/2025	ACH	Parker Technology	Parking	$ 773.05	CALL CENTER SERVICES - PARK 2 JAN 25
02/18/2025	ACH	Parker Technology	Parking	$ 387.87	CALL CENTER SERVICES PARK 3 JAN
02/18/2025	878106	Performance Engineering	Wastewater	$ 6,276.50	WO 25-23 Fiber Optic Belknap Svc Center
02/18/2025	878106	Performance Engineering	Water	$ 6,276.50	WO 25-23 Fiber Optic Belknap Svc Center
02/18/2025	878108	Pine Cove Consulting	Facilities	$ 2,185.00	Inv. #23428C CORP1000 Composite iClass Seos
02/18/2025	878108	Pine Cove Consulting	Stillwater Const	$ 53,992.51	Verkada access control and camera system at the Stillwater
02/18/2025	878109	Polydyne	Wastewater	$ 5,096.00	chemical for Struvite Control
02/18/2025	878111	Pride of Montana	Facilities	$ 3,776.39	General cleaning of the Stillwater Building for January 2025
02/18/2025	878112	Public Utilities	Airport	$ 60.41	3059379-Corp Air/Alpine
02/18/2025	878112	Public Utilities	Airport	$ 147.57	3059382-US Postal Service Gate 15
02/18/2025	878112	Public Utilities	Airport	$ 73.86	3059383-Marchi Office
02/18/2025	878112	Public Utilities	Airport	$ 173.14	3070894-Edwards Jet Center 1691 Aviation Place
02/18/2025	878112	Public Utilities	Airport	$ 121.72	3070895-MT State Lands DEQ/DNRC
02/18/2025	878112	Public Utilities	Airport	$ 121.72	3082456-Zone Dispatch-IP6 & IP7
02/18/2025	878112	Public Utilities	Airport	$ 121.72	3082459-Rocky Mountain College-EJC
02/18/2025	878112	Public Utilities	Airport	$ 147.57	3082460-Marchi Hangar
02/18/2025	878112	Public Utilities	Airport	$ 60.42	3082461-TSA
02/18/2025	878112	Public Utilities	Airport	$ 87.16	3094193-Alpine Air-Maintenance
02/18/2025	878112	Public Utilities	Airport	$ 108.54	3094194-West End T-Hangars
02/18/2025	878112	Public Utilities	Airport	$ 330.26	3094195-Airfield Maintenance Compactor

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02/18/2025	878112	Public Utilities	Airport	$ 120.82	3094196-Edwards Jet Center 1871 Aviation Place
02/18/2025	878112	Public Utilities	Airport	$ 86.57	3094197-Aerotronics
02/18/2025	878112	Public Utilities	Airport	$ 121.72	3094198-Billings Fire Center-BLM
02/18/2025	878112	Public Utilities	Airport	$ 217.09	3105643-QTA
02/18/2025	878112	Public Utilities	Airport	$ 114.53	3105644-Executive Hangars
02/18/2025	878112	Public Utilities	Airport	$ 8.19	3105644-Executive Hangars USDA APHIS
02/18/2025	878112	Public Utilities	Airport	$ 294.86	3105645-UPS Gate 21
02/18/2025	878112	Public Utilities	Airport	$ 121.72	3116871-Patton Aviation
02/18/2025	ACH	Rexel USA	Wastewater	$ 6.25	electrical materials for SPB PRV wiring
02/18/2025	ACH	Rexel USA	Wastewater	$ 587.15	Graybar Invoice 9340783612
02/18/2025	ACH	Rexel USA	Wastewater	$ 24.84	maerials for headworks device Net Remova
02/18/2025	ACH	Rexel USA	Wastewater	$ 568.27	Materials for HOA replacement on Headwor
02/18/2025	ACH	Rexel USA	Wastewater	$ 95.48	Materials for PD Strobes
02/18/2025	ACH	Rexel USA	Wastewater	$ 161.79	Materials for stock
02/18/2025	ACH	Rexel USA	Wastewater	$ 115.70	Materials for West Mechanical Lighting
02/18/2025	ACH	Rexel USA	Wastewater	$ 338.61	replacement Centrifuge Fuse holder
02/18/2025	ACH	Rexel USA	Wastewater	$ 462.34	Scum Pump 4 Replacement Circuit Breaker
02/18/2025	ACH	Rexel USA	Wastewater	$ 87.96	Tools for Newell LaBoller
02/18/2025	ACH	Rexel USA	Wastewater	$ 336.55	wire for Centrifuge Conveyor Directions
02/18/2025	ACH	Rexel USA	Wastewater	$ 14.42	wire nuts - stock
02/18/2025	878117	Rimrock Foundation	PD Program	$ 31,459.72	Salary, Supplies, transportation for patients.
02/18/2025	878117	Rimrock Foundation	PD Program	$ 9,099.25	Treatment Housing,
02/18/2025	878119	Rocky Mountain Health Network	City Ins Fund	$ (2,325.00)	EAP charges in January 2025
02/18/2025	878119	Rocky Mountain Health Network	City Ins Fund	$ 8,000.00	Healthy Is Corporate Wellness Health Behavior Change
02/18/2025	878123	SEL Schweitzer Engineering	Wastewater	$ 16,506.00	Add Functions to WRF Generator for Scenarios
02/18/2025	878128	Solid Waste Systems	Fleet	$ 16.00	177794
02/18/2025	878128	Solid Waste Systems	Fleet	$ 7.20	177794
02/18/2025	878128	Solid Waste Systems	Fleet	$ 219.42	177794
02/18/2025	878128	Solid Waste Systems	Fleet	$ 28.03	177990
02/18/2025	878128	Solid Waste Systems	Fleet	$ 1,258.91	177990
02/18/2025	878128	Solid Waste Systems	Fleet	$ 523.16	178061
02/18/2025	878128	Solid Waste Systems	Fleet	$ 74.90	178061
02/18/2025	878128	Solid Waste Systems	Fleet	$ 1,051.30	178061

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02/18/2025	878128	Solid Waste Systems	Fleet	$ 106.50	178160
02/18/2025	878128	Solid Waste Systems	Fleet	$ 931.20	178160
02/18/2025	878128	Solid Waste Systems	Fleet	$ 77.10	178160
02/18/2025	878128	Solid Waste Systems	Fleet	$ 1,482.35	178228
02/18/2025	878128	Solid Waste Systems	Fleet	$ 81.00	178228
02/18/2025	878128	Solid Waste Systems	Fleet	$ 120.21	178228
02/18/2025	878128	Solid Waste Systems	Fleet	$ 595.41	178228
02/18/2025	878128	Solid Waste Systems	Fleet	$ 26.11	178246
02/18/2025	878128	Solid Waste Systems	Fleet	$ 1,258.91	178246
02/18/2025	878128	Solid Waste Systems	Fleet	$ 191.87	178338
02/18/2025	878128	Solid Waste Systems	Fleet	$ 240.07	178338
02/18/2025	878128	Solid Waste Systems	Fleet	$ 34.16	178427
02/18/2025	878128	Solid Waste Systems	Fleet	$ 148.54	178427
02/18/2025	878128	Solid Waste Systems	Fleet	$ 240.07	178433
02/18/2025	878128	Solid Waste Systems	Fleet	$ 195.53	178433
02/18/2025	878128	Solid Waste Systems	Solid Waste	$ 1,830.09	JOYSTICK
02/18/2025	878128	Solid Waste Systems	Solid Waste	$ 15.93	SHIPPING
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 26.04	BOLT HEX
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 13.52	BOLT HEX
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 85.62	BOLTS
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 28.40	CAP PLUG
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 695.44	GUIDE
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 114.88	GUIDE HOLDER
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 239.72	SHIM
02/18/2025	878128	Solid Waste Systems	Street/Traffic	$ 304.88	SHIPPING
02/18/2025	878130	Spencer Fluid Power	Fleet	$ 4,904.37	32667473
02/18/2025	878130	Spencer Fluid Power	Solid Waste	$ 3,640.93	CYLINDER
02/18/2025	878131	St V's Occupational Health	Airport	$ 95.00	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	City Ins Fund	$ 740.00	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	General	$ 2,752.75	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	Public Safety	$ 840.00	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	Solid Waste	$ 475.00	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	Solid Waste	$ 357.25	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing

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02/18/2025	878131	St V's Occupational Health	Street/Traffic	$ 95.00	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	Transit	$ 164.25	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	Transit	$ 114.25	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	Wastewater	$ 47.50	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878131	St V's Occupational Health	Water	$ 47.50	Inv. #65575 DOT Physicals, On-site Nurse, Drug testing
02/18/2025	878133	Sundown Security	Airport	$ 4,624.00	Aviation Worker Screening Services as Fed Required by TSA
02/18/2025	878134	Sunset Excavation	Water	$ 4,059.00	WO 24-27 2024 Water Service Repairs; Pmt 9
02/18/2025	878139	TK Elevator	Facilities	$ 3,536.91	Gold - Full Maintenance for Stillwater Building Elevators
02/18/2025	878139	TK Elevator	Stillwater Const	$ 61,085.97	Modernized the elevator equipment at the Stillwater Building
02/18/2025	ACH	Town & Country Supply	Airport	$ 10,591.94	Invoice #441616/446415. Operations & QTA Car Rental Fuel
02/18/2025	ACH	Town & Country Supply	Airport	$ 23,015.84	Invoice #441616/446415. Operations & QTA Car Rental Fuel
02/18/2025	ACH	Town & Country Supply	Fleet	$ 7,876.40	445865
02/18/2025	ACH	Town & Country Supply	Fleet	$ 4,113.92	445865
02/18/2025	ACH	Town & Country Supply	Fleet	$ 5,877.77	445865
02/18/2025	ACH	Town & Country Supply	Fleet	$ 4,010.86	445865
02/18/2025	ACH	Town & Country Supply	Fleet	$ 2.51	445865
02/18/2025	ACH	Town & Country Supply	Fleet	$ 2.27	445874
02/18/2025	ACH	Town & Country Supply	Fleet	$ 18,337.02	445874
02/18/2025	ACH	Town & Country Supply	Fleet	$ 10,664.75	445874
02/18/2025	ACH	Town & Country Supply	Fleet	$ 4,178.77	446418
02/18/2025	ACH	Town & Country Supply	Fleet	$ 6,265.48	446418
02/18/2025	ACH	Town & Country Supply	Public Safety	$ 7,271.75	Diesel and unleaded fuel - fire stations
02/18/2025	ACH	Town & Country Supply	Transit	$ 5,603.89	445708_Diesel Fuel
02/18/2025	ACH	Town & Country Supply	Transit	$ 10,759.14	445708_Diesel Fuel
02/18/2025	ACH	Tractor & Equipment	Fleet	$ 88.63	BLCS0854725
02/18/2025	ACH	Tractor & Equipment	Fleet	$ 39.30	BLCS0854725
02/18/2025	ACH	Tractor & Equipment	Fleet	$ 28.30	BLCS0854725
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 210.96	1 PAK SOS, breather, filters for Landfill unit 0266.
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 157.64	CNSMBLS; ENVIRO FEE
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 555.83	GLASS-FRONT; CAB GLASS; CNSMBLS; ENVIRO FEE
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 930.00	LABOR
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,007.50	LABOR
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,252.00	LABOR

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 4,152.00	LABOR
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 3,935.34	PN A; SL; BLT; SPCR; LNK AS; TB; BSHNG AS-B; S/H; CNSMBLS
02/18/2025	ACH	Tractor & Equipment	Solid Waste	$ 578.74	SLORNG; HSE AS; CLMP-HS; CNSMBLS; ENVIRO FEE
02/18/2025	878144	Vermeer Mountain West	Solid Waste	$ 2,093.76	Elements, screws, nuts for rental at Landfill.
02/18/2025	878144	Vermeer Mountain West	Solid Waste	$ 1,722.32	Nuts, screws, air elements for rental equipment. Landfill.
02/18/2025	878144	Vermeer Mountain West	Solid Waste	$ 40,000.00	Rental. Landfill.
02/18/2025	878147	Western States Automation	Wastewater	$ 13,925.33	valve acuators for WRF
02/18/2025	878151	YCSO	PD Program	$ 2,687.89	HIDTA Grant OT expense reimb for quarter end 12/31/24.
02/18/2025	878151	YCSO	PD Program	$ 11,781.48	HIDTA PE/PI/PS 1/2 share of expenses reimbursement.

Date:	03/24/2025
Title:	Payment of Claims for week of February 24th, 2025
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION
Staff recommends Council approve the Payment of Claims

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
Claims in the amount of $2,837,688.89 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES
No other alternatives were analyzed.

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

Attachments

CouncilMemo wk of 02242025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/24/2025	878154	360 Office Solutions	General	$ 65,130.25	New City Hall Storage Shelving- Billings Municipal Court
02/24/2025	878154	361 Office Solutions	Wastewater	$ 88.96	2025 Calendars
02/24/2025	878154	362 Office Solutions	Wastewater	$ 23.17	Calendar 2025
02/24/2025	878155	Advanced Engineering	Water	$ 20,000.00	Retainage Release 1
02/24/2025	878158	Ardurra Group Inc	Airport	$ 2,850.00	Independent Fee Estimate for Overlook Road Proj- Fed
02/24/2025	878158	Ardurra Group Inc	Airport	$ 150.00	Independent Fee Estimate for Overlook Road Proj- Local
02/24/2025	878163	Brenntag Pacific Inc	Airport	$ 3,465.80	Invoice #BPI494057. Street De-Ice Fluid
02/24/2025	1301	Burns & McDonnell Engineering	Water	$ 135,860.56	WO 19-42 West End Water Treatment Plant Project
02/24/2025	878183	Croell Inc	Street/Traffic	$ 2,172.81	inv#937268limestone
02/24/2025	878183	Croell Inc	Street/Traffic	$ 4,081.67	inv#937288limestone/rip rap
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 262.64	38-250114931_Unit#1835_Fuel Pump Parts
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 6.57	38-250114931_Unit#1835_Fuel Pump Parts
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 75.00	38-250114931_Unit#1835_Shipping
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 7.41	38-250214937_Unit#1835_Fuel Pump Parts
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 2.42	38-250214937_Unit#1835_Fuel Pump Parts
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 59.13	38-250214988_Unit#1835_Fuel Pump Parts
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 506.25	38-250215000_Unit#1835_Core Deposit
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 2,984.57	38-250215000_Unit#1835_Fuel Pump
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 1,528.73	38-250215245_Unit#1835_Replace Fuel Pump
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ (506.25)	38-250215310_Core Deposit Credit
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 1,864.50	38-250215444_Antigel-Diesel Treatment
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 270.00	38-250215454_Core Deposit
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 75.00	38-250215454_Shipping
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 1,926.07	38-250215454_VGT-Turbo Actuator
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 30.00	38-250215549_Unit#1829_Shipping
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 57.80	38-250215549_Unit#1829_Wire Harness-Turbo Actuator
02/24/2025	878184	Cummins Inc - Rocky Mountain	Transit	$ 57.80	38-250215549_Wire Harness-Turbo Actuator
02/24/2025	878185	Dakota Supply Group	Water	$ 20,286.00	1" INCH COPPER HORNS - METER LOOPS P/N: 419639
02/24/2025	878186	Dell Computer	CDBG	$ 4,424.57	1- OptiPlex 7020+ and sound bar -Vista 1, 2 and 3
02/24/2025	878186	Dell Computer	General	$ 1,319.71	Dell Precision 3490 and dock
02/24/2025	878186	Dell Computer	General	$ 134.19	Dell Precision 3490 and dock
02/24/2025	878186	Dell Computer	IT Resources	$ 2,783.75	Dell Precision 7680 i7, 32GB ,1TB. and 2 docks -IT
02/24/2025	878186	Dell Computer	IT Resources	$ 2,518.76	Dell Precision 7680, i7, 32GB, 1TB Dock -IT

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/24/2025	878187	Desert Mountain Corporation	Street/Traffic	$ 5,702.40	ice slicer
02/24/2025	878187	Desert Mountain Corporation	Street/Traffic	$ 5,563.36	ice slicer
02/24/2025	878187	Desert Mountain Corporation	Street/Traffic	$ 5,575.68	ice slicer
02/24/2025	878187	Desert Mountain Corporation	Street/Traffic	$ 5,829.12	ice slicer
02/24/2025	878187	Desert Mountain Corporation	Street/Traffic	$ 5,519.36	ice slicer
02/24/2025	878187	Desert Mountain Corporation	Street/Traffic	$ 5,452.48	ice slicer
02/24/2025	878189	Dick Anderson Construction	Wastewater	$ 122,728.50	WO 20-44 WRF Nutrient Recovery Improvements; Pmt 8
02/24/2025	878189	Dick Anderson Construction	Water	$ 1,554,309.72	WO 19-42 West End WTP Project - Construction; Pmt 13
02/24/2025	878191	DOWL	St Maint Dist	$ 787.25	WO 23-11 Downtown 2-Way Street Conversion; Pmt 23
02/24/2025	878191	DOWL	Tax Incrmnt N27	$ 6,369.58	WO 23-11 Downtown 2-Way Street Conversion; Pmt 23
02/24/2025	878192	Downtown Billings Partnership	Tax Incrmnt N27	$ 3,000.00	Signage Program through DBA - 30k for FY 25 Regus Off
02/24/2025	878195	Ecoverse Industries Ltd	Solid Waste	$ 9,464.28	installing T9 - replacement belts on Units 0252 & 0268.
02/24/2025	878198	Engineering Inc	Tax Incrmnt S	$ 41,740.86	Civil Design for Amend Park Recreation Campus
02/24/2025	878202	Financial Consulting Solutions	Storm Sewer	$ 6,219.75	WO 20-37 Stormwater Utility Development; Pmt 49
02/24/2025	878205	Fisher's Technology	Airport	$ 45.72	Invoice #1435175. Copy Machine Maintenance
02/24/2025	878205	Fisher's Technology	Central Services	$ 991.89	1435176 Legal- Copy Fund
02/24/2025	878205	Fisher's Technology	Central Services	$ 35.35	1435984 Police- Copy Fund
02/24/2025	878205	Fisher's Technology	Central Services	$ 15.94	1436808 Animal Control- Copy Fund
02/24/2025	878205	Fisher's Technology	Central Services	$ 13.66	1437141 Ops Center- Copy Fund
02/24/2025	878205	Fisher's Technology	Central Services	$ 61.47	1439091 Finance- Copy Fund
02/24/2025	878205	Fisher's Technology	Central Services	$ 33.68	1440280 Court Bailiff- Copy Fund
02/24/2025	878205	Fisher's Technology	Central Services	$ 81.29	1440281 Police- Copy Fund
02/24/2025	878205	Fisher's Technology	Central Services	$ 135.19	1441638 Police- Copy Fund
02/24/2025	878205	Fisher's Technology	Engineering	$ 0.05	contract base rate
02/24/2025	878205	Fisher's Technology	Engineering	$ 6.35	contract base rate
02/24/2025	878205	Fisher's Technology	Library	$ 57.31	1435174 Library copier charges
02/24/2025	878205	Fisher's Technology	Park Dist 1	$ 150.41	copier contract fees - 1436809
02/24/2025	878205	Fisher's Technology	Park Dist 1	$ 519.46	COPIER MONTHLY CHARGES - 1435925
02/24/2025	878205	Fisher's Technology	Public Safety	$ 29.25	1435983, contract invoice
02/24/2025	878205	Fisher's Technology	Public Safety	$ 379.11	1438651 Police- Police Fund
02/24/2025	878205	Fisher's Technology	Public Safety	$ 2.99	1439528 Police- Police Fund
02/24/2025	878205	Fisher's Technology	Public Safety	$ 94.82	CANON-IRC3525IV3-HOST
02/24/2025	878205	Fisher's Technology	Public Safety	$ 94.57	Copier maintenance

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/24/2025	878205	Fisher's Technology	Public Safety	$ 97.60	Copier maintenance
02/24/2025	878205	Fisher's Technology	Solid Waste	$ 57.74	Contract overage charge for 12/18/24 - 1/17/25. Landfill.
02/24/2025	878205	Fisher's Technology	Solid Waste	$ 168.94	Contract overage for 12/1/24 - 12/31/24. Collections.
02/24/2025	878205	Fisher's Technology	Street/Traffic	$ 31.50	inv#1441639copier agreement
02/24/2025	878205	Fisher's Technology	Transit	$ 182.14	1448123_January 2025 Copier
02/24/2025	878205	Fisher's Technology	Water	$ 166.57	CITBIL-AOS ...chare for copies...12/31/
02/24/2025	1304	HDR	Wastewater	$ 2,862.58	WO 20-44 WRF Nutrient Recovery Improvements Project
02/24/2025	1304	HDR	Wastewater	$ 2,288.60	WO 23-22 Digester Boiler Engineering Design; Pmt # 9
02/24/2025	1304	HDR	Water	$ 104,367.00	WO 19-12 West End Reservoir; Pmt 70
02/24/2025	1304	HDR	Water	$ 3,906.97	WO 23-19 High Service Pump Station Piping Mods
02/24/2025	878213	High Point Networks	IT Resources	$ 8,500.00	NASPO AR3229 -Cortex Data Lake 1TB 2/25/25-2/24/26
02/24/2025	878213	High Point Networks	Phone System	$ 1,500.00	Qty. 20 SFP 10GB Juniper SFP
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 262.67	2018365
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 177.15	2018369
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 163.33	2018371
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 299.52	2018373
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 506.72	2018440
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 267.44	2018525
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 447.14	2018970
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 323.32	2023041
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 161.66	2023042
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 1,046.66	2023113
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 164.80	2023835
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 136.09	2024171
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 2.50	2024174
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 322.44	2024174
02/24/2025	878214	Hose & Rubber Supply	Fleet	$ 527.79	2024590
02/24/2025	878214	Hose & Rubber Supply	Wastewater	$ 142.90	SPIRAL WRAP FOR VEHICLE 7435
02/24/2025	878214	Hose & Rubber Supply	Water	$ 142.91	SPIRAL WRAP FOR VEHICLE 7435
02/24/2025	878217	Iaff	Payroll Clearing	$ 5,519.27	Payroll Summary
02/24/2025	878219	Ingram Library	Library	$ 2.86	86214306
02/24/2025	878219	Ingram Library	Library	$ 26.96	86214306
02/24/2025	878219	Ingram Library	Library	$ 34.21	86214306

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/24/2025	878219	Ingram Library	Library	$ 42.23	86214306
02/24/2025	878219	Ingram Library	Library	$ 21.38	86214306
02/24/2025	878219	Ingram Library	Library	$ 225.78	86214306
02/24/2025	878219	Ingram Library	Library	$ 0.02	86214307
02/24/2025	878219	Ingram Library	Library	$ 16.49	86214307
02/24/2025	878219	Ingram Library	Library	$ 0.12	86214308
02/24/2025	878219	Ingram Library	Library	$ 11.37	86214308
02/24/2025	878219	Ingram Library	Library	$ 0.72	86219266
02/24/2025	878219	Ingram Library	Library	$ 27.31	86219266
02/24/2025	878219	Ingram Library	Library	$ 4.54	86219266
02/24/2025	878219	Ingram Library	Library	$ 1.63	86219267
02/24/2025	878219	Ingram Library	Library	$ 77.84	86219267
02/24/2025	878219	Ingram Library	Library	$ 9.59	86219267
02/24/2025	878219	Ingram Library	Library	$ 0.65	86219268
02/24/2025	878219	Ingram Library	Library	$ 17.67	86219268
02/24/2025	878219	Ingram Library	Library	$ 7.79	86219268
02/24/2025	878219	Ingram Library	Library	$ 72.48	86246224
02/24/2025	878219	Ingram Library	Library	$ 81.40	86246224
02/24/2025	878219	Ingram Library	Library	$ 19.33	86246224
02/24/2025	878219	Ingram Library	Library	$ 0.11	86308074
02/24/2025	878219	Ingram Library	Library	$ 6.49	86308074
02/24/2025	878219	Ingram Library	Library	$ 2.44	86308075
02/24/2025	878219	Ingram Library	Library	$ 44.34	86308075
02/24/2025	878219	Ingram Library	Library	$ 326.46	86308075
02/24/2025	878219	Ingram Library	Library	$ 0.20	86308076
02/24/2025	878219	Ingram Library	Library	$ 24.50	86308076
02/24/2025	878219	Ingram Library	Library	$ 0.25	86308077
02/24/2025	878219	Ingram Library	Library	$ 9.72	86308077
02/24/2025	878219	Ingram Library	Library	$ 11.79	86308077
02/24/2025	878219	Ingram Library	Library	$ 0.07	86312941
02/24/2025	878219	Ingram Library	Library	$ 16.52	86312941
02/24/2025	878219	Ingram Library	Library	$ 17.10	86312941
02/24/2025	878219	Ingram Library	Library	$ 21.81	86312941

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/24/2025	878219	Ingram Library	Library	$ 2.10	86312942
02/24/2025	878219	Ingram Library	Library	$ 113.58	86312942
02/24/2025	878219	Ingram Library	Library	$ 431.24	86312942
02/24/2025	878219	Ingram Library	Library	$ 433.99	86312942
02/24/2025	878219	Ingram Library	Library	$ 0.50	86312943
02/24/2025	878219	Ingram Library	Library	$ 262.88	86312943
02/24/2025	878219	Ingram Library	Library	$ 20.65	86312943
02/24/2025	878219	Ingram Library	Library	$ 0.14	86312944
02/24/2025	878219	Ingram Library	Library	$ 23.60	86312944
02/24/2025	878219	Ingram Library	Library	$ 11.20	86312944
02/24/2025	878219	Ingram Library	Library	$ 0.19	86312945
02/24/2025	878219	Ingram Library	Library	$ 108.00	86312945
02/24/2025	878219	Ingram Library	Library	$ 63.49	86337855
02/24/2025	878219	Ingram Library	Library	$ 42.58	86337855
02/24/2025	878219	Ingram Library	Library	$ 14.24	86337855
02/24/2025	878220	Integrated Information Solutions	IT Resources	$ 6,890.00	Maint AS/400- 9406-520 S/N 7054D from 4/1/25-3/31/26
02/24/2025	878222	Interstate Power Systems	Fleet	$ 870.78	C007068650.01
02/24/2025	878222	Interstate Power Systems	Transit	$ 2,192.12	R007062200:01_Unit#1830
02/24/2025	878222	Interstate Power Systems	Transit	$ (2,192.12)	R007062252:01_Unit#1830
02/24/2025	878222	Interstate Power Systems	Transit	$ 2,449.62	R007062253:01_Unit#1830
02/24/2025	878225	JC Excavation & Construction	Street/Traffic	$ 3,674.79	inv#25-100hauling sand
02/24/2025	878227	Kaminsky, Sullenberger & Assoc	Public Safety	$ 4,500.00	3-day modified field training officer course.
02/24/2025	878232	Knife River	Street/Traffic	$ 8,093.80	winter traction material
02/24/2025	878234	KUEPER NORTH AMERICA	Street/Traffic	$ 3,983.58	blades for plows
02/24/2025	878234	KUEPER NORTH AMERICA	Street/Traffic	$ 7,003.20	blades for snow plows
02/24/2025	878240	Marketing Specialties	Fleet	$ 2,000.00	EKOS sftwre for Gasboy Upgrade-Fleet, Landfill, Belknap
02/24/2025	878240	Marketing Specialties	Solid Waste	$ 500.00	EKOS sftwre for Gasboy Upgrade-Fleet, Landfill, Belknap
02/24/2025	878240	Marketing Specialties	Wastewater	$ 125.00	EKOS sftwre for Gasboy Upgrade-Fleet, Landfill, Belknap
02/24/2025	878240	Marketing Specialties	Water	$ 375.00	EKOS sftwre for Gasboy Upgrade-Fleet, Landfill, Belknap
02/24/2025	878239	M-B Companies	Airport	$ 10,014.00	Installation of Auto Lube MB4 T4 S/Snow Blower
02/24/2025	878245	Montana CSED	Payroll Clearing	$ 5,464.45	mt child support
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 1,010.81	129 573 1000 1. Mud Wash. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 281.34	160 723 3573 6. USDA. February 2025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 6,016.26	179 053 7751 5. New Terminal. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 555.65	185 580 1000 7. TSA. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 202.13	229 573 1000 0. Detail Bay 1 Hertz. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 512.46	283 116 0655 3. Alpine. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 4,095.40	285 580 1000 6
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 492.28	295 580 1000 4. Aero Interiors. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 127.96	329 573 1000 9. Detail Bay 3 Enterprise. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 269.81	429 573 1000 8. Detail Bay 4 Avis/Budget. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 65.33	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 9,677.39	595 580 1000 1
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 441.16	629 573 1000 6. Detail Bay 2 National/Alamo. Feb 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 1,745.30	706 580 1000 7
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 632.59	788 689 5644 8. Concourse Kitchen. February 2025
02/24/2025	878246	Montana Dakota Utilities	Airport	$ 2,165.30	889 373 1000 6. Car Wash. February 2025
02/24/2025	878246	Montana Dakota Utilities	Facilities	$ 1,151.54	130 733 1000 8
02/24/2025	878246	Montana Dakota Utilities	Facilities	$ 3,101.45	757 633 1000 2
02/24/2025	878246	Montana Dakota Utilities	Facilities	$ 66.55	989 733 1000 0
02/24/2025	878246	Montana Dakota Utilities	Facilities	$ 539.63	993 733 1000 4
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 66.55	061 943 1000 6
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 199.20	112 138 9381 8
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 89.29	371 101 1000 6
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 122.96	501 473 1000 2
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 302.51	571 295 3342 8
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 233.96	703 760 1000 8
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 64.95	879 660 1000 8
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 391.46	902 360 1000 6
02/24/2025	878246	Montana Dakota Utilities	Park Dist 1	$ 86.92	927 890 1000 3
02/24/2025	878246	Montana Dakota Utilities	Public Safety	$ 733.32	307 111 5825 0
02/24/2025	878246	Montana Dakota Utilities	Public Safety	$ 410.18	442 190 1000 4
02/24/2025	878246	Montana Dakota Utilities	Public Safety	$ 685.63	668 670 1000 2
02/24/2025	878246	Montana Dakota Utilities	Public Safety	$ 452.22	672 860 1000 3
02/24/2025	878246	Montana Dakota Utilities	Public Safety	$ 1,993.17	819 360 1000 8
02/24/2025	878246	Montana Dakota Utilities	Public Safety	$ 23.01	930 442 2308 4

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02/24/2025	878246	Montana Dakota Utilities	Solid Waste	$ 806.74	284 225 1320 1
02/24/2025	878246	Montana Dakota Utilities	Solid Waste	$ 81.86	602 680 9335 2
02/24/2025	878246	Montana Dakota Utilities	Solid Waste	$ 1,428.50	770 390 1000 2
02/24/2025	878246	Montana Dakota Utilities	Wastewater	$ 207.43	310 490 1000 7
02/24/2025	878246	Montana Dakota Utilities	Wastewater	$ 233.46	410 490 1000 6
02/24/2025	878246	Montana Dakota Utilities	Wastewater	$ 68.09	596 733 1000 5
02/24/2025	878246	Montana Dakota Utilities	Wastewater	$ 67.35	713 064 3190 0
02/24/2025	878246	Montana Dakota Utilities	Wastewater	$ 67.35	843 879 2205 1
02/24/2025	878246	Montana Dakota Utilities	Wastewater	$ 112.45	868 563 1000 7
02/24/2025	878246	Montana Dakota Utilities	Water	$ 240.82	010 490 1000 0
02/24/2025	878246	Montana Dakota Utilities	Water	$ 57.58	110 490 1000 9
02/24/2025	878246	Montana Dakota Utilities	Water	$ 121.02	162 660 1000 4
02/24/2025	878246	Montana Dakota Utilities	Water	$ 261.20	209 077 5055 6
02/24/2025	878246	Montana Dakota Utilities	Water	$ 342.06	210 490 1000 8
02/24/2025	878246	Montana Dakota Utilities	Water	$ 622.27	310 490 1000 7
02/24/2025	878246	Montana Dakota Utilities	Water	$ 700.35	410 490 1000 6
02/24/2025	878246	Montana Dakota Utilities	Water	$ 3,385.10	500 490 1000 7
02/24/2025	878246	Montana Dakota Utilities	Water	$ 89.29	510 490 1000 5
02/24/2025	878246	Montana Dakota Utilities	Water	$ 79.14	527 033 1000 4
02/24/2025	878246	Montana Dakota Utilities	Water	$ 133.69	541 380 1000 1
02/24/2025	878246	Montana Dakota Utilities	Water	$ 142.00	566 923 1000 8
02/24/2025	878246	Montana Dakota Utilities	Water	$ 18.89	600 490 1000 6
02/24/2025	878246	Montana Dakota Utilities	Water	$ 18.88	600 490 1000 6
02/24/2025	878246	Montana Dakota Utilities	Water	$ 304.32	610 490 1000 4
02/24/2025	878246	Montana Dakota Utilities	Water	$ 107.86	666 923 1000 7
02/24/2025	878246	Montana Dakota Utilities	Water	$ 476.83	700 490 1000 5
02/24/2025	878246	Montana Dakota Utilities	Water	$ 260.70	800 490 1000 4
02/24/2025	878246	Montana Dakota Utilities	Water	$ 103.07	832 001 1000 1
02/24/2025	878246	Montana Dakota Utilities	Water	$ 683.78	900 490 1000 3
02/24/2025	878246	Montana Dakota Utilities	Water	$ 87.92	921 580 1000 6
02/24/2025	878248	Montana Dept Of Labor & Industry	Water	$ 7,232.00	Record # 2025-BLDG-000089..4374 Hesper R
02/24/2025	878249	MFPE	Payroll Clearing	$ 2,969.77	Payroll Summary
02/24/2025	878250	Montana Peterbilt	Fleet	$ 335.07	109556BLX1

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02/24/2025	878250	Montana Peterbilt	Fleet	$ 250.90	110362BL
02/24/2025	878250	Montana Peterbilt	Fleet	$ 223.40	110641BL
02/24/2025	878250	Montana Peterbilt	Fleet	$ 96.50	110644BL
02/24/2025	878250	Montana Peterbilt	Fleet	$ 60.82	110644BL
02/24/2025	878250	Montana Peterbilt	Fleet	$ 191.12	110644BL
02/24/2025	878250	Montana Peterbilt	Fleet	$ 561.36	110799BL
02/24/2025	878250	Montana Peterbilt	Fleet	$ 262.50	9171BL
02/24/2025	878250	Montana Peterbilt	Transit	$ 250.00	110882BL_Core Deposit
02/24/2025	878250	Montana Peterbilt	Transit	$ 98.00	110882BL_Shipping
02/24/2025	878250	Montana Peterbilt	Transit	$ 1,553.04	110882BL_Turbo Actuator Kit
02/24/2025	878252	MSFA	Payroll Clearing	$ 5,546.45	Payroll Summary
02/24/2025	878253	Morrison Maierle	Airport	$ 1,361.46	Amendment 17. P-9Building Window Replacement Proj
02/24/2025	878253	Morrison Maierle	Airport	$ 576.15	FY25 Miscellaneous Services
02/24/2025	878253	Morrison Maierle	Transit	$ 11,130.17	Amendment 10 MET Transit Remodel Project
02/24/2025	878255	MPPA	Payroll Clearing	$ 3,957.66	Payroll Summary
02/24/2025	878256	MT Dept of Revenue-CGR2	Wastewater	$ 454.54	Retainage Release Final
02/24/2025	878256	MT Dept of Revenue-CGR2	Wastewater	$ 1,239.68	WO 20-44 WRF Nutrient Recovery Improvements; Pmt 8
02/24/2025	878256	MT Dept of Revenue-CGR2	Water	$ 118.83	Retainage Release Final
02/24/2025	878256	MT Dept of Revenue-CGR2	Water	$ 15,700.09	WO 19-42 West End WTP Construction; Pmt 13
02/24/2025	878256	MT Dept of Revenue-CGR2	Water	$ 15.31	WO 24-27 Sunset Excavation Ret Rel 1
02/24/2025	878261	North Coast Electric	Street/Traffic	$ 193.20	street light inventory
02/24/2025	878261	North Coast Electric	Street/Traffic	$ 197.04	street light inventory
02/24/2025	878261	North Coast Electric	Street/Traffic	$ 2,550.00	street light inventory
02/24/2025	878261	North Coast Electric	Street/Traffic	$ 105.68	contactor for signals
02/24/2025	1306	Northwest Pipe Fittings	Facilities	$ 56.94	Inv. 7261949 Maintenance supplies for the Barn
02/24/2025	1306	Northwest Pipe Fittings	Wastewater	$ 235.19	Jet Nozzles
02/24/2025	1306	Northwest Pipe Fittings	Wastewater	$ 934.00	non-potable valve for boiler Project
02/24/2025	1306	Northwest Pipe Fittings	Wastewater	$ 646.56	Primary grease flush line
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 792.80	#34-SEAT RING GASKET FOR K11 HYDRANT
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 794.61	1" BALL CORP STOP CTS - COMPRESSION B25008
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 56.21	1" BALL VALVE T580 THREADED
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 240.24	1" MIP X 1" PEP ULTRA-TITE COUPLING P/N: 2109550
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 272.36	2 F1200 Parker Flow Cntrl Valves for HSHS Zone 2 Mods

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02/24/2025	1306	Northwest Pipe Fittings	Water	$ 332.30	2" MEASURING CHAMBER COMPLETE - 9600-015 2032408
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 17.96	2" T-10 STRAINER - 9084-002 P/N: 111-265-00090
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 1,012.25	20" X 30" REPAIR CLAMP - F2-22.27-30-SH
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 78.30	2-1/2" LIQUID FILLED 0 TO 160 - 1/4" GAUGE
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 528.00	3 batteries for belt clip
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 49.70	3/4" BRASS CAPS P/N: 0408714
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 23,350.50	3/4" E-CODER WALL CU/FT METER W/RECPT ED2C11REF2
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 55.10	3/4" MIP x 3/4" PEP ULTRA-TITE COUPLING P/N: 2109548
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 1,043.15	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 70.16	6-IN-SOCKET-CLMP-FIG-380- - -STELLAR-CORP
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 350.80	6-IN-SOCKET-CLMP-FIG-380- - -STELLAR-CORP
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 4,615.20	8" MACH 10 UME Meter
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 134.44	8" X 10" CI-FC REPAIR CLAMP - F1-939 X 10-SH
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 195.88	8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 797.70	8" X 20" CI-FC REPAIR CLAMP - F1-939 X20-SH
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 1,312.92	8" X 30" C1-FC REPAIR CLAMP - F1-939 X 30-SH
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 36.36	BLACK NIPPLE 1-1/4" X 10" P/N: 0451378
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 57.63	BLACK NIPPLE 1-1/4" X 5" P/N: 0451310
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 27.12	BLACK NIPPLE 1-1/4" X 5" P/N: 0451310
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 25.80	BLACK NIPPLE 1-1/4" X CLOSE P/N: 0451248
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 117.22	boiler #1 relief valve
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 70.80	BRASS REDUCER COUPLING 3/4" X 1/2"
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 396.32	Flowserve switch for WO2321 HSPS Zone 2 Piping Mods
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 198.85	HOSE NOZZLE 2 1/2"-K8140 - K81 HYDRANT-NST SCREW
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 29.88	HOSE NOZZLE O-RING K81 - #K8145 (#K8145) 2-334
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 28.90	HYDRANT METER GASKET 2.5" - THREAD SWIVEL GASKET
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 115.60	HYDRANT METER GASKET 2.5" - THREAD SWIVEL GASKET
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 65.64	K8120 STANDPIPE O-RING - (K8120) P/N: 333-030-00580
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 9,352.92	large meter testing parts
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 78.93	Library Sink
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 90.00	Namour Mounting Kit WO2321 HSPS Zone 2 Piping Mods
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 193.12	P679 SONOSCOPE (2148586) P/N: 333-090-00230
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 62.26	PVC for Sprinklers

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02/24/2025	1306	Northwest Pipe Fittings	Water	$ 19,013.40	R-900 ENHANCED WALL RR - MIU 13341-200 (RF'S)
02/24/2025	1306	Northwest Pipe Fittings	Water	$ (1,938.62)	return Hot Dawg heater, wrong size
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 1,170.00	VALVE BOX RISER #69A SLIP TYPE (112204 VBR69A)
02/24/2025	1306	Northwest Pipe Fittings	Water	$ 30.00	WO 23-21 Freight in
02/24/2025	878262	NorthWestern Energy	Airport	$ 3,174.26	01004183-7. Runway Lights. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 1,737.04	0100484-5. ARFF Facility. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 156.35	1138926-9. Aero Interiors. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 140.60	1647695-4. De Icer. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 495.88	1669567-8. TSA. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 1,082.82	1993430-6. Car Wash. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 412.06	2001846-1. Mud Wash. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 469.25	2001848-7. Detail Bay 1 Hertz. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 292.34	2001855-2. Detail Bay 2 National/Alamo. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 204.20	2001862-8. Detail Bay 3 Enterprise. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 592.35	2001865-1. Detail Bay 4 Avis/Budget. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 155.03	2001867-7. Detail Bay 5 Thrifty/Dollar. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 93.30	3085107-5. Employee Parking. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 228.27	3446396-8. USDA. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 2,445.68	3477231-9. Parking Zone. February 2025
02/24/2025	878262	NorthWestern Energy	Airport	$ 11.95	3733186-5. Airport Storage. February 2025
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,096.96	SILMD 10 Acct# 0712546-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 2,062.62	SILMD 100 Acct# 0712559-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,734.03	SILMD 107 Acct# 0712560-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 4,348.79	SILMD 109 Acct# 0712561-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 213.48	SILMD 113 Acct# 0712562-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 935.82	SILMD 114 Acct# 0712563-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 220.19	SILMD 115 Acct# 0712564-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 577.99	SILMD 116 Acct# 0712565-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 3,148.00	SILMD 117 Acct# 0712566-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 200.70	SILMD 118 Acct# 0712567-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 122.55	SILMD 119 Acct# 0712568-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 2,477.18	SILMD 121 Acct# 0712570-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 185.08	SILMD 122 Acct# 0712571-9

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02/24/2025	878263	NorthWestern Energy	Light Maint	$ 330.27	SILMD 123 Acct# 0712572-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 963.35	SILMD 124 Acct# 0712573-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 385.31	SILMD 125 Acct# 0712574-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 192.69	SILMD 126 Acct# 0712575-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 694.10	SILMD 127 Acct# 0712576-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 485.85	SILMD 128 Acct# 0712577-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 330.27	SILMD 129 Acct# 0712578-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 4,677.90	SILMD 13 Acct# 0721276-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 118.26	SILMD 130 Acct# 0712579-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 853.27	SILMD 131 Acct# 0712580-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 219.57	SILMD 133 Acct# 0712581-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 506.76	SILMD 134 Acct# 0712582-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 509.01	SILMD 135 Acct# 0712583-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 467.91	SILMD 136 Acct# 0712584-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 372.03	SILMD 137 Acct# 0712585-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 743.14	SILMD 138 Acct# 0712586-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 247.71	SILMD 139 Acct# 0712587-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 2,317.67	SILMD 14 Acct# 0721277-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 23.53	SILMD 14 Acct# 4167204-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 577.99	SILMD 143 Acct# 0712588-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 27.51	SILMD 144 Acct# 0712589-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 462.74	SILMD 145 Acct# 0712590-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 357.80	SILMD 146 Acct# 0712591-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 435.64	SILMD 147 Acct# 0712592-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,597.63	SILMD 149 Acct# 0712593-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 740.36	SILMD 150 Acct# 0712594-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 633.04	SILMD 151 Acct# 0712595-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 4,272.17	SILMD 152 Acct# 0712596-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 532.12	SILMD 153 Acct# 0712597-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,203.12	SILMD 154 Acct# 0712598-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 495.46	SILMD 155 Acct# 0712599-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 902.30	SILMD 157 Acct# 0712600-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 798.21	SILMD 158 Acct# 0712601-4

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02/24/2025	878263	NorthWestern Energy	Light Maint	$ 963.73	SILMD 159 Acct# 0712602-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 715.63	SILMD 160 Acct# 0712603-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,041.13	SILMD 161 Acct# 0712604-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 46.85	SILMD 162 Acct# 0712605-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 774.49	SILMD 163 Acct# 0712606-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 370.20	SILMD 164 Acct# 0712607-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 880.76	SILMD 165 Acct# 0712608-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 231.35	SILMD 167 Acct# 0712609-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,137.58	SILMD 17 Acct# 0712553-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 555.30	SILMD 171 Acct# 0712610-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 506.73	SILMD 172 Acct# 0712611-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,156.83	SILMD 173 Acct# 0712612-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 971.71	SILMD 174 Acct# 0712613-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 323.88	SILMD 175 Acct# 0712614-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 33.46	SILMD 176 Acct# 0712615-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 254.51	SILMD 178 Acct# 0712616-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 509.01	SILMD 179 Acct# 0712617-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 347.04	SILMD 180 Acct# 0712618-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,678.99	SILMD 181 Acct# 0712619-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 578.42	SILMD 182 Acct# 0712620-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,156.84	SILMD 183 Acct# 0712621-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 370.20	SILMD 184 Acct# 0712622-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 138.82	SILMD 185 Acct# 0712623-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 703.12	SILMD 186 Acct# 0712624-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 231.35	SILMD 187 Acct# 0712625-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 277.62	SILMD 188 Acct# 0712626-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 231.35	SILMD 189 Acct# 0712627-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,203.12	SILMD 190 Acct# 0712628-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 412.99	SILMD 191 Acct# 0712629-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 300.76	SILMD 192 Acct# 0712630-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 740.36	SILMD 193 Acct# 0712631-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 313.89	SILMD 194 Acct# 0712632-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 251.11	SILMD 195 Acct# 0712633-7

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02/24/2025	878263	NorthWestern Energy	Light Maint	$ 80.73	SILMD 196 Acct# 0712634-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 80.73	SILMD 197 Acct# 0712635-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 115.69	SILMD 198 Acct# 0712636-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 63.35	SILMD 200 Acct# 0712637-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 485.85	SILMD 201 Acct# 0712638-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 806.04	SILMD 202 Acct# 0712639-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 21.53	SILMD 203 Acct# 0712640-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 474.27	SILMD 204 Acct# 0712641-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 26.75	SILMD 205 Acct# 0712642-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 323.88	SILMD 206 Acct# 0712643-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 370.20	SILMD 207 Acct# 0712644-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 532.12	SILMD 209 Acct# 0712646-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 96.83	SILMD 210 Acct# 0712647-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 53.83	SILMD 211 Acct# 0712648-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 53.83	SILMD 212 Acct# 0712649-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 32.29	SILMD 213 Acct# 0712650-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 375.69	SILMD 214 Acct# 0712651-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 138.82	SILMD 216 Acct# 0712652-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 407.01	SILMD 217 Acct# 0712653-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 295.96	SILMD 220 Acct# 0712654-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 6.71	SILMD 221 Acct# 0712655-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 85.03	SILMD 222 Acct# 0712656-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 129.12	SILMD 223 Acct# 0712657-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,426.94	SILMD 224 Acct# 0712658-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 427.29	SILMD 225 Acct# 0712659-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 236.10	SILMD 226 Acct# 0712660-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 716.96	SILMD 227 Acct# 0712661-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 798.21	SILMD 228 Acct# 0712662-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 412.86	SILMD 229 Acct# 0712663-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 963.35	SILMD 230 Acct# 0712664-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 577.99	SILMD 231 Acct# 0712665-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 2,504.73	SILMD 232 Acct# 0712666-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 937.63	SILMD 233 Acct# 0712667-5

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02/24/2025	878263	NorthWestern Energy	Light Maint	$ 508.76	SILMD 234 Acct# 0712668-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 591.89	SILMD 235 Acct# 0712669-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 188.34	SILMD 236 Acct# 0712670-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 393.33	SILMD 237 Acct# 0712671-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 13.37	SILMD 238 Acct# 0712672-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 92.54	SILMD 239 Acct# 0712673-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 452.00	SILMD 240 Acct# 0712674-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 580.61	SILMD 241 Acct# 0712675-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 82.57	SILMD 242 Acct# 0712676-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 110.09	SILMD 244 Acct# 0712677-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 73.76	SILMD 245 Acct# 0712678-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 330.27	SILMD 246 Acct# 0712679-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 979.13	SILMD 247 Acct# 0712680-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 2,724.88	SILMD 249 Acct# 0718734-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 226.01	SILMD 250 Acct# 0719001-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 3,860.70	SILMD 251 Acct# 0718801-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 550.49	SILMD 252 Acct# 0719162-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,814.84	SILMD 253 Acct# 0719644-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 170.08	SILMD 254 Acct# 0719763-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 146.56	SILMD 255 Acct# 0720813-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,007.09	SILMD 257 Acct# 0720360-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 2,605.82	SILMD 258 Acct# 0720606-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,619.72	SILMD 259 Acct# 0720810-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 495.46	SILMD 261 Acct# 0720705-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 3,081.12	SILMD 262 Acct# 0720937-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,102.89	SILMD 263 Acct# 0720716-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 185.52	SILMD 264 Acct# 0721427-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 360.85	SILMD 265 Acct# 0721556-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 63.93	SILMD 266 Acct# 0721684-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 410.00	SILMD 270 Acct# 0906944-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 110.01	SILMD 270 Acct# 0907777-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 954.75	SILMD 271 Acct# 0995095-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 2,823.11	SILMD 272 Acct# 0905005-5

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02/24/2025	878263	NorthWestern Energy	Light Maint	$ 203.77	SILMD 273 Acct# 0926386-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 537.31	SILMD 276 Acct# 0961926-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 849.53	SILMD 277 Acct# 1058710-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 238.55	SILMD 278 Acct# 1087619-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 58.91	SILMD 279 Acct# 1124127-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 652.90	SILMD 280 Acct# 1045653-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 516.04	SILMD 283 Acct# 1172743-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 326.26	SILMD 285 Acct# 1206985-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 243.26	SILMD 286 Acct# 1296582-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,851.37	SILMD 288 Acct# 1303978-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 167.57	SILMD 289 Acct# 1685375-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 112.64	SILMD 289 Acct# 4185749-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 163.57	SILMD 290 Acct# 1433921-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 605.53	SILMD 292 Acct# 1481532-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 231.35	SILMD 293 Acct# 1481534-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 462.74	SILMD 294 Acct# 1481535-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 110.09	SILMD 295 Acct# 1481536-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,226.21	SILMD 296 Acct# 1481537-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 208.22	SILMD 297 Acct# 1481539-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 185.08	SILMD 298 Acct# 1481540-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 408.26	SILMD 300 Acct# 1662840-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 5,212.32	SILMD 301 Acct# 1687005-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 382.25	SILMD 302 Acct# 1607534-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,188.94	SILMD 305 Acct# 1695873-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 240.87	SILMD 306 Acct# 1740353-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 3,420.72	SILMD 307 Acct# 2049005-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 270.90	SILMD 308 Acct# 2072459-7
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 436.13	SILMD 309 Acct# 2001311-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 106.48	SILMD 310 Acct# 2060519-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 325.40	SILMD 311 Acct# 3014475-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 365.40	SILMD 312 Acct# 3146127-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 557.50	SILMD 315 Acct# 3305804-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,160.16	SILMD 316 Acct# 3291842-7

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02/24/2025	878263	NorthWestern Energy	Light Maint	$ 114.93	SILMD 317 Acct# 3253826-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 822.88	SILMD 318 Acct# 3372018-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 62.32	SILMD 320 Acct# 0712569-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 587.03	SILMD 321 Acct# 3338917-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 117.95	SILMD 322 Acct# 3402033-9
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,041.41	SILMD 323 Acct# 3597170-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 443.46	SILMD 324 Acct# 1246537-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 304.04	SILMD 325 Acct# 3587598-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 149.62	SILMD 326 Acct# 3840455-4
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 185.69	SILMD 327 Acct# 3810801-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 893.52	SILMD 328 Acct# 3894879-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 114.66	SILMD 329 Acct# 3939032-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 331.84	SILMD 330 Acct# 3951594-5
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 40.17	SILMD 331 Acct# 0712645-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 16.38	SILMD 331 Acct# 4174590-2
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 51.83	SILMD 331 Acct# 4174591-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 36.67	SILMD 331 Acct# 4174593-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 33.14	SILMD 331 Acct# 4176340-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 184.61	SILMD 332 Acct# 4093467-1
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 383.47	SILMD 8 Acct# 0712544-6
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 353.90	SILMD 9 Acct# 0712545-3
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 499.21	SILMD 95 Acct# 0712556-0
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 9,651.05	SILMD 97 Acct# 0712557-8
02/24/2025	878263	NorthWestern Energy	Light Maint	$ 1,104.64	SILMD 99 Acct# 0712558-6
02/24/2025	878263	NorthWestern Energy	Street/Traffic	$ 12,979.82	Signal Bills 2.19.2025
02/24/2025	878262	NorthWestern Energy	Wastewater	$ 318.82	822 Shiloh Crossing Lift...Jan 2025
02/24/2025	878262	NorthWestern Energy	Wastewater	$ 185.92	Northwestern Energy 1756893-2 Jan 2025
02/24/2025	878262	NorthWestern Energy	Water	$ 2,676.07	4374 Hesper Rd. Temp Service Jan 2025
02/24/2025	878262	NorthWestern Energy	Water	$ 635.94	4519 Hesper Rd...Jan 2025
02/24/2025	878262	NorthWestern Energy	Water	$ 2,989.09	5809 Canyonwoods Dr...Jan 2025
02/24/2025	878270	Performance Engin & Consult	Storm Sewer	$ 32,923.75	WO 24-38 Wicks Lane Storm, Phase II; Pmt # 7
02/24/2025	878272	Public Utilities	Facilities	$ 233.20	3078688
02/24/2025	878272	Public Utilities	Facilities	$ 201.21	3080251

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02/24/2025	878272	Public Utilities	Park Dist 1	$ 63.20	3091164
02/24/2025	878272	Public Utilities	Park Dist 1	$ 35.15	3098205
02/24/2025	878272	Public Utilities	Park Dist 1	$ 13.35	3110120
02/24/2025	878272	Public Utilities	Parking	$ 11.25	3076980
02/24/2025	878272	Public Utilities	Parking	$ 92.49	3088608
02/24/2025	878272	Public Utilities	Parking	$ 301.79	3088641
02/24/2025	878272	Public Utilities	Parks Maint	$ 71.10	3059048
02/24/2025	878272	Public Utilities	Parks Maint	$ 28.13	3061212
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3064055
02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3069969
02/24/2025	878272	Public Utilities	Parks Maint	$ 38.25	3072961
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3072990
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3073704
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3074748
02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3074750
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3074751
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3075407
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3075860
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3078687
02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3081602
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3084220
02/24/2025	878272	Public Utilities	Parks Maint	$ 15.03	3086379
02/24/2025	878272	Public Utilities	Parks Maint	$ 31.94	3086387
02/24/2025	878272	Public Utilities	Parks Maint	$ 313.02	3086388
02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3086389
02/24/2025	878272	Public Utilities	Parks Maint	$ 18.50	3086390
02/24/2025	878272	Public Utilities	Parks Maint	$ 54.90	3086391
02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3086392
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3086929
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3087030
02/24/2025	878272	Public Utilities	Parks Maint	$ 18.50	3090572
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3095935
02/24/2025	878272	Public Utilities	Parks Maint	$ 213.03	3098116

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02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3098117
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3098999
02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3107305
02/24/2025	878272	Public Utilities	Parks Maint	$ 11.25	3107704
02/24/2025	878272	Public Utilities	Parks Maint	$ 13.35	3108190
02/24/2025	878272	Public Utilities	Parks Maint	$ 71.10	3109457
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3109458
02/24/2025	878272	Public Utilities	Parks Maint	$ 10.05	3113693
02/24/2025	878272	Public Utilities	Parks Maint	$ 54.90	3113702
02/24/2025	878272	Public Utilities	Public Safety	$ 21.75	3058345
02/24/2025	878272	Public Utilities	Public Safety	$ 117.33	3065605
02/24/2025	878272	Public Utilities	Public Safety	$ 44.10	3072537
02/24/2025	878272	Public Utilities	Public Safety	$ 21.75	3085968
02/24/2025	878272	Public Utilities	Public Safety	$ 53.57	3088868
02/24/2025	878272	Public Utilities	Solid Waste	$ 16.02	3077970
02/24/2025	878272	Public Utilities	Street/Traffic	$ 1.30	3073598
02/24/2025	878272	Public Utilities	Street/Traffic	$ 17.20	3075421
02/24/2025	878272	Public Utilities	Street/Traffic	$ 9.95	3075422
02/24/2025	878272	Public Utilities	Street/Traffic	$ 35.55	3083177
02/24/2025	878272	Public Utilities	Street/Traffic	$ 9.95	3087054
02/24/2025	878272	Public Utilities	Street/Traffic	$ 17.20	3094347
02/24/2025	878272	Public Utilities	Street/Traffic	$ 40.80	3110134
02/24/2025	878272	Public Utilities	Transit	$ 34.39	3064066
02/24/2025	878272	Public Utilities	Wastewater	$ 3,427.73	3060439
02/24/2025	878272	Public Utilities	Wastewater	$ 10.05	3075442
02/24/2025	1307	RDO Equipment	Solid Waste	$ 178.17	Air filters and elements for Landfill units 0263 and 0269.
02/24/2025	1307	RDO Equipment	Solid Waste	$ 1,486.84	Hydraulic oil for landfill units.
02/24/2025	1307	RDO Equipment	Solid Waste	$ 9,650.24	LABOR
02/24/2025	1307	RDO Equipment	Solid Waste	$ 10,520.59	LTCH; DOOR; S/H; RCVR; FILTRS; VPR CNDSR; GRMT
02/24/2025	878279	Sanderson Stewart	SID Const	$ 1,716.00	SID 14-25 Gabel Rd Corridor Signal Timin
02/24/2025	878279	Sanderson Stewart	St Maint Dist	$ 1,716.00	SID 14-25 Gabel Rd Corridor Signal Timin
02/24/2025	878291	Tetra Tech	Solid Waste	$ 5,681.66	surface emission groundwater monitoring reporting
02/24/2025	1309	Town & Country Supply	Airport	$ 12,116.40	Invoice #446549. Diesel for Operations

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02/24/2025	1309	Town & Country Supply	Fleet	$ 2,615.92	445878
02/24/2025	1309	Town & Country Supply	Fleet	$ 2.25	445878
02/24/2025	1309	Town & Country Supply	Fleet	$ 16,086.42	445878
02/24/2025	1309	Town & Country Supply	Fleet	$ 13,003.74	445878
02/24/2025	1309	Town & Country Supply	Fleet	$ 4,434.87	445878
02/24/2025	1309	Town & Country Supply	Transit	$ 5,424.31	446560_Unleaded Fuel
02/24/2025	1309	Town & Country Supply	Water	$ 10,179.06	Unleaded Fuel for Belknap
02/24/2025	1310	Tractor & Equipment	Solid Waste	$ 3,333.16	HEAD AS-CMB; SNSR GP-PR; LKNT HX; PLG-SPRK; WR AS
02/24/2025	1310	Tractor & Equipment	Solid Waste	$ 1,515.00	LABOR
02/24/2025	1310	Tractor & Equipment	Street/Traffic	$ 1,268.20	lamps for graders
02/24/2025	878294	TW Ridley	Wastewater	$ 44,999.28	Retainage Release Final
02/24/2025	878294	TW Ridley	Water	$ 11,761.76	Retainage Release Final
02/24/2025	878299	Verizon Wireless	Engineering	$ 27.32	PW-Engineering
02/24/2025	878299	Verizon Wireless	Fleet	$ 43.03	Motor Pool
02/24/2025	878299	Verizon Wireless	General	$ 163.65	City Administrator 0100-13130-403450
02/24/2025	878299	Verizon Wireless	General	$ 10.02	Code Enf. Tina Hoeger Laptop
02/24/2025	878299	Verizon Wireless	General	$ 40.01	Code Enforcement Laptop -Todd Morgan
02/24/2025	878299	Verizon Wireless	General	$ 27.32	Victoria Hill -Laptop
02/24/2025	878299	Verizon Wireless	Parking	$ 58.09	Parking Division iPad for testing Field Maps
02/24/2025	878299	Verizon Wireless	PD Program	$ 510.44	CCSIU Cell/PTT -Added Jason
02/24/2025	878299	Verizon Wireless	PD Program	$ 80.02	CCSIU RAVEN
02/24/2025	878299	Verizon Wireless	Phone System	$ 80.02	WRF Cradle Point Belknap Cradle Point
02/24/2025	878299	Verizon Wireless	Public Safety	$ 40.01	Bait Car
02/24/2025	878299	Verizon Wireless	Public Safety	$ 40.01	Fire Drone Hotspot
02/24/2025	878299	Verizon Wireless	Public Safety	$ 40.01	Fire Drone Hotspot
02/24/2025	878299	Verizon Wireless	Public Safety	$ 40.01	Fire MDT
02/24/2025	878299	Verizon Wireless	Public Safety	$ 40.01	Fire MDT
02/24/2025	878299	Verizon Wireless	Public Safety	$ 360.11	MDT Toughbooks
02/24/2025	878299	Verizon Wireless	Public Safety	$ 40.11	Police Bait Car
02/24/2025	878299	Verizon Wireless	Public Safety	$ 34.53	Police iPad Chief
02/24/2025	878299	Verizon Wireless	Public Safety	$ 35.01	Police MiFi
02/24/2025	878299	Verizon Wireless	Solid Waste	$ -	PW-Solid Waste
02/24/2025	878299	Verizon Wireless	Solid Waste	$ 41.64	PW-SW-ON CALL Solid Waste On Call

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02/24/2025	878299	Verizon Wireless	Solid Waste	$	24.32	PW-SW-ON CALL Solid Waste On Call
02/24/2025	878299	Verizon Wireless	Solid Waste	$	(3.83)	Solid Waste Tablets -Routware
02/24/2025	878299	Verizon Wireless	Street/Traffic	$	174.67	PW-Streets and Cameras
02/24/2025	878299	Verizon Wireless	Street/Traffic	$	-	PW-Streets City Works
02/24/2025	878299	Verizon Wireless	Street/Traffic	$	243.90	PW-STRT TRFC Streets
02/24/2025	878299	Verizon Wireless	Transit	$	309.02	MET AVL
02/24/2025	878299	Verizon Wireless	Transit	$	970.36	MET Max Transit
02/24/2025	878299	Verizon Wireless	Transit	$	1,120.28	MET Max Transit
02/24/2025	878299	Verizon Wireless	Transit	$	281.23	MET Transit
02/24/2025	878299	Verizon Wireless	Wastewater	$	520.13	MET Tablets
02/24/2025	878299	Verizon Wireless	Water	$	-	PW Belknap Meter Shop
02/24/2025	878299	Verizon Wireless	Water	$	27.32	PWBLKNP Water Treatment
02/24/2025	878299	Verizon Wireless	Water	$	40.01	PWBLNP Comm-Meter CityWorks/Neptune
02/24/2025	878299	Verizon Wireless	Water	$	67.35	PWBLNP Comm-Meter CityWorks/Neptune
02/24/2025	878303	Western Systems	Street/Traffic	$	2,823.45	ped bases for signals
02/24/2025	878306	Xylem Water Solutions USA	Wastewater	$	30,034.88	Pipe Repair materials/repair saddle for Flygt 3127

City Council Regular

Date:	03/24/2025
Title:	Payment of Claims for week of March 3rd, 2025
Presented by:	Erin Watterud
Department:	Finance
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of $2,170,312.29 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than $1,000, then it must be approved by the Finance Director or designee. If that payment is greater than $10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of $2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed.

FISCAL EFFECTS

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

Attachments

CouncilMemo wk of 03032025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878309	360 Office	Stillwater Const	$ 177,949.82	Furniture Package for Stillwater
03/03/2025	878310	A & E Architects	Tax Incrmnt S	$ 150,213.87	Amend park rec campus arch agreement
03/03/2025	878324	Century Link	Airport	$ 49.20	Airport Terminal Power M
03/03/2025	878324	Century Link	Airport	$ 45.66	Airport Alarm
03/03/2025	878324	Century Link	Airport	$ 45.19	Airport 1FB Line
03/03/2025	878324	Century Link	Airport	$ 83.58	Airport
03/03/2025	878324	Century Link	Airport	$ 45.19	Airport P9 Building
03/03/2025	878324	Century Link	Airport	$ 466.98	Airport -Charges for phone fax alarm line
03/03/2025	878324	Century Link	Airport	$ 31.99	Bill Date: Aug 16, 2021. QTA Phone
03/03/2025	878324	Century Link	Engineering	$ 118.40	Measured Lines Depot 50/50
03/03/2025	878324	Century Link	EOC 911	$ 45.65	911
03/03/2025	878324	Century Link	EOC 911	$ 45.65	911
03/03/2025	878324	Century Link	EOC 911	$ 300.00	9-1-1 Center Landfill #2
03/03/2025	878324	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
03/03/2025	878324	Century Link	EOC 911	$ 3,248.80	9-1-1 Center
03/03/2025	878324	Century Link	EOC 911	$ (93.38)	9-1-1 Center
03/03/2025	878324	Century Link	EOC 911	$ (93.38)	9-1-1 Center
03/03/2025	878324	Century Link	EOC 911	$ (665.14)	9-1-1 Center
03/03/2025	878324	Century Link	Fleet	$ 44.69	Motor Pool
03/03/2025	878324	Century Link	General	$ -	Cemetery Kenco Line
03/03/2025	878324	Century Link	IT Resources	$ 49.20	Kenco Security Alarm IT Alarm
03/03/2025	878324	Century Link	Library	$ 421.11	Library 6 lines
03/03/2025	878324	Century Link	P.W. Admin	$ 118.40	Measured Lines Depot 50/50
03/03/2025	878324	Century Link	Park Dist 1	$ 66.00	Parks
03/03/2025	878324	Century Link	Park Dist 1	$ 63.00	Stewart Park Batting Cages
03/03/2025	878324	Century Link	Park Dist 1	$ 46.00	Parks 3890 Stillwater
03/03/2025	878324	Century Link	Parking	$ 35.19	Park 2 Elevator Phone
03/03/2025	878324	Century Link	Parking	$ 49.20	Park 1 Elevator Phone
03/03/2025	878324	Century Link	Phone System	$ 118.08	Library 4 lines
03/03/2025	878324	Century Link	Phone System	$ 93.16	Library 4 lines
03/03/2025	878324	Century Link	Phone System	$ 115.86	Airport Measured Lines
03/03/2025	878324	Century Link	Phone System	$ 108.40	Met Measured Lines
03/03/2025	878324	Century Link	Phone System	$ 108.40	BOC Measured Lines

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878324	Century Link	Phone System	$ 108.40	PUD Measured Lines
03/03/2025	878324	Century Link	Phone System	$ 2,764.00	Main System Centrex
03/03/2025	878324	Century Link	Phone System	$ 607.40	Main System Centrex
03/03/2025	878324	Century Link	Phone System	$ 58.23	MET Fax and Kenco Fax
03/03/2025	878324	Century Link	Phone System	$ 49.48	Animal Control Fax
03/03/2025	878324	Century Link	Phone System	$ 56.62	Fire Alarm
03/03/2025	878324	Century Link	Phone System	$ 56.62	Four Dances
03/03/2025	878324	Century Link	Phone System	$ 55.55	Miller Building
03/03/2025	878324	Century Link	Phone System	$ 56.62	Pioneer Park
03/03/2025	878324	Century Link	Phone System	$ 58.23	Streets Fax
03/03/2025	878324	Century Link	Planning	$ 49.20	Planning Traffic Central Broadwater
03/03/2025	878324	Century Link	Planning	$ 49.20	Planning Traffic Central 9th
03/03/2025	878324	Century Link	Public Safety	$ 49.20	Fire Elevator
03/03/2025	878324	Century Link	Public Safety	$ 46.19	Crime Prevention Alarm
03/03/2025	878324	Century Link	Public Safety	$ 119.32	Fire
03/03/2025	878324	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
03/03/2025	878324	Century Link	Public Safety	$ 59.20	Fire 5 911 Line
03/03/2025	878324	Century Link	Public Safety	$ 35.19	Fire Maintenance Shop
03/03/2025	878324	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
03/03/2025	878324	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
03/03/2025	878324	Century Link	Solid Waste	$ 84.38	Solid Waste Landfill
03/03/2025	878324	Century Link	Solid Waste	$ 187.10	SW Landfill
03/03/2025	878324	Century Link	Street/Traffic	$ 35.19	PW Traffic 3728 McDougall
03/03/2025	878324	Century Link	Street/Traffic	$ 49.20	PW Traffic Signal 24 Central
03/03/2025	878324	Century Link	Wastewater	$ 56.33	PUD Sahara Sand Lift Station
03/03/2025	878324	Century Link	Water	$ 39.44	PUD Alarm Water Tower
03/03/2025	878328	Community Solutions	Court Grants	$ 2,805.00	25 Feb. CSI
03/03/2025	878333	Crowley Fleck	General	$ 6,500.00	Work on government affairs for Jan 2025
03/03/2025	878335	Data Imaging System	Building	$ 32,706.65	Scanning of Building Documents
03/03/2025	878337	Dell Computer	Facilities	$ 1,610.92	OptiPlex 7020+ Micro Form Factor
03/03/2025	878337	Dell Computer	PD Program	$ 5,374.72	Qty. 2 Dell Rugged 14 RB14250 -CCSIU
03/03/2025	878343	Duval Ford	Public Safety	$ 145,882.56	(3) 2025 Ford Police interceptors.
02/26/2025	348408	EBMS Import	City Ins Fund	$ 2,727.70	EBMS INSURANCE PAYMENTS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
02/26/2025	348415	EBMS Import	City Ins Fund	$ 2,875.00	EBMS INSURANCE PAYMENTS
02/26/2025	348418	EBMS Import	City Ins Fund	$ 4,074.19	EBMS INSURANCE PAYMENTS
02/26/2025	348421	EBMS Import	City Ins Fund	$ 2,968.60	EBMS INSURANCE PAYMENTS
02/26/2025	348435	EBMS Import	City Ins Fund	$ 14,116.04	EBMS INSURANCE PAYMENTS
02/26/2025	348450	EBMS Import	City Ins Fund	$ 3,410.77	EBMS INSURANCE PAYMENTS
02/26/2025	348451	EBMS Import	City Ins Fund	$ 8,507.18	EBMS INSURANCE PAYMENTS
02/26/2025	348452	EBMS Import	City Ins Fund	$ 4,628.25	EBMS INSURANCE PAYMENTS
02/26/2025	348472	EBMS Import	City Ins Fund	$ 4,282.74	EBMS INSURANCE PAYMENTS
02/26/2025	348480	EBMS Import	City Ins Fund	$ 3,589.33	EBMS INSURANCE PAYMENTS
02/26/2025	348486	EBMS Import	City Ins Fund	$ 20,027.91	EBMS INSURANCE PAYMENTS
02/26/2025	348492	EBMS Import	City Ins Fund	$ 9,466.50	EBMS INSURANCE PAYMENTS
02/26/2025	348501	EBMS Import	City Ins Fund	$ 4,045.06	EBMS INSURANCE PAYMENTS
02/26/2025	348521	EBMS Import	City Ins Fund	$ 7,117.61	EBMS INSURANCE PAYMENTS
02/26/2025	348523	EBMS Import	City Ins Fund	$ 10,143.60	EBMS INSURANCE PAYMENTS
02/26/2025	348524	EBMS Import	City Ins Fund	$ 6,930.76	EBMS INSURANCE PAYMENTS
02/26/2025	348525	EBMS Import	City Ins Fund	$ 52,896.24	EBMS INSURANCE PAYMENTS
02/26/2025	348529	EBMS Import	City Ins Fund	$ 7,344.76	EBMS INSURANCE PAYMENTS
02/26/2025	348548	EBMS Import	City Ins Fund	$ 4,902.55	EBMS INSURANCE PAYMENTS
03/03/2025	ACH	Eldorado National CA	Transit	$ 1,554.63	90878013_Post -Rear Engine Door Guard
03/03/2025	ACH	Eldorado National CA	Transit	$ 14.71	90878013_Shipping
03/03/2025	ACH	Eldorado National CA	Transit	$ 1,144.77	90878197_Post-Rear Engine Guard Door
03/03/2025	ACH	Eldorado National CA	Transit	$ 21.67	90878197_Shipping
03/03/2025	ACH	Eldorado National CA	Transit	$ 112.09	90878488_Fastener Nuts- Leaf Springs
03/03/2025	ACH	Eldorado National CA	Transit	$ 14.74	90878488_Shipping
03/03/2025	878347	Elreg Distributors LTD	Transit	$ 4,590.64	0142785-IN_Alternator will use on Unit#1840
03/03/2025	878347	Elreg Distributors LTD	Transit	$ 4,720.65	0142786-IN_Alternator will use on Unit#1832
03/03/2025	878350	Governmentjobs.com	General	$ 29,464.34	Governmentjobs.com Subscription
03/03/2025	878354	Hansers Wrecker	Fleet	$ 450.00	BIL35025
03/03/2025	878354	Hansers Wrecker	Fleet	$ 675.00	BIL35752
03/03/2025	878354	Hansers Wrecker	Public Safety	$ 150.00	--; LIGHT DUTY TOW
03/03/2025	878354	Hansers Wrecker	Public Safety	$ 150.00	--; LIGHT DUTY TOW
03/03/2025	878354	Hansers Wrecker	Street/Traffic	$ 1,239.75	NONE; HEAVY DUTY TOW
03/03/2025	878355	Hi-Country Dock & Door	Stillwater Const	$ 3,574.00	Underground overhead door at Stillwater

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878356	High Point Networks	IT Resources	$ 4,750.00	Block of Hours Tier 2
03/03/2025	878356	High Point Networks	IT Resources	$ 4,750.00	Block of hours -Tier 2 SWB
03/03/2025	878356	High Point Networks	Transit	$ 4,292.00	EX4100 48P Juniper switch -MET
03/03/2025	ACH	Kone	Airport	$ 157.04	FY25 Elevator/Escalator Mntnce- IP9
03/03/2025	ACH	Kone	Airport	$ 64.67	FY25 Elevator/Escalator Maintenance- Ops
03/03/2025	ACH	Kone	Airport	$ 2,827.77	Elevator/Escalator Maintenance- Terminal
03/03/2025	878370	Lee Newspaper Enterprises	P.W. Admin	$ 3,349.30	Public Works Dept Media Marketing 2023
03/03/2025	878376	Mckinstry Co	Stillwater Const	$ 9,300.00	commissioning services of the Stillwater
03/03/2025	878377	McLoughlin & Eardley Group	Airport	$ 3,411.85	Airport Police Vehicle Accessories.
03/03/2025	878378	Mead & Hunt	Airport	$ 8,425.00	Air Service Consulting Services
03/03/2025	878385	Montana Dakota Utilities	CDBG	$ 56.05	Act #766 804 8641 2 FORECLOSURE- St. Johns
03/03/2025	878385	Montana Dakota Utilities	Engineering	$ 442.97	595 373 1000 1
03/03/2025	878385	Montana Dakota Utilities	Facilities	$ 1,556.29	130 733 1000 8
03/03/2025	878385	Montana Dakota Utilities	Facilities	$ 8,160.56	375 963 4481 4
03/03/2025	878385	Montana Dakota Utilities	Facilities	$ 5,379.61	757 633 1000 2
03/03/2025	878385	Montana Dakota Utilities	Facilities	$ 4,062.50	929 780 1000 4
03/03/2025	878385	Montana Dakota Utilities	Facilities	$ 71.06	989 733 1000 0
03/03/2025	878385	Montana Dakota Utilities	Facilities	$ 1,378.74	993 733 1000 4
03/03/2025	878385	Montana Dakota Utilities	Library	$ 7,521.61	219 924 4851 0
03/03/2025	878385	Montana Dakota Utilities	Park Dist 1	$ 71.06	061 943 1000 6
03/03/2025	878385	Montana Dakota Utilities	Park Dist 1	$ 141.81	371 101 1000 6
03/03/2025	878385	Montana Dakota Utilities	Park Dist 1	$ 668.78	437 780 1000 9
03/03/2025	878385	Montana Dakota Utilities	Park Dist 1	$ 519.90	571 295 3342 8
03/03/2025	878385	Montana Dakota Utilities	Park Dist 1	$ 174.84	927 890 1000 3
03/03/2025	878385	Montana Dakota Utilities	Parking	$ 24.03	717 353 1000 6
03/03/2025	878385	Montana Dakota Utilities	Parking	$ 227.96	799 152 1209 0
03/03/2025	878385	Montana Dakota Utilities	Public Safety	$ 24.03	062 907 9494 7
03/03/2025	878385	Montana Dakota Utilities	Public Safety	$ 2,153.13	169 233 1000 3
03/03/2025	878385	Montana Dakota Utilities	Public Safety	$ 752.32	442 190 1000 4
03/03/2025	878385	Montana Dakota Utilities	Public Safety	$ 176.80	514 117 0478 9
03/03/2025	878385	Montana Dakota Utilities	Public Safety	$ 923.19	533 653 1000 1
03/03/2025	878385	Montana Dakota Utilities	Public Safety	$ 73.24	602 589 7178 1
03/03/2025	878385	Montana Dakota Utilities	Public Safety	$ 1,850.02	885 880 1000 4

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878385	Montana Dakota Utilities	Solid Waste	$ 1,584.43	284 225 1320 1
03/03/2025	878385	Montana Dakota Utilities	Solid Waste	$ 99.94	602 680 9335 2
03/03/2025	878385	Montana Dakota Utilities	Solid Waste	$ 1,557.27	770 390 1000 2
03/03/2025	878385	Montana Dakota Utilities	Transit	$ 4,520.96	962 880 1000 0
03/03/2025	878385	Montana Dakota Utilities	Wastewater	$ 14,455.86	293 780 1000 2
03/03/2025	878385	Montana Dakota Utilities	Wastewater	$ 7,227.93	293 780 1000 2
03/03/2025	878385	Montana Dakota Utilities	Wastewater	$ 7,227.94	293 780 1000 2
03/03/2025	878385	Montana Dakota Utilities	Wastewater	$ 341.08	310 490 1000 7
03/03/2025	878385	Montana Dakota Utilities	Wastewater	$ 582.66	410 490 1000 6
03/03/2025	878385	Montana Dakota Utilities	Wastewater	$ 70.83	735 453 1000 2
03/03/2025	878385	Montana Dakota Utilities	Wastewater	$ 155.51	868 563 1000 7
03/03/2025	878385	Montana Dakota Utilities	Water	$ 360.61	010 490 1000 0
03/03/2025	878385	Montana Dakota Utilities	Water	$ 71.81	076 225 9180 3
03/03/2025	878385	Montana Dakota Utilities	Water	$ 83.09	110 490 1000 9
03/03/2025	878385	Montana Dakota Utilities	Water	$ 422.28	209 077 5055 6
03/03/2025	878385	Montana Dakota Utilities	Water	$ 608.77	210 490 1000 8
03/03/2025	878385	Montana Dakota Utilities	Water	$ 1,023.24	310 490 1000 7
03/03/2025	878385	Montana Dakota Utilities	Water	$ 1,747.97	410 490 1000 6
03/03/2025	878385	Montana Dakota Utilities	Water	$ 5,602.01	500 490 1000 7
03/03/2025	878385	Montana Dakota Utilities	Water	$ 127.90	510 490 1000 5
03/03/2025	878385	Montana Dakota Utilities	Water	$ 189.55	527 033 1000 4
03/03/2025	878385	Montana Dakota Utilities	Water	$ 220.40	566 923 1000 8
03/03/2025	878385	Montana Dakota Utilities	Water	$ 318.74	610 490 1000 4
03/03/2025	878385	Montana Dakota Utilities	Water	$ 167.52	666 923 1000 7
03/03/2025	878385	Montana Dakota Utilities	Water	$ 745.29	700 490 1000 5
03/03/2025	878385	Montana Dakota Utilities	Water	$ 332.33	800 490 1000 4
03/03/2025	878385	Montana Dakota Utilities	Water	$ 173.41	832 001 1000 1
03/03/2025	878385	Montana Dakota Utilities	Water	$ 1,208.47	900 490 1000 3
03/03/2025	878387	MT First Responder Psychological Svcs	Public Safety	$ 3,600.00	Pre-Employment Psychological Evaluation
03/03/2025	878388	Montana Infrastructure Coalition	General	$ 5,000.00	Voting Membership Renewal for 2025
03/03/2025	878392	Morrison Maierle	Airport	$ 3,754.83	AIP73 Terminal Expansion-Eligible for Reimb
03/03/2025	878392	Morrison Maierle	Airport	$ 417.20	AIP73 Terminal Expansion-Ineli for Reimb
03/03/2025	878392	Morrison Maierle	Airport	$ 352.95	AIP76 Terminal Expansion -eligible for local

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878392	Morrison Maierle	Airport	$ 7,606.08	Amend #13 Terminal Expansion Proj- Fed
03/03/2025	878392	Morrison Maierle	Airport	$ 714.96	Amend #13 Terminal Expansion Proj- Inel
03/03/2025	878392	Morrison Maierle	Airport	$ 845.12	Amend #13 Terminal Expansion Proj- Local
03/03/2025	878392	Morrison Maierle	Airport	$ 806.93	FY25 Miscellaneous Services
03/03/2025	878392	Morrison Maierle	Airport	$ 50,797.88	Runway 7/25 Reconst & Extension - Federal
03/03/2025	878392	Morrison Maierle	Airport	$ 2,673.57	Runway 7/25 Reconst & Extension - Local
03/03/2025	878400	NorthWestern Energy	Airport	$ 41,637.00	0100482-9. Vault Main Account. Feb 2025
03/03/2025	878400	NorthWestern Energy	Airport	$ 399.41	0712792-1. IP-7. February 2025
03/03/2025	878400	NorthWestern Energy	Airport	$ 1,132.11	0712800-2. IP-9. February 2025
03/03/2025	878400	NorthWestern Energy	Airport	$ 575.12	0712809-3. IP-11 Alpine. February 2025
03/03/2025	878400	NorthWestern Energy	Engineering	$ 602.17	1741314-7
03/03/2025	878400	NorthWestern Energy	Facilities	$ 5,870.07	0100507-3
03/03/2025	878400	NorthWestern Energy	Facilities	$ 1,161.38	0720829-1
03/03/2025	878400	NorthWestern Energy	Facilities	$ 1,749.34	0975808-7
03/03/2025	878400	NorthWestern Energy	Facilities	$ 685.12	1160802-3
03/03/2025	878400	NorthWestern Energy	Facilities	$ 2,628.89	1160804-9
03/03/2025	878400	NorthWestern Energy	Facilities	$ 2,621.46	1269391-7
03/03/2025	878400	NorthWestern Energy	Facilities	$ 7,945.50	3927205-9
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 1,259.06	0100506-5
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 38.23	0712387-0
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 238.77	0712536-2
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 53.59	0720818-4
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 262.82	0720821-8
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 6.13	0722237-5
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 6.53	0722247-4
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 89.25	0722255-7
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0722257-3
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 127.43	0722260-7
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0722261-5
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0722262-3
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0722265-6
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 98.34	0722266-4
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 0.99	0722268-0

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 8.68	0722269-8
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 18.49	0722287-0
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 10.56	0722292-0
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 20.83	0722293-8
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 6.00	0722905-7
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 66.59	0722933-9
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 10.43	0723027-9
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 85.36	0723035-2
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 6.80	0723036-0
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 172.91	0723037-8
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 44.75	0723042-8
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 18.26	0723044-4
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 56.86	0723045-1
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0723050-1
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0723051-9
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0723052-7
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 19.56	0723054-3
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 12.28	0723055-0
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 30.04	0723056-8
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 7.88	0723057-6
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 10.84	0723058-4
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	0723170-7
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 240.73	0789437-1
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 156.19	0925496-2
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 11.07	1836666-6
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ 17.40	4081700-9
03/03/2025	878400	NorthWestern Energy	Park Dist 1	$ -	4089118-6
03/03/2025	878400	NorthWestern Energy	Parking	$ 2,686.30	0720834-1
03/03/2025	878400	NorthWestern Energy	Parking	$ 1,927.56	1569636-2
03/03/2025	878400	NorthWestern Energy	Parking	$ 1,449.05	1594282-4
03/03/2025	878400	NorthWestern Energy	Parks Maint	$ 171.24	1059093-3

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878400	NorthWestern Energy	Public Safety	$ 796.45	0871546-8
03/03/2025	878400	NorthWestern Energy	Public Safety	$ 646.56	1984150-1
03/03/2025	878400	NorthWestern Energy	Public Safety	$ 618.42	1984155-0
03/03/2025	878400	NorthWestern Energy	Public Safety	$ 1,794.28	3448739-7
03/03/2025	878400	NorthWestern Energy	Radio	$ 262.64	0721580-9
03/03/2025	878400	NorthWestern Energy	Solid Waste	$ 1,843.30	3252194-0
03/03/2025	878400	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
03/03/2025	878400	NorthWestern Energy	Street/Traffic	$ 0.19	1740357-7
03/03/2025	878400	NorthWestern Energy	Street/Traffic	$ 0.49	1748896-6
03/03/2025	878400	NorthWestern Energy	Transit	$ 517.89	1784756-7
03/03/2025	878400	NorthWestern Energy	Wastewater	$ 63,853.55	0100591-7
03/03/2025	878400	NorthWestern Energy	Wastewater	$ 944.92	0100606-3
03/03/2025	878400	NorthWestern Energy	Water	$ 1,008.88	0100485-2
03/03/2025	878400	NorthWestern Energy	Water	$ 8,486.52	0100540-4
03/03/2025	878400	NorthWestern Energy	Water	$ 71,813.44	0100606-3
03/03/2025	878400	NorthWestern Energy	Water	$ 2,834.74	0100606-3
03/03/2025	878400	NorthWestern Energy	Water	$ 2,096.35	0722264-9
03/03/2025	878400	NorthWestern Energy	Water	$ 2,765.03	0723040-2
03/03/2025	878400	NorthWestern Energy	Water	$ 44.62	0723059-2
03/03/2025	878400	NorthWestern Energy	Water	$ 465.32	1116452-2
03/03/2025	878402	Peterson Office Furniture	General	$ 5,154.93	Peterson Quality Office Invoice #205608
03/03/2025	878405	Precise MRM	Building	$ 2,660.00	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	CDBG	$ 221.67	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	Engineering	$ 2,660.00	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	General	$ 1,551.67	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	Park Dist 1	$ 7,093.33	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	Planning	$ 443.33	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	Street/Traffic	$ 18,841.67	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	Wastewater	$ 2,105.83	Precise MRM Invoices 2003697 & 20036982
03/03/2025	878405	Precise MRM	Water	$ 1,995.00	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878405	Precise MRM	Water	$ 997.50	Precise MRM Invoices 2003697 & 2003698
03/03/2025	878406	Radiant Solutions Group	Street/Traffic	$ 1,944.00	street light inventory
03/03/2025	878406	Radiant Solutions Group	Street/Traffic	$ 1,430.30	street light inventory

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/03/2025	878407	Redfern	General	$ 2,837.50	Consulting Services
03/03/2025	878411	Solid Waste Systems	Fleet	$ 59.56	177798
03/03/2025	878411	Solid Waste Systems	Fleet	$ 1,971.93	177798
03/03/2025	878411	Solid Waste Systems	Fleet	$ 231.59	178715
03/03/2025	878411	Solid Waste Systems	Fleet	$ 578.52	178715
03/03/2025	878411	Solid Waste Systems	Fleet	$ 21.71	178824
03/03/2025	878411	Solid Waste Systems	Fleet	$ 400.59	178824
03/03/2025	878411	Solid Waste Systems	Street/Traffic	$ 230,400.50	2025 Grapple truck per attached
03/03/2025	878411	Solid Waste Systems	Street/Traffic	$ 5,912.04	blades/bolts for unit 1125
03/03/2025	878414	SRS Crisafulli	Water	$ 483,000.00	Dual propulsion floating dredge
03/03/2025	878417	Stillwater Traders	PD Program	$ 21,561.75	7 High powered IR laser aiming device.
03/03/2025	ACH	Town & Country Supply	Fleet	$ 2.75	445886
03/03/2025	ACH	Town & Country Supply	Fleet	$ 11,129.95	445886
03/03/2025	ACH	Town & Country Supply	Fleet	$ 10,323.52	445886
03/03/2025	ACH	Town & Country Supply	Fleet	$ 7,238.66	445891
03/03/2025	ACH	Town & Country Supply	Fleet	$ 4,524.85	445891
03/03/2025	ACH	Town & Country Supply	Fleet	$ 2.96	445891
03/03/2025	ACH	Town & Country Supply	Fleet	$ 13,244.48	445891
03/03/2025	ACH	Town & Country Supply	Fleet	$ 8,540.88	445891
03/03/2025	ACH	Town & Country Supply	Solid Waste	$ 10,177.64	446429
03/03/2025	ACH	Town & Country Supply	Solid Waste	$ 8,366.38	446429
03/03/2025	ACH	Town & Country Supply	Transit	$ 14,877.60	445736_Diesel #2
03/03/2025	878430	Wovek	Park Dist 1	$ 39,342.25	Castlerock restroom renovations
03/03/2025	878430	Wovek	Park Dist 1	$ 21,752.84	Castlerock restroom renovations
03/03/2025	878434	YVAS	Public Safety	$ 28,038.75	contract 2-2025

City Council Regular

Date:	03/24/2025
Title:	Amend Park Recreation Campus General Contractor / Construction Manager (GC/CM) - GMP Amendment #1
Presented by:	Kory Thomson
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends approving the Amend Park Recreation Campus General Contractor / Construction Manager (GC/CM) Contract - GMP Amendment #1 for Bid Package #1 with Langlas & Associates General Contractors to increase the Guaranteed Maximum Price (GMP) by $3,894,768.81.

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

The GC/CM contract for the Amend Park Recreation Campus was approved by Council on March 10, 2025, with Langlas for construction of the Amend Park Recreation Campus. GMP Amendment #1 includes the following divisions for Bid Package #1:

- Division 13 Specialty Constructions for Metal Building Systems.
- Division 31 Earthwork for Rammed Aggregate Piers.
- Division 32 Exterior Improvements for ditch relocation.
- Division 33 Utilities for site-related utility improvements.

Other costs associated with Bid Package #1 include winter conditions and temporary fencing allowance, general conditions, and project contingency of 3%.

Upon approval of the GMP Amendment #1 - Bid Package #1, Langlas will mobilize and relocate the ditch by the April 14th deadline for the Suburban ditch water release, and for the ice facility team to begin construction of their building.

At a future date, anticipated to be in June 2025, staff will come back to Council seeking approval for the remainder of the construction divisions included in Bid Package #2 Scope of Work.

Langlas advertised Bid Package #1 following the state-required procurement process on behalf of the City. The Bid Package #1 was advertised in Yellowstone County News on February 28 and March 7, 2025. Bids were opened on March 18, 2025.

STAKEHOLDERS

City of Billings

- City Council -- Providing oversight and funding approval.
- Parks & Recreation Department -- Managing project execution.
- Public Works Department -- Supporting infrastructure development, including utilities and stormwater management.
- South Billings Urban Renewal Association (SBURA) -- Providing Tax Increment Financing (TIF) funds to finance the project.

Project Team

- Langlas & Associates -- General Contractor / Construction Manager responsible for project delivery.
- A&E Design -- Architectural firm leading design and engineering.
- Rimrock Engineering -- Providing geotechnical analysis.
- Sanbell Land Surveying -- Assisting with site planning and boundary determinations.

Community & User Groups

- Local sports organizations & leagues -- Primary users of the courts facility.
- Yellowstone Ice Facility (YIF) -- Adjacent facility coordinating with project development.
- General public -- Benefiting from expanded recreational opportunities.

ALTERNATIVES

City Council may:

Approve the GMP Amendment #1 - Bid Package #1 allowing Langlas to proceed with site mobilization and begin construction; or,

Not Approve, which would delay construction and impact construction sequence.

FISCAL EFFECTS

Amend Park Recreation Campus Construction Costs which will be paid through TIF funds from the South Billings Urban Renewal Association.

Original Contract	$15,000.00 for Pre-Construction Services
Amendment #1	$3,894,768.31
New GMP	$3,909,768.31

Attachments

Contract
Exhibit A1

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20th day of March in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor (as modified) where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of February in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Amend Park Recreation Campus – Courts
5101 King Ave E, Billings, MT 59101

THE OWNER:
(Name, legal status, and address)

City of Billings
210 North 27th St
Billings, MT 59101
P.O. Box 1178
Billings, MT 59103

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Langlas & Associates, Inc.
2685 Gabel Road, Billings, MT 59102

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for Bid Package #1. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Eight Hundred Ninety Four Thousand Seven Hundred Sixty Eight Dollars and Eighty One Cents ($ 3,894,768.81.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Exhibit A1 – Bid Package #1 – GMP Summary, dated 3/18/25, 1 page

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates , if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement .
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate #1 – Sand Blasted Concrete Sidewalks	$11,429.22	Accepted by June 16th, 2025

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Rammed Aggregate Pier - Added Pier	Each	$504.00
Rammed Aggregate Pier – Deducted Pier	Each	$312.00
Rammed Aggregate Pier – Casing Mobilization	Each	$5,897.00
Rammed Aggregate Pier – Casing per Pier	Each	$161.00
Rammed Aggregate Pier – Remobilization	Each	$5,361.00

.

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be :
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

3/31/2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

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User Notes:
(3B9ADA4E)

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: 6/11/2026

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.2.a If Construction Manager is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of Owner or Architect, of an employee or consultant of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with the Contract Documents or other causes beyond Construction Manager's control; (4) by delay authorized by Owner pending mediation and binding dispute resolution; or (5) by other causes that Construction Manager asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, and the Contract Sum shall be adjusted in accordance with the Contract Documents. An event beyond Construction Manager's control for which it shall be entitled to additional Contract Time and Contract Sum specifically includes delays and increased costs that may result from or arise out of a pandemic (such as the COVID-19 pandemic), including but not limited to, availability of labor, disruptions in supply chains, availability of materials, restrictions on worksites and unforeseen changes in work flow, and increased costs due to administration, monitoring, and accommodations for jobsite safety. The delays discussed in this provision shall be referred to as "Unavoidable Delay", and the cost increases discussed in this provision shall be referred to as "Unavoidable Cost Escalation". Unavoidable Delays and Unavoidable Cost Escalations may not include delays or cost increases that could reasonably have been foreseen by Construction Manager at the time of the execution of this GMP Amendment, Exhibit A.

§ A.2.3.2.b If Construction Manager determines that an Unavoidable Delay and/or Unavoidable Cost Escalation has or is about to occur, it shall provide Owner with written notice of the same and provide a reasonably accurate assessment of the impacts, if any, caused by the Unavoidable Delay and/or Unavoidable Cost Escalation. As soon as is reasonably practicable but not later than fourteen (14) calendar days following the Construction Manager's discovery of the Unavoidable Delay and/or Unavoidable Cost Escalation, Construction Manager shall provide to Owner a proposed Change Order reflecting the impact on the Contract Time and Contract Sum resulting from the Unavoidable Delay and/or Unavoidable Cost Escalation. Owner shall review the proposed Change Order submitted by Construction Manager and respond to it within fourteen (14) calendar days. The parties will attempt to reach a mutually acceptable agreement on a Change Order reflecting the impact of the Unavoidable Delay and/or Unavoidable Cost Escalation. If the parties reach agreement on a Change Order, they will execute the Change Order in accordance with the Contract Documents. If Owner and Construction Manager cannot reach agreement on a Change Order, they shall thereafter have twenty-one (21) calendar days within which to assert a Claim under A201 Article 15. While that Claim is being resolved, at Owner's written election, Construction Manager shall proceed with Work on a time and materials, plus fee, basis, and Owner shall make payments to Construction Manager in accordance with the Contract Documents.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

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ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications :
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Amend Park Recreation Campus Project Manual

Section	Title	Date	Pages
N/A	Amend Park Recreation Campus 100% Construction Bid Package #1 – Ditch, PEMB, Piers – Volume 1 of 1	2/21/2025	205

§ A.3.1.3 The following Drawings :
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
24194	Amend Park Recreation Campus – Irrigation Ditch, by A&E Design, 29 pages	2/21/2025

§ A.3.1.4 The Sustainability Plan , if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Winter Conditions	$150,000
Temporary Fencing	$39,600

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

GMP includes the preconstruction fee for the Pre-Engineered Metal Building Supplier/Erector selected from submissions from the Request for Qualifications and Proposals. N/A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

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Addendum #1, dated 3/4/25, 127 pages
Addendum #2, dated 3/6/2025, 6 pages
Addendum #3, dated 3/12/2025, 7 pages

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Delegated Design and installation of Rammed Aggregate Piers as selected by bids for Package 2A – Deep Foundations by Specialty Foundations Systems
Complete installation of Site Work to included ditch relocation, grading, paving, exterior concrete, utilities, building excavation & backfill, existing irrigation repair as selected by bids for Package 2B – Site Work & Ditch Relocation by Weave Construction.
Preconstruction and Delegated Design for Pre-Engineered Metal Building supply as selected by Requests for Qualifications & Proposal for Package 5A – Pre-Engineered Metal Building Supply & Erection by TrueNorth Steel.
Subcontractors and suppliers as necessary to complete the bid scope in Bid Package #1.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
	Brad Sinclair President – Eastern District Langlas & Associates, Inc.
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:03:53 MT on 03/21/2025.

PAGE 1

This Amendment dated the 20th day of March in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor (as modified) where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of February in the year 2025 (the "Agreement")

...

(Name and address or ~~location)~~location)

...

Amend Park Recreation Campus – Courts
5101 King Ave E, Billings, MT 59101

...

City of Billings
210 North 27th St
Billings, MT 59101
P.O. Box 1178
Billings, MT 59103

...

Langlas & Associates, Inc.
2685 Gabel Road, Billings, MT 59102

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum ~~Price.~~ Price for Bid Package #1. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Eight Hundred Ninety Four Thousand Seven Hundred Sixty Eight Dollars and Eighty One Cents ($ 3,894,768.81.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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User Notes: (3B9ADA4E)

...

(Provide itemized statement below or reference an ~~attachment.)~~attachment .)

...

See Exhibit A1 – Bid Package #1 – GMP Summary, dated 3/18/25, 1 page

...

§ A.1.1.5.1 ~~Alternates,~~ Alternates , if any, included in the Guaranteed Maximum Price:

...

N/A

...

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the ~~Agreement.~~Agreement .

...

Alternate #1 – Sand Blasted Concrete Sidewalks	$11,429.22	Accepted by June 16th, 2025

...

Rammed Aggregate Pier - Added Pier	Each	$504.00
Rammed Aggregate Pier – Deducted Pier	Each	$312.00
Rammed Aggregate Pier – Casing Mobilization	Each	$5,897.00
Rammed Aggregate Pier – Casing per Pier	Each	$161.00
Rammed Aggregate Pier – Remobilization	Each	$5,361.00

.

...

§ A.2.1 The date of commencement of the Work shall ~~be:~~be :

...

[X] Established as follows:

...

3/31/2025

PAGE 3

[X] By the following date: 6/11/2026

...

N/A

...

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§ A.2.3.2.a If Construction Manager is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of Owner or Architect, of an employee or consultant of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with the Contract Documents or other causes beyond Construction Manager's control; (4) by delay authorized by Owner pending mediation and binding dispute resolution; or (5) by other causes that Construction Manager asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, and the Contract Sum shall be adjusted in accordance with the Contract Documents. An event beyond Construction Manager's control for which it shall be entitled to additional Contract Time and Contract Sum specifically includes delays and increased costs that may result from or arise out of a pandemic (such as the COVID-19 pandemic), including but not limited to, availability of labor, disruptions in supply chains, availability of materials, restrictions on worksites and unforeseen changes in work flow, and increased costs due to administration, monitoring, and accommodations for jobsite safety. The delays discussed in this provision shall be referred to as "Unavoidable Delay", and the cost increases discussed in this provision shall be referred to as "Unavoidable Cost Escalation". Unavoidable Delays and Unavoidable Cost Escalations may not include delays or cost increases that could reasonably have been foreseen by Construction Manager at the time of the execution of this GMP Amendment, Exhibit A.

...

§ A.2.3.2.b If Construction Manager determines that an Unavoidable Delay and/or Unavoidable Cost Escalation has or is about to occur, it shall provide Owner with written notice of the same and provide a reasonably accurate assessment of the impacts, if any, caused by the Unavoidable Delay and/or Unavoidable Cost Escalation. As soon as is reasonably practicable but not later than fourteen (14) calendar days following the Construction Manager's discovery of the Unavoidable Delay and/or Unavoidable Cost Escalation, Construction Manager shall provide to Owner a proposed Change Order reflecting the impact on the Contract Time and Contract Sum resulting from the Unavoidable Delay and/or Unavoidable Cost Escalation. Owner shall review the proposed Change Order submitted by Construction Manager and respond to it within fourteen (14) calendar days. The parties will attempt to reach a mutually acceptable agreement on a Change Order reflecting the impact of the Unavoidable Delay and/or Unavoidable Cost Escalation. If the parties reach agreement on a Change Order, they will execute the Change Order in accordance with the Contract Documents. If Owner and Construction Manager cannot reach agreement on a Change Order, they shall thereafter have twenty-one (21) calendar days within which to assert a Claim under A201 Article 15. While that Claim is being resolved, at Owner's written election, Construction Manager shall proceed with Work on a time and materials, plus fee, basis, and Owner shall make payments to Construction Manager in accordance with the Contract Documents.

PAGE 4

N/A

...

§ A.3.1.2 The following ~~Specifications:~~Specifications :

...

Amend Park Recreation Campus Project Manual

...

N/A	Amend Park Recreation Campus 100% Construction Bid Package #1 – Ditch, PEMB, Piers – Volume 1 of 1	2/21/2025	205

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§ A.3.1.3 The following ~~Drawings:~~Drawings :

...

24194	Amend Park Recreation Campus – Irrigation Ditch, by A&E Design, 29 pages	2/21/2025

...

§ A.3.1.4 The Sustainability ~~Plan,~~ Plan , if any:

...

N/A

...

Winter Conditions	$150,000
Temporary Fencing	$39,600

...

GMP includes the preconstruction fee for the Pre-Engineered Metal Building Supplier/Erector selected from submissions from the Request for Qualifications and Proposals. N/A

PAGE 5

Addendum #1, dated 3/4/25, 127 pages
Addendum #2, dated 3/6/2025, 6 pages
Addendum #3, dated 3/12/2025, 7 pages

...

Delegated Design and installation of Rammed Aggregate Piers as selected by bids for Package 2A – Deep Foundations by Specialty Foundations Systems
Complete installation of Site Work to included ditch relocation, grading, paving, exterior concrete, utilities, building excavation & backfill, existing irrigation repair as selected by bids for Package 2B – Site Work & Ditch Relocation by Weave Construction.
Preconstruction and Delegated Design for Pre-Engineered Metal Building supply as selected by Requests for Qualifications & Proposal for Package 5A – Pre-Engineered Metal Building Supply & Erection by TrueNorth Steel.
Subcontractors and suppliers as necessary to complete the bid scope in Bid Package #1.

...

Brad Sinclair President – Eastern District
Langlas & Associates, Inc.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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Langlas & Associates
GENERAL CONTRACTORS

Amend Park Recreation Campus
Bid Packages
GMP Summary

Exhibit A1

Bid Package No.	Description	Apparent Low Bid	Apparent Low Bidder	Alternate #1 Sand Blasted Concrete	Comments
Bid Package #1	**March 18, 2025**				
2A	Deep Foundations	$ 79,750.00	Specialty Foundation Systems	$ -	
2B	Sitework & Ditch Relocation	$ 2,756,833.00	Weave Construction	$ 10,660.00	
5A	Pre-Engineered Metal Building Supply & Erection	$ 43,567.00	True North Steel	$ -	Includes precon fee, detailing, & eng only
	Subtotal Bid Package #1	**$ 2,880,150.00**		**$ 10,660.00**	
	Subtotal ALL Bid Packages	**$ 2,880,150.00**		**$ 10,660.00**	
	ALLOWANCES				
	Winter Conditions & Temporary Heat	$ 150,000.00			
	Temporary Fencing	$ 39,600.00			
	Subtotal of Allowances	**$ 189,600.00**			
				ADD	
	GENERAL CONDITIONS & FEES			**Alternate #1**	
	General Conditions (includes Pre-Construction Fee)	$ 562,890.00		$ -	
	General Liability Insurance - .75%	$ 27,244.80		$ 79.95	
	Construction Manager Fee - 2.75%	$ 100,646.83		$ 295.35	
	Payment & Performance Bond - .55%	$ 20,797.31		$ 61.03	
	Builder's Risk Insurance	By Owner		By Owner	
	Subtotal of GC's & Fees	**$ 711,578.94**		**$436.33**	
	Project Total	**$ 3,781,328.94**		**$ 11,096.33**	
	CONTINGENCY & VE				
	Value Engineering Options	$ -		$ -	
	Total Project Contingency - 3%	$ 113,439.87		$ 332.89	
	Subtotal of Contingency & VE	**$ 113,439.87**		**$ 332.89**	
	GMP Project Total with Contingency	**$ 3,894,768.81**		**$ 11,429.22**	**Alternate Total with Contigency**

City Council Regular

Date:	03/24/2025
Title:	Zone Change 1060 - 2025 Text Housekeeping Amendments - Public Hearing and 1st reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

The Zoning Commission is forwarding a recommendation of approval for all four ordinances included in Zone Change 1060, the amendments to the zoning regulations to update and improve the city's zoning code.

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

In 2021, the City adopted an entirely new zoning code. As part of that process, the Planning Division agreed to monitor and update the code as errors or adjustments were needed to ensure the new code fit in with the city's development policies and practices. These amendments are intended to conclude the adjustment period for the new code. This does not mean monitoring of the code implementation and application is not ongoing and as issues arise staff will bring them to Council over time. The Planning staff reviewed these amendments with the Zoning Commission on December 3, 2024, and the board agreed to initiate these amendments. The Planning staff refined the drafts and brought them to a City Council Work Session on January 21, 2025. The Council agreed with most of the proposed amendments but directed staff to do additional research on the shipping container use issue. Staff completed this research and has concluded that the amendment related to shipping containers is not yet ready for consideration.

The proposed amendments are divided into four separate ordinances to ensure each one addresses only one topic.

1. A general cleanup ordinance that will correct cross-reference errors, numerical mistakes and ensure consistency within the code.
2. An amendment to Section 27-309, Table 27-1000.1, Sec. 27-1003, and 27-1803 related to the definition of a manufactured home. Legislative changes in 2023 require an update to remain in compliance with state law.
3. An amendment to Section 27-1704 to create clarity in options for enforcement of violations of the zoning code.
4. An amendment to Table 27-1000.1 to allow vehicle sales as a special review use within the Corridor Mixed Use 1 (CMU1) zone district.

GENERAL ORDINANCE CLEANUP

The proposed amendments include cross-reference errors and numerical errors as well as a few additions that will keep the code consistent. One of those consistency issues relates to height exceptions for structures that are not occupied, such as flagpoles, chimneys and similar. The height exceptions for these structures were included in the previous zoning code, but when the update was written over the three years of Project ReCode, the height exceptions were only included in the Public Zone District (Section 27-500). The amendment will place similar height exception language in the neighborhood, mixed-use, commercial, and industrial zone district sections. A second part of the clean-up is to remove the block design standards from the Planned Neighborhood Development process section. The block and street design standards have recently been adopted by City Council into the subdivision regulations where other neighborhood design standards are also addressed. These standards in zoning are no longer necessary. A third change in the general cleanup is the expansion of the list of allowed uses in the Public 1 zone district for parks and recreation. The list is an exclusive list so expanding the possibility of uses is required by ordinance amendment. Many of the added uses are already uses in the city's parks and public lands. Expansion of the allowed uses in the code will make the Public 1 zone district more predictable.

MANUFACTURED HOMES

During the 2023 legislative session, language in the authority section for municipal zoning was changed to exclude references to "build dates" of manufactured homes as well as any references to design or building materials. The city must update its code to come into conformance with state law. The amendment removes any reference to the type of manufactured home that may be allowed in the Residential Manufacture Home zoning district. All manufactured homes built to the HUD code requirements (in place since June 1976) may be allowed in those RMH zone districts. Manufactured dwellings built before the HUD code do not need to be allowed in any zone district in the city. The state

and city codes define these dwellings as "mobile homes" or "house trailers". These are not allowed in any of the city's RMH zone districts. There may be existing mobile homes (built before June 1976) that are located in the city limits. These dwellings were not intended to have a long life-span, especially given the harsh climate in Billings. Many of these older dwellings have been replaced, or will be replaced, with HUD-code-compliant manufactured homes, site-built homes or even modular-built dwellings set on permanent foundations. Modular-built dwellings must meet the same code as a site-built dwelling.

ENFORCEMENT AND VIOLATIONS

The City's Code Enforcement Division is responsible for resolving zoning code violations. The enforcement section of the zoning has some confusing language and unpredictable penalties for zoning violations. The proposed amendment is intended to clarify the language and be more specific on what penalties or cites may be issued for violations of codes. The Planning staff worked with the Code Enforcement Division and the City Attorney's office to craft language for this amendment.

SPECIAL REVIEW FOR VEHICLE SALES IN CMU1 DISTRICTS

The Zoning Commission recently reviewed a proposed zone change for property in the 2100 block of Grand Avenue to allow a car sales lot to be located on the property. The CMU1 zone district does not allow vehicle sales, so a zone change to CMU2 was required to allow the use. The Zoning Commission agreed with the applicant that a car sales lot might be appropriate at the location, but many other uses allowed by right in the CMU2 zone would not be compatible. The Zoning Commission thought an amendment to allow a special review of vehicle sales in the CMU1 zone would be a good solution for this proposal and overall, throughout the city. A special review is not an allowed use of property and the applicant has the burden of proving the use is compatible at a particular location and the specific surrounding uses. This amendment would allow vehicle sales by special review in the CMU1 zone district.

STAKEHOLDERS

The planning staff sent out drafts of the zoning amendment to the Home Builders Association, the Billings Area Realtors and several builders, developers and professional consultant firms. A legal ad was published, and the information was posted on the Planning Division's website. No concerns or comments have been shared with the planning staff as of the writing of this report.

City Zoning Commission public hearing March 4, 2025

The City Zoning Commission conducted a public hearing on March 4, 2025, and reviewed the draft amendments with staff. In response to questions from staff, clarification of the amendment for the height exception was explained that commercial wireless facilities and amateur radio towers are not included in the amendment. Other sections of the zoning code do regulate the height and location of those types of antennae. No other testimony was received. The Commission had no further questions about the amendments.

The Chair closed the public hearing and asked for a motion on the proposed amendments. Commission member David Goss made a motion to recommend approval of all four ordinances amending the zoning regulations and adoption of the findings of the ten review criteria. The motion was seconded by Commission member Beau Mulvaney and approved on a 3-0 vote. Commission members Megorden and McCall were absent from the meeting.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria as recommended by the Zoning Commission for all the text amendments as proposed; or
- Approve and adopt the findings of the ten review criteria as recommended by the Zoning Commission with changes to the proposed text amendments; or
- Approve some of the proposed text amendments; or
- Deny and adopt different findings of the ten review criteria for one or more of the text amendments; or
- Delay action on one or more of the text amendments to a future City Council meeting.

It is important to note that if the City Council does not approve the changes to the Residential Manufactured Home zone districts, the city will be out of compliance with state law and could be challenged.

FISCAL EFFECTS

Approval of some or all of the text amendments to the zoning regulations will have a financial impact on the City Clerk's or Planning Division's budget. The city contracts with Municode to incorporate changes to the city's code to ensure consistency and accuracy. Municode charges for the city for this service. City Administration has historically distributed these costs to departments and divisions based on the codes amended. However, changes to the City code do not just benefit or affect the Planning Division, or any other Department. The entire community is affected by

City code changes and so the cost of updating the City code should be covered by the General Fund which distributes the cost across all users of City services.

SUMMARY

Prior to making a decision the City Council shall consider the following proposed findings as recommended by the City Zoning Commission:

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

The proposed minor amendments are consistent with 2016 Growth Policy and the Project ReCode Guiding Principles:

2016 Growth Policy:

- Essential Investments (relating public and private expenditures to public values)
- Place Making (Enhance, maintain, preserve, and improve existing public places)
- Community Fabric (attractive, aesthetically pleasing, uniquely Billings)
- Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods)
- Home Base (healthy, safe and diverse housing options)
- Mobility and Access (transportation choices in places where goods and services are accessible to all)
- Prosperity (promoting equal opportunity and economic advancement)

Project ReCode Steering Committee Guiding Principles (2019):

- CLARIFY AND SIMPLIFY - All new regulations will be written in Plain English to maximize readers' ability to find what they need, understand what they find, and use what they find to meet their needs.
- REGULATE WHAT MATTERS - The regulations will have a clear alignment with community goals today while allowing for changing goals in the future.
- PRESERVE AND PROTECT THE RIGHTS OF OWNERS AND RESIDENTS - The regulations will recognize and incorporate clear and well-defined processes that uphold property rights and access to housing choices.
- PREVENT CONFLICTS - The regulations will be internally consistent and will not create direct or un-reconcilable conflicts.
- OPTIONS AND CONTEXT - The regulations will provide a range of site development options with clear criteria and guidelines for allowing alternatives to future development as well as changes to existing neighborhoods as the community's goals change.
- MAINTAIN WHAT WE CARE ABOUT - The regulations will encourage the stability of existing neighborhoods while allowing for changes over time.
- FILL THE VOID -- The regulations will consider and include land uses and combinations of land uses that have been overlooked or not considered in the current code and methods for accommodating new use options.
- PROSPERITY -- The regulations will serve to support the community's need and desire to remain regionally competitive in the recruitment of businesses, expansion of existing business, and private investment in the economy, all to promote job creation.

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

A finding for this criteria is not relevant in the context of adjustments to the code.

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

Public health and safety will be promoted through the text amendments. Amending the local code to align with the state law requirements will promote regularity in the application of law. This promotes public health, safety and general welfare.

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

A finding for this criteria is not relevant in the context of adjustments to the code.

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

A finding for this criteria is not relevant in the context of adjustments to the code.

6. Will the new zoning effect motorized and non-motorized transportation?

A finding for this criteria is not relevant in the context of adjustments to the code.

7. Will the new zoning will promote compatible urban growth?
The zoning amendment promotes compatible urban growth in the areas of the City by correcting errors in the adopted code.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
A finding for this criteria is not relevant in the context of adjustments to the code.

9. Will the new zoning conserve the value of buildings?
A finding for this criteria is not relevant in the context of adjustments to the code.

10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
A finding for this criteria is not relevant in the context of adjustments to the code.

Attachments

General Cleanup Ordinance
Manufactured Home Ordinance
Enforcement and Violations Ordinance
SR for Vehicle Sales in CMU1 Ordinance

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTIONS 27-300, 27-400, 27-500, 27-600, 27-800, 27-900, 27-1000, and 27-1800, BE AMENDED TO CORRECT ERRORS, CROSS REFERENCES, OMMISSIONS AND TO AMEND AND PROVIDE CLARIFICATION OF THE REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27- 1502, BMCC,* provide for amendment to the text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed corrections and clarifications to the zoning regulations that pertain to all the real property within the City of Billings. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** Section 27-300 - Neighborhood Districts, Section 27-400 – Commercial and Mixed-Use Districts, Section 27-500 – Public Districts, Section 27-600 – Industrial Districts, Section 27-800 – Planned Neighborhood Developments, Section 27-900 – EBURD Districts, Section 27-1000 – Uses and Use Standards, and Section 27-1800 – Definitions and Measurements, have been found to contain errors and concordance issues unrelated to the substance of the zoning regulations. Correction of these errors and concordance issues through an ordinance will make the regulations clearer and provide for accurate administration of the code.

Section 3. **ZONE REGULATION CORRECTIONS AND AMENDMENTS**

a. Section 27-302.E is amended as follows:

Sec. 27-302. - District descriptions.

Neighborhood districts are primarily intended to allow a mix of residential uses within appropriately scaled buildings to maintain and promote the desired physical character of neighborhoods within the city.

……

E. NX2: Mixed residential 2. The NX2 district is intended for small- and mid-scale multiple-family homes with ~~three (3)~~ two (2) to eight (8) units, in small neighborhood nodes. The buildings are oriented to the streets in walkable blocks with doors and windows on front facades and parking/garages located behind the buildings.

b. Section 27-303.F is amended as follows:

Sec. 27-303. - Regulations applicable to all neighborhood districts.

All buildings must comply with the general regulations and the specific regulations per each district, unless otherwise expressly stated in this zoning code. See article 27-1500,

Nonconformities, for existing buildings that do not fully conform to the district regulations.

……

F. Exceptions and exemptions. The following exceptions and exemptions may apply to the district site and structure regulations. Use specific standards in article 27-1000 are still applicable.

……..

4. Maximum height exceptions.

(a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.

(b) Buildings permitted in neighborhood districts may exceed the height limitations of the district through an approved application for Administrative Relief (Sec. 27-1614) or through a Variance (Section 27-1627) for increases greater than allowed by administrative relief.

c. Section 27-403.F is amended as follows:

Sec. 27-403. - Regulations applicable to all commercial and mixed-use districts. All buildings must comply with the general regulations of this section and the specific regulations per each district, unless otherwise expressly stated in this chapter.

……

F. Exceptions and exemptions. The following exceptions and exemptions may apply to the district site and structure regulations. Use specific standards in article 27-1000 are still applicable.

……

4. Maximum height exceptions.

(a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.

(b) Buildings permitted in commercial and mixed-use districts may exceed the height limitation of the district through an approved application for Administrative Relief (Sec. 27-1614) or through a Variance (Sec. 27-1627) for increases greater than allowed through administrative relief.

d. Section 27-504.B.2 is amended as follows:

Sec. 27-504. - P2: Public, civic, and institutional; P3: Civic campus, P3: Medical campus; and P3: Educational campus.

The following site and structure regulations apply to any lot in a P2 or P3 district:

……

B. Site dimensional standards. Development along exterior lot lines that face, are adjacent to, or within one hundred fifty (150) feet of different zone districts (i.e., not P2 or P3) shall comply with the following exterior dimensional standards, as further described below the table:

……

2. Maximum height exceptions. The height limitations in Table 27-500.1 may be exceeded as follows:

(a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water

towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.
(b) ~~Structures~~ Buildings permitted in P2 or P3 districts may exceed the height limitations of the district if the minimum depth of the front, side and rear yard setbacks are increased two (2) feet for every one foot by which the ~~structure~~ building exceeds the height limitation of the district. This allowed height shall not exceed two (2) times the allowed height in the zoning district in which it is located except by approved variance.

e. Section 27-602 is amended as follows:

Sec. 27-602. - Regulations applicable to all industrial districts.

All buildings must comply with the general regulations and the specific regulations per each district, unless otherwise expressly stated in this code.

……

I. Maximum height exceptions. The height limitations in Table 27-600.1 may be exceeded as follows:
(a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.
(b) Buildings permitted in I1 or I2 districts may exceed the height limitations of the district through an approved application for Administrative Relief (Sec. 27-1614) or through a Variance (Sec. 27-1627) for increases greater than allowed through administrative relief.

f. Section 27-804 is amended as follows:

Sec. 27-804. - Blocks.

Each development shall contribute to an interconnected system of streets and blocks as required by the city subdivision regulations. ~~in addition to the following requirements.~~
~~Streets shall be located to result in the following block regulations.~~

~~A. Maximum block face length.~~

~~1. For CMU districts, the maximum block face length between street intersections shall be no more than six hundred sixty (660) feet in length.~~
~~2. For all districts other than CMU, maximum block face length shall be no more than eight hundred (800) feet.~~

~~B. Maximum block perimeter. The maximum perimeter of any block shall be two thousand two hundred (2,200) feet.~~
~~C. Connectivity.~~

~~1. Streets shall connect and continue existing or planned streets from adjoining areas.~~
~~2. Block faces at the maximum length above require pedestrian access at mid- block points to ensure walkability. Pedestrian access or walkways may be incorporated as a dedicated alley or as an easement between lots.~~

g. Section 27-905 – Table 27-900-13 is amended as follows:

F. Side and rear buffer requirements (Refer to Figure 27-905(3)).

Table 27-900-13. Side and Rear Buffer.

A. Intent & Applicability		
Intent	To minimize the impact that one building may have on a neighboring district and to provide a transition between districts	
General	Applies to all directly adjoining properties as outlined in Table ~~**905.B.**~~[1] **27-900-14**[1]	
B. Required Landscape Screen		
Size	5' landscape screen in addition to any other buffer landscaping	1
Location	Directly adjacent to the Rear or Side Lot line per ~~**Table 27-905.A**~~ **Fig. 27-905.3**	
Hedge	Continuous double row of shrubs required between shade trees	2
Hedge Composition	Double row of individual shrubs with a minimum width of 24", spaced no more than 36" on center; Mature height in one year of 24"	
Hedge Frequency	Minimum of 15 shrubs per 100' of Lot line is required	
Shade Trees	At least 1 medium or large shade tree per every 40' within the buffer	3
Uses and Materials	Uses and materials other than those indicated are prohibited within the buffer	
Existing Vegetation	May be credited toward buffer area	
C. Required Fence		4
Permitted Materials	Steel or painted, matte finish PVC for semi-opaque; Wood or masonry for opaque. Chain link not permitted.	
Minimum Height	6'	
Maximum Height	8'	
Colors	If steel: black, gray, or dark green	
Opacity	Option 1: Semi-Opaque 20%—60% opacity, hedge required; Option 2: Opaque fence, no hedge required	
Notes:		
[1] Zoning coordinator may reduce width of buffer, width of landscape screen, or location of landscape screen based on existing landscaping and similarity between uses.		

h. Section 27-1000 is amended as follows:

Sec. 27-1002. - Uses by district.

A. Use table. Table 27-1000.1, Permitted Primary Uses, identifies the permitted primary uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted:

.....

Section 27-1002.C – Uses by District – Table 27-1000.1 is amended as follows:

Table 27-1000.1: Permitted Primary Uses	Residential							Mixed-Use and Commercial							Indust.		EBURD					Public					
	Key: P = Permitted, PL = Location Limits in Zone District, PR - Applicable Use Restrictions, SR = Special Review																										
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	DX	CBD	CX	I1	I2	RSV MS	RSV	CW	13	IS	P1	P2	P3Civ	P3 Ed	P3 Med	Additional Standards
.....																											
Eating and Drinking Establishment																											
No Alcohol																											
Restaurant									P	P	P	P	P	P	P		P	P	P	P	P			P	P	P	27-1005.**N**
with drive-thru									SR	P	P	SR		P	P			P	P	P	P			P	P	P	**27-1005.N** ~~**27-10091008.J**~~
Beer and Wine License, On-Premises Consumption																											
Bar or Tavern										SR PR	SR PR	P	P	SR PR	P		P	P	P	P	P						27-1005.**G**
Craft Alcohol										P	P	P	P	P	P		P	P	P	P	P			P	P	P	27-1005.**K**
Restaurant									P	P	P	P	P	P	P		P	P	P	P	P			P	P	P	27-1005.**N**
All-Beverage License, On-Premises Consumption																											
Bar or Tavern										SR PR	SR PR	P	P	SR PR	P		P	P	P	P	P						27-1005.**G**
Craft Alcohol										P	P	P	P	P			P	P	P	P	P			P	P	P	27-1005.K
Restaurant									P	P	P	P	P	P	P		P	P	P	P	P			P	P	P	27-1005.N
Financial Services																											
Financial Institution								P	P	P	P	P	P	P			P	P	P	P	P			P	P	P	27-1005**.F**
with drive-thru									P	P	P	P	P	P				P	P	P	P						27-1005**.F & 27-1008.J**
Alternative Financial Services										P	P	P	P	P			P	P	P	P	P						**27-1005.F**

.....

i. Section 27-1005.C Amusement and recreation is amended as follows: Sec. 27-1005.C.2. P1 District.

(a) Amusement and recreation facilities located in P1 districts may be in either public or private ownership and may charge ~~appropriate~~ fees.

(b) P1 district uses are limited to any combination of the following:

(1) Golf courses and driving ranges.
(2) Sports fields or courts (indoor or outdoor)
(3) Aquatic facilities (indoor or outdoor)
(4) Ice Arenas (indoor or outdoor)
(5) Playgrounds and trails
(6) Picnic shelters and gazebos
(7) Community centers
(8) Gardens and orchards
(9) Nature preserves and conservation land

j. Section 27-1007.C is amended as follows:

Sec. 27-1007.C.2. (c) Pre-existing WCFs.

(1) Any WCF for which a permit has been properly issued prior to the adoption of this zoning code (February 25, 2021) and for which no changes will be made shall not be required to meet the requirements of this section.

(2) Changes and additions to pre-existing WCFs (including trading out of antennas for an equal number of antennas) shall meet applicable requirements of subsection 27-1007.C.~~5~~**4**, General requirements.

k. Section 27-1802.C is amended as follows:

Sec. 27-1802. - Measurements and associated terms.

……

C. Building height measurements and terms.

……

2. Overall building height. Refer to Figure 27-1800-5, Measuring Building Height in Stories and Stories with Floor-to-Floor Height.

……

(c) Roof types. Roof heights are measured per subsection 27-~~**1803.E**~~ **1802.E** and are additional to the allowable stories and floor-to-floor heights.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this ___ day of March 2025.

PASSED, ADOPTED and APPROVED on second reading this ___day of April 2025

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1060 – Amending Sec. 27-300, 27-400, 27-500, 27-600, 27-800, 27-900, 27-1000, and 27-1800.

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTIONS 27-309, 27-1000, and 27-1800, BE AMENDED TO CHANGE THE DEFINITION OF A MANUFACTURED HOME TO BE IN CONFORMANCE WITH MONTANA STATUTES AND PROVIDE CLARIFICATION OF THE REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27- 1502, BMCC,* provide for amendment to the text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed corrections and clarifications to the zoning regulations that pertain to all the real property within the City of Billings. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** Section 27-309 – Residential Manufactured Home (RMH District, Section 27-1002, Use Table 27-1000.1, Section 27-1003 – Standards for Residential Uses, and Section 27-1803 – Definitions and Measurements, have been found to be out of conformance with current Montana statutes regarding manufactured homes. Changes to this code will make the city code conforming and provide for accurate administration of the code.

Section 3. **ZONE REGULATION AMENDMENTS**

a. Section 27-309.C.(2 & 3) is amended as follows:

Sec. 27-309. - RMH districts.

The following site and structure regulations apply to any lot in the RMH district. Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.8, below, for regulations specific to this district. See article 27-1800 for definitions and information on how to measure the following regulations:

……

C. Supplemental regulations.

1. Open space. One of the following open space types must be provided for every three (3) acres of RMH district:

(a) Parklet. A parklet is a landscaped open space with a minimum seventy (70) percent living plant material, with at least twenty (20) feet of street frontage.

(b) Green. A green is a larger, landscaped space, with at least fifty (50) feet of street frontage.

(c) Natural area. A natural area is a large area, defined to conserve a natural feature, such as a stream, wetland or woodland. At least fifty (50) feet of street frontage is required for a natural area.

~~2. Manufactured home, Type 1. A manufactured home that was certified on or after January 1, 1990, and that satisfies each of the following additional criteria:~~

~~(a) The pitch of the home's roof has a minimum vertical rise of three (3) inches for each twelve (12)~~

~~inches of horizontal run (3:12), and the roof is finished with a type of shingle that is commonly used in standard residential construction;~~

~~(b) The exterior siding consists of wood, hardboard, aluminum or vinyl siding comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction; and~~

~~(c) A continuous, permanent perimeter foundation is installed under the home.~~

~~3. Manufactured home, Type 2. A manufactured home that does not satisfy the criteria necessary to qualify the house as a Type 1 manufactured home.~~

~~4.~~ 2. Site-built structure. A site-built structure complying with the state building code may be setback a minimum of five (5) feet from the side lot line.

b. Section 27-1000 is amended as follows:

Sec. 27-1002. - Uses by district.

A. Use table. Table 27-1000.1, Permitted Primary Uses, identifies the permitted primary uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted:

Table 27-1000.1: Permitted Primary Uses	Residential							Mixed-Use and Commercial							Indust.		EBURD					Public					
	Key: P = Permitted, PL = Location Limits in Zone District, PR - Applicable Use Restrictions, SR = Special Review																										
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	DX	CBD	CX	I1	I2	RSV MS	RSV	CW	13	IS	P1	P2	P3Civ	P3 Ed	P3 Med	Additional Standards
Manufactured Home																											
~~Type 1 (Jan 1, 1990, or newer)~~ Manufactured Homes built on or after June 15, 1976 (HUD code)							P																				~~27-1003,~~ RMH: 27-~~310~~ 309
~~Type 2 (all other)~~							~~P~~																				

c. Section 27-1003.D is amended as follows:

Sec. 27-1003. - Standards for residential uses.

~~A.~~ Manufactured homes.

1. ~~Type 1 or Type 2 m~~Manufactured homes shall not be used for any commercial use.

2. ~~Type 1 and Type 2 m~~Manufactured homes may be used as an on-premises office in connection with a manufactured home sales area.

d. Section 27-1803 is amended as follows:

M. Terms

.....

Manufactured home: (See MCA 15-1-101~~(m)~~) A home built on a non-removable steel chassis or frame. Each transportable unit of a manufactured home has a red certification label on the exterior section and is built according to the Manufactured Home Construction and Safety Standards (HUD Code). A manufactured home does not include a mobile home or house-trailer constructed before the federal Manufactured Home Construction and Safety Standards went into effect on June 15, 1976. ~~Manufactured homes are classified as Type 1, homes that were certified on or after January 1, 1990; and Type 2, homes that were certified prior to January 1, 1990.~~

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this ___ day of March 2025.

PASSED, ADOPTED and APPROVED on second reading this ___day of April 2025

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1060 – Amending Sec. 27-309, 27-1000 and 27-1803 – re: Manufactured Homes

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTION 27-1700, BE AMENDED to PROVIDE CLARIFICATION OF THE REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27- 1502, BMCC,* provide for amendment to the text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed corrections and clarifications to the zoning regulations that pertain to all the real property within the City of Billings. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** 27-1700 – Violations, Enforcement and Remedies, is in need of clarification and modification through an ordinance to make the regulations clearer and provide for accurate administration of the code.

Section 3. **ZONE REGULATION CORRECTIONS AND AMENDMENTS**

Section 27-1704.G and 27-1704.H are amended as follows:

Sec. 27-1704. - Penalties for violation.

The effective enforcement of adopted standards is necessary to accomplish their intended purpose. The city has a variety of options for the enforcement of this zoning code. Subsections G. and H. list specific enforcement remedies for specific violations of the code. The zoning coordinator may select ~~the~~ any other option for enforcement for violations not listed in subsection G. or H., which ~~in their opinion~~ is most suitable to the circumstance and violation. More than one enforcement option may be used to attain compliance with the standards of this zoning code when deemed appropriate. The remedies and enforcement powers established in this zoning code are cumulative, and the city may exercise them in any order and combination.

……

G. Criminal penalties ~~(current)~~.

1. Violations of the use provisions listed in subsections (a) through (d) ~~of this zoning code or failure to comply with any of its requirements, including violations of conditions and safeguards established in connection with the grant of variances or special review uses or any of the required conditions imposed by the review authority,is~~ may be cited as a misdemeanor and is punishable by criminal penalties as specified in subsection 1-110. Violations of use restrictions, either as a primary use or accessory use, in the following sections of the zoning code are subject to criminal penalties:

(a) Establishment of a commercial or industrial use in a residential or neighborhood zone district with the following exceptions:

i. Commercial uses that may be allowed within the N1-3, NX1-3 and RMH zones in Table 27-1000.1; or

ii. Home Occupations allowed under Sec. 27-1008.M; or

iii. Uses that may be approved through special review under Sec. 27-1623.

Uses in the category of commercial or industrial are listed within Table 27-1000.1.

(b) Establishment of an Adult Entertainment use in a zone where it is prohibited (Table 27-1000.1 and Sec. 27-1005.B).

(c) Establishment of a new Marijuana Dispensary, Cultivation, Processing, Warehousing or Transportation business in a zone where it is prohibited (Table 27-1000.1, Sec. 27-1005.R and 27-1006.F).

(d) Establishment of a new casino or bar use in a zone district where it is prohibited or where the required separation distances cannot be met (sec. 27-1005.G and 27-1005.J).

2. Each day such violation continues shall be considered to be a separate offense.

H. *Municipal infraction.*

1. Violation of this zoning code ~~is~~ may be cited for the violation into municipal court as a municipal infraction and shall be subject to civil penalties as specified in section 18-1304, ~~may be punishable by a civil penalty as provided in BMCC section 18-1300,~~ in addition to other remedies of this section. Violations of requirements in the following sections of the zoning code are subject to municipal infraction citations or other non-criminal enforcement actions:

(a) Section 27-300 – Neighborhood Districts

(b) Section 27-400 – Commercial and Mixed Use Districts

(c) Section 27-600 – Industrial Districts

(d) Section 27-900 – EBURD Districts

(e) Sections 27-1003, 27-1004, 27-1005, 27-1006, 27-1007, 17-1008 and 27-1009 – Use Standards

(f) Section 1200 – Landscaping, Buffering and Screening

(g) Section 1300 – Parking and Loading

(h) Section 27-1400 – Signs

(i) Section 27-1500 – Nonconformities

(j) Section 27-1802.H – Visibility at Intersections

(k) Section 27-1600 - Violation of conditions of approval of any permit, license, special review or variance.

Section 4. **ZONE REGULATION AMENDMENT**

Add new Section 27-1705 as follows:

Sec. 27-1705. Remedies cumulative.
The remedies provided in this article are cumulative and do not preclude any other available remedy at law or in equity.

Section 5. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 6. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 7. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this ___ day of March 2025.

PASSED, ADOPTED and APPROVED on second reading this ___day of April 2025

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1060 – Section 27-1700 amendments

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE REGULATIONS IN SECTION 27-1000 BE AMENDED TO ALLOW VEHICLE SALES AND RENTAL IN THE Corridor Mixed-Use 1 (CMU1) ZONE DISTRICTS BY SPECIAL REVIEW APPROVAL AND PROVIDE CLARIFICATION OF THE REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-302 and 27- 1502, BMCC,* provide for amendment to the text of the Zoning regulations from time to time. The City Zoning Commission and staff have reviewed the proposed corrections and clarifications to the zoning regulations that pertain to all the real property within the City of Billings. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** Section 27-1002 – Uses by District, Table 27-1000.1 shall be amended to allow vehicle sales and rental as a special review use in the Corridor Mixed Use 1 (CMU1) zone district and the clarify the Additional Standards column of the table as related to Vehicle Sales and Service, Personal

Section 3. **ZONE REGULATION CORRECTIONS AND AMENDMENTS**

Sec. 27-1002. - Uses by district.

A. Use table. Table 27-1000.1, Permitted Primary Uses, identifies the permitted primary uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted:

……

Section 27-1002.C – Uses by District – Table 27-1000.1 is amended as follows:

Table 27-1000.1: Permitted Primary Uses	Residential							Mixed-Use and Commercial							Indust.		EBURD			Public					
	Key: P = Permitted, PL = Location Limits in Zone District, PR - Applicable Use Restrictions, SR = Special Review																								
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	DX	CBD	CX	I1	I2	RSV MS	RSV	CW	13	IS	P1	P2	P3Civ	P3 Ed	P3 Med	Additional Standards
Vehicle Sales and Service, Personal																											
Car Wash										SR	P			P	P	P			P	P	P						27-1005.**Q**
Vehicle Sales and Rental										**SR**	P	P	SR	P	P	P		P	P	P	P						
Outdoor Sales Lot											PR	SR	SR	P	P	P		PR	P	P	P						27-1005.M 27-1008.P
Vehicle Maintenance and Repair, Minor (5,000 SF or less)										P	P	P	SR	P	P	P		P	P	P	P						
Vehicle Maintenance and Repair, Major (>5,000 SF)											SR			P	P	P			P	P	P						
Vehicle Service Station										PR	PR	PR	PR	P	P	P		PR	PR	PR	PR			P	P	P	27-1005.**Q**
with Convenience Store									SR	PR	PR	PR	PR	P	P	P		PR	PR	PR	PR			P	P	P	27-1005.**Q**

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this ___ day of March 2025.

PASSED, ADOPTED and APPROVED on second reading this ___day of April 2025

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1060 – Amending Table 27-1000.1 to all vehicle sales in CMU1 districts by special review approval

City Council Regular

Date:	03/24/2025
Title:	Zone Change 1062 - Missions United - Public 2 to Public 3 - Medical Campus - Public Hearing 1st Reading
Presented by:	Tate Johnson, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00021

RECOMMENDATION

The Zoning Commission is recommending approval of Zone Change 1062 and adoption of the findings of the 10 review criteria.

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

This is a zone change request from Public 2 (Public, Civic, and Institutional) to Public 3 (Medical Campus) for an 11.868-acre parcel of land, legally described as Lots 1C, 1D, and 1E of Block 3, High Sierra Subdivision 2nd Filing. The property is generally located at the southwest corner of Sierra Granda Blvd and High Sierra Blvd. In 2006, the entirety of Lot 1 of Block 3 underwent a special review process to permit the development of a church and senior retirement campus. The special review was approved, and the property was subsequently developed into the existing church and senior living campus.

The proposed zoning change aims to unify the parcels into a cohesive campus for Missions United. Currently, Lot 1C houses the St. Johns United Wyndstone Senior Living Campus. The existing Public 2 (P2) zoning limits the number of principal structures to two. The proposed zoning of the Public 3 (P3) campus allows any number of principal structures. This zoning change will facilitate the expansion of the Wyndstone Senior Living Campus.

Before the code update in 2021, the city only had one zoning district for parks, schools, churches, airports, landfills or public and institutional uses. This zone - Public - was expanded into three separate public zone districts to make the potential uses more predictable for surrounding property owners. For example, now most churches and schools are in the Public 2 (P2) zoning district and campuses such as MSUB, and the hospital area are in Public 3 (P3 - Campus - Education, Medical, or Civic).

Public zoned land can either be publicly owned or privately owned. The proposed P3 zoning for the 11.868 acres is adjacent to an existing P2 zoned parcel (Lots 1A and 1B), where Atonement Lutheran Church is located. This existing church area will stay in the P2 zone district.

Traffic volume on High Sierra Boulevard just north of Wicks Lane is approximately 2,320 vehicle trips per day, while Wicks Lane at Fantan Street experiences about 5,480 vehicle trips per day. These traffic counts are based on a three-year rolling average, taken during off-school times, and do not account for peak hours or special events. The proposed development of a senior living campus typically generates significantly less traffic than other types of residential developments. Unlike traditional single-family or multifamily homes, senior living facilities generally produce fewer vehicle trips, primarily due to residents' lower reliance on personal vehicles. Additionally, senior living residents typically have lower vehicle ownership rates and make fewer trips, especially during peak traffic hours. The majority of traffic associated with these developments consists of visitors, staff, and service vehicles, rather than daily community or school-related trips, resulting in a less intense traffic pattern. This parcel is located near well-established trails and bicycle networks. On Wicks Lane, extending from Lake Elmo Drive to Gleneagles Boulevard, features both bike lanes and sidewalks. At the intersection of Wicks Lane and Gleaneagles Boulevard, a multi-use trail to the west begins, offering an easy connection all the way to Skyline Drive trail. Additionally, in the immediate area, bike lanes and sidewalks are available along Fantan Street, extending from Wicks Lane to Siesta Avenue, which in turn connects to the bike lanes and sidewalks on High Sierra Boulevard.

The proposed Wyndstone senior living campus expansion seeks to provide additional residential units and amenities, ensuring a higher quality of life for its senior residents. This project will include the construction of multi-unit residential buildings, a clubhouse, and supporting infrastructure. As the demand for senior facilities grows in the city, this development is designed to accommodate an increasing number of residents while maintaining accessibility. The development proposes a mix of four-unit residential buildings and a twelve-unit residential building, providing a variety

of living options to meet the diverse needs of the senior residents. Additionally, improvements such as a ten-foot asphalt trail will enhance walkability and outdoor recreation opportunities. The proposed zone change will allow for higher-density senior housing while ensuring compatibility with the surrounding area.

APPLICATION DATA

OWNER: Missons United Inc.
AGENT: Performance Engineering, Taylor Kasperick
LEGAL DESCRIPTION: HIGH SIERRA SUBD 2ND FILING, S17, T01 N, R26 E, BLOCK 3, Lot 1C, 1D and 1E
ADDRESS: SW corner of Sierra Granda Blvd and High Sierra Blvd
CURRENT ZONING: Public 2 - Public, civic, and institutions (P2)
PROPOSED ZONING: Public 3 - Medical Campus (P3)
EXISTING LAND USE: Retirement Home and Vacant Land
PROPOSED LAND USE: Retirement Home Campus
SIZE OF PARCEL(S): 11.868 acres

SURROUNDING LAND USE & ZONING

NORTH: Suburban Neighborhood (N3) - Single family residential dwellings in High Sierra Subdivision
SOUTH: Public 2 (P2) and Suburban Neighborhood (N3) - Vacant land and single family residential dwellings in High Sierra Subdivision
EAST: Public 2 (P2) - Atonement Lutheran Church
WEST: Suburban Neighborhood (N3) - Single family residential dwellings in High Sierra Subdivision

The Planning staff reviewed the application and drafted findings for the 10 review criteria for the zone change. The staff recommended approval based on the draft findings. The Zoning Commission concurred with Planning staff's recommendation. The request for a Public 3 zone is supported by the goals of the 2016 Growth Policy, which emphasizes strategic growth and a diverse housing supply. One of the key goals of the Growth Policy, essential investments, aims to promote infill development and development utilizing existing City infrastructure.

By developing an underutilized parcel and tying into existing water and sewer infrastructure, this project supports efficient land use and helps to reduce urban sprawl. Additionally, the development is consistent with the strong neighborhood goal, which promotes a diverse mix of housing types to serve residents of all ages and income levels. By integrating senior housing within an established neighborhood, it allows older residents to downsize while remaining in their community, fostering a sense of stability and belonging. Furthermore, this development advances the home base goal of the Growth Policy, by ensuring a diverse mix of housing options that accommodate the city's changing demographics. Providing much needed senior housing within a familiar, accessible environment enhances livability and inclusivity. The expansion of the Wyndstone Senior Living will strengthen the High Sierra Subdivision by introducing a thoughtfully designed, low-impact residential campus that complements the surrounding area. The zone change to Public 3 (P3) ensures that the property can support a campus-style senior living community while preserving the residential character of the neighborhood and promoting a housing solution for Billings' aging population.

STAKEHOLDERS

The applicant's agent conducted a pre-application neighborhood meeting on January 27th, 2025, at the Lake Hills Golf Course's upstairs meeting area. Five surrounding owners attended the meeting. Attendees raised several concerns about the proposed development, starting with the potential impact on property values of adjacent parcels. The agent indicated that the zone change of the subject properties should not impact property taxes of adjacent parcels. The agent stated that property taxes are based on the appraised value of a property's land and improvements, so unless the property value of the adjacent parcels were to increase, property taxes should not be affected. There were also questions regarding the type of commercial uses allowed under the proposed zoning. The agent clarified that no commercial use would be permitted unless it is specifically tied to the underlying mission or organization.

Another concern brought up by the attendees was regarding where the site would be accessed from. The agent stated how the proposed development will be accessed via a new internal access drive from Wyndstone's existing approaches off Siesta Avenue and Sierra Granda Avenue, as well as four new driveway approaches. Siesta and Sierra Granda will each get two new driveway approaches. Attendees were concerned about parking and parking lots. The agent stated that the parking is anticipated to be provided on-site in compliance with the Zoning Code requirements for off-street parking. Neighbors expressed concern regarding the prairie dogs that currently live in the area. The agent discussed outside termination, as there is not a lot of control anyone can provide as to where and when prairie dogs move. The agent responded to concerns regarding where power would come from and what it would look like for this development. The agent stated that at this time, it is undetermined where power will be placed to serve the development. The agent stated that it will likely consist of transformer pads and power boxes that are seen

on other commercial and residential developments.

Planning staff posted the zoning request sign on the property and mailed the 1/4-mile notification list of the pending zone change. In addition, the application details were published on the Planning "current zoning applications" webpage and a legal ad was published in the newspaper of record. Planning staff has received no written comments on the application as of the date of this report.

City Zoning Commission Public Hearing March 4, 2025

The Zoning Commission held its public hearing on March 4, 2025, and received the staff recommendation and testimony from the applicant's agent, Taylor Kasperick of Performance Engineering. No other testimony was received. The Commission had no other questions. The Chair closed the public hearing and asked for a motion on the application. Commission member Beau Mulvaney made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member David Goss and was approved on a 3-0 vote. Commission members Megorden and McCall were absent from the meeting.

ALTERNATIVES

The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1062 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1062; or,
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public have not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

FISCAL EFFECTS

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

SUMMARY

Prior to making a decision the City Council shall consider the following proposed findings as recommended by the City Zoning Commission:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- Essential Investments

  Infill development and development near existing City infrastructure may be the most cost effective.

This proposed senior living campus is located within the city limits and has access to existing water and sewer lines, meaning no additional infrastructure is needed. By utilizing underused parcels, the development minimizes cost for the city while addressing cost-of-service concerns. This proposed zone change supports efficient growth while ensuring that the city's resources are used wisely. Housing for seniors is in short supply.

- Strong Neighborhoods

  Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
  Implementation of the Infill Policy is important to encourage development of underutilized properties.

By expanding the existing senior living campus in this established neighborhood, the development will provide diverse housing options for older residents looking to downsize, all while contributing to the area's growth and the neighborhood's identity. The proposed zone change for a new senior living campus aligns with the Billings Infill Policy, which encourages the development of underutilized or vacant properties within existing neighborhoods. This policy supports the use of existing infrastructure while ensuring that new development complements the surrounding area and enhances the community's overall quality of life. The proposed campus will utilize existing water and sewer

mains without requiring additional city infrastructure.

- Home Base

  A mix of housing types that meet the needs of a diverse population is important

This property would allow for the development of a senior living campus in close proximity to an existing residential neighborhood, providing a housing option for an aging population in a familiar, established area. The proposed zone change will provide older residents with an opportunity to downsize while remaining in their familiar neighborhood, helping them maintain their community ties. This aligns with the Growth Policy goal of offering diverse housing options that support residents at various life stages, ensuring long-term accessibility and inclusivity within the neighborhood.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires setbacks, open and landscaped areas, and building separations. The Public 3 zoning considers the surrounding zoning for siting of buildings and building characteristics. The new zoning, as do all zoning districts, provides adequate building separations to provide security from fire and other dangers. Any new construction on the site will follow applicable building codes, engineering standards for storm water control, connection to city services and parking lot construction. All zoning requirements will be followed.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. New construction on the site will follow engineering code, building code, and zoning code requirements to ensure and promote public health, public safety and general welfare. Additionally, the project will offer an affordable senior living option within an established residential neighborhood. Its location connects easily to the nearby High Sierra Subdivision and Wicks Lane sidewalk network, encouraging walkability and non-vehicular mobility, further promoting the well-being of future residents and the community as a whole.

4. Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The new development will include the completion of Siesta Avenue, enhancing the transportation network in the area and helping to alleviate congestion on surrounding roads.
Water and Sewer: This property is located in City Limits and is required to be served by city water and sewer. There are no known negative capacity impacts related to water and sewer that are identified through any adopted studies or staff input.
Schools and Parks: Schools will not be affected by this zone change. The proposed development is a senior living campus. There will not be additional students due to this zone change. Parks will likely not be affected by the proposed zone change. The closest public park is the High Sierra Park to the southwest.
Fire and Police: The subject property is served by city and county public safety services. Development of the property, regardless of the zoning, will be served by existing police and fire services. The Police and Fire Departments had no concerns with the zone change as requirements for access, water supply, and fire codes would apply to the site and any construction on the subject property.

5. Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed zone, like all zones, requires setbacks to allow for adequate separation between structures and adequate light and air. Since the parcel is currently vacant, any new construction will be required to comply with zoning standards outlined in Section 27-500 (Public zones), as well as engineering and building code requirements. These standards are designed to maintain appropriate spacing between buildings, ensuring that the development allows for ample light, air, and overall environmental quality.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning itself will not directly impact motorized or non-motorized transportation. However, once developed, the project is expected to increase traffic volume for both motorized and non-motorized users. The proposed development includes the completion of Siesta Avenue, which will help alleviate congestion on nearby streets and improve overall traffic flow.

7. Will the new zoning promote compatible urban growth?
The proposed zoning is well-suited to the surrounding areas, aligning with adjacent and existing uses. This development will increase density within the campus, while remaining compatible with the Public 2 zoning to the west. By offering senior living options, it provides a valuable opportunity for older residents to downsize without leaving an established, walkable community. The project supports compatible urban growth by enhancing the area's housing diversity and maintaining the character of the neighborhood.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning carefully considers the character of the district and the property's suitability for the intended use. By allowing for the development of a senior living community, the project supports infill development while preserving the residential character of the area. The proposed zoning is compatible with the surrounding zoning and existing uses, ensuring that the development blends with the neighborhood. This proposed zone change respects the area's established character while meeting the growing needs for diverse housing options.

9. Will the new zoning conserve the value of buildings?
This property currently includes a senior living facility and vacant land, so the new zoning will not negatively impact the value of existing buildings on the parcel. The current use will continue to comply with the allowable uses of the Public 3 zoning district. Any new structures built as part of the development will be required to meet all relevant zoning, engineering, and building codes, ensuring that the integrity and the value of the property are maintained.

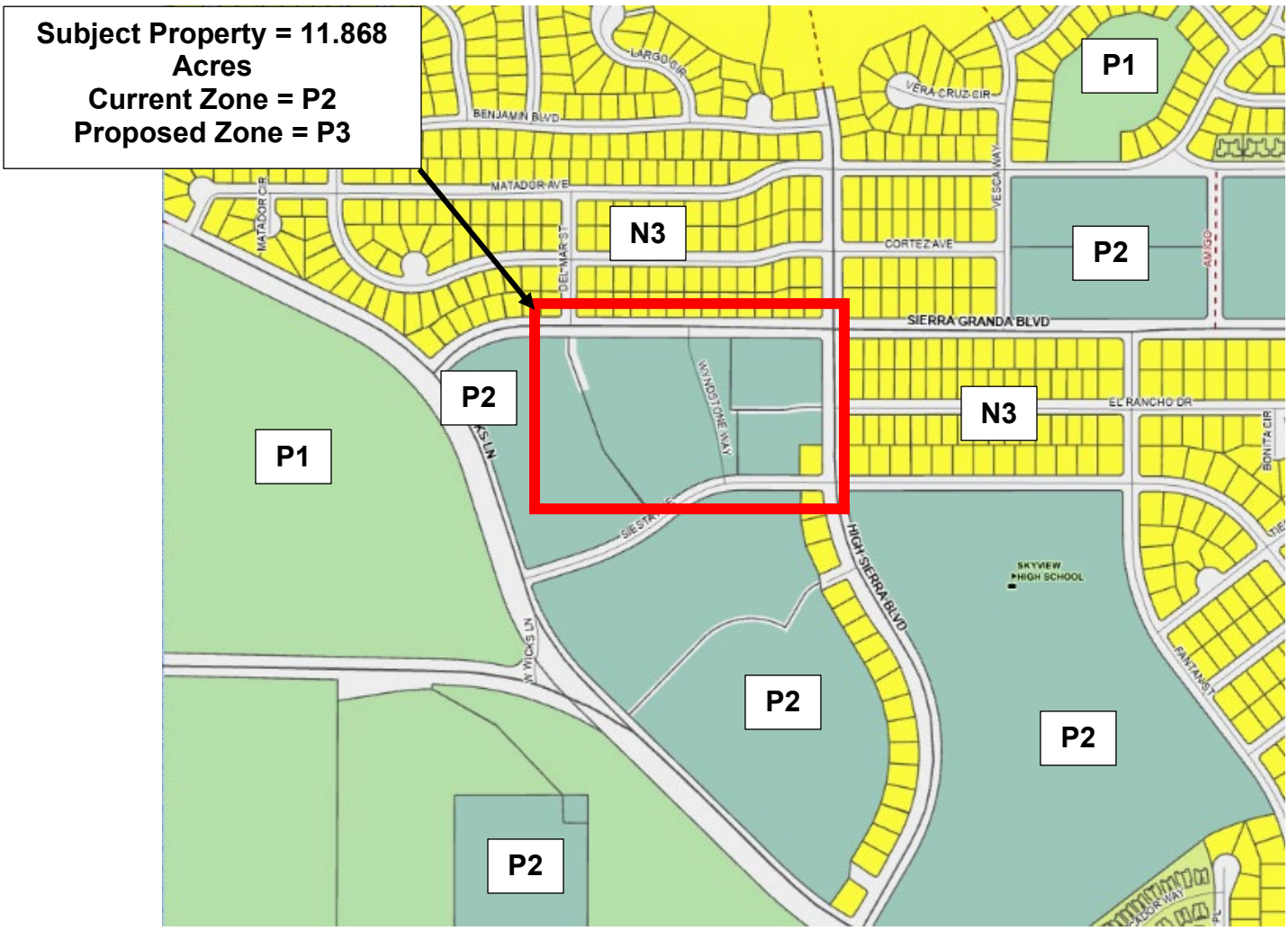
10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zone change will promote the most appropriate use of this land within Billings. By selecting the Public 3 zone, the development will accommodate a retirement village with multiple principal buildings, aligning with the city's goals for diverse housing options. The property will be developed in full compliance with the zoning regulations, ensuring that it is used efficiently and in a way that supports the community's needs while contributing to the city's overall growth.

Attachments

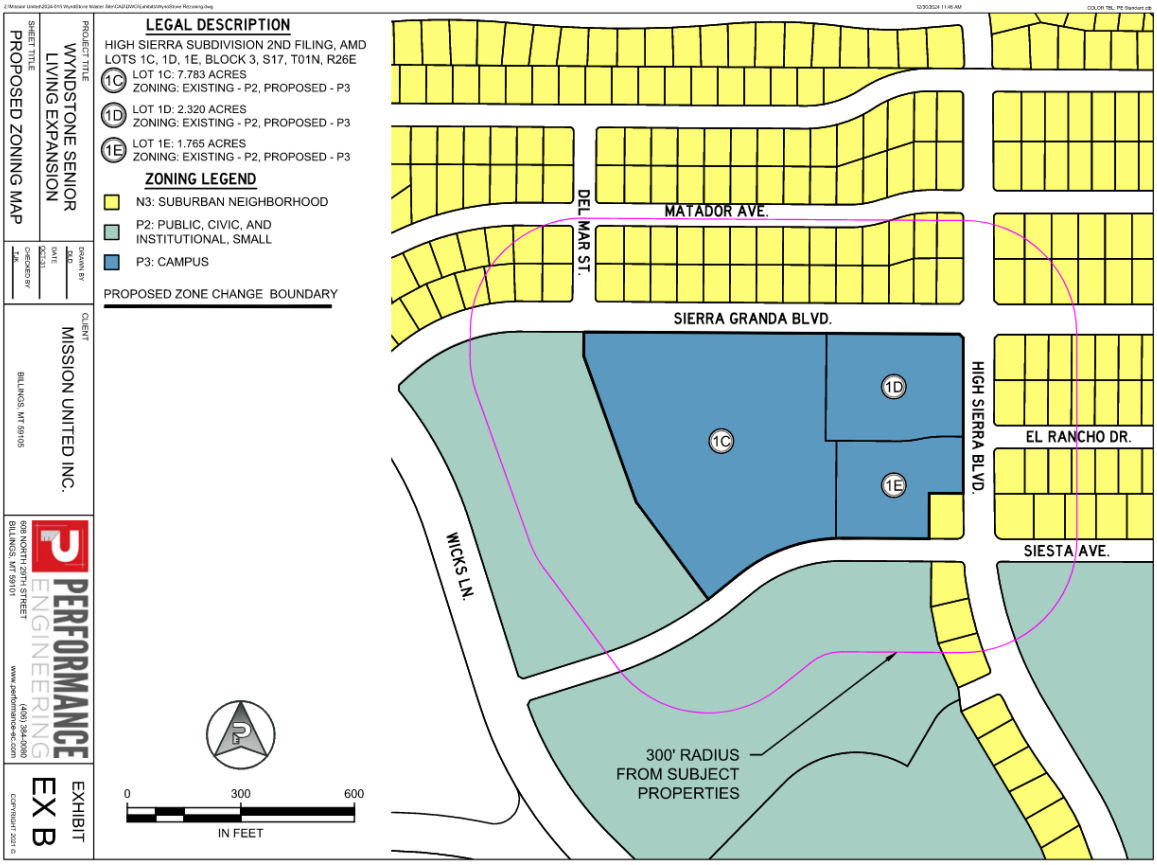
Zoning Map & Site Photos
Zoning History
Preapplication Meeting Information
Application & Applicant Letter
ZC 1062 Ordinance

City Zone Change 1062 – Missions United at Sierra Granda Blvd and High Sierra Blvd - Public 2 (P2) to Public 3 (P3) – Medical Campus on a 11.868 acre parcel of land

Zoning Map and Site Photos



Zoning Exhibit



Subject Property May 2023 Aerial

Site Photos

Subject Property

Looking NE from Sierra Granda Blvd

Looking NE from Sierra Granda Blvd

Looking west from Sierra Granda Blvd

Looking NW from Sierra Granda Blvd

Zoning History for City ZC 1062 – Missions United at Sierra Granda Blvd and High Sierra Blvd – Public 2 (P2) to Public 3 (P3) – Medical Campus

SUBJECT PROPERTY	Zone Change #	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Lot 1 Block 3 High Sierra Sub 2nd Fil	City SR 821	7/24/2006	To allow for a church and senior retirement complex in a 96 zone	Yes	Developed into a church and senior retirement complex
SURROUNDING PROPERTY	**Zone Change #**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
655 W Wicks Ln	City ZC 1042	4/13/2024	N3 to P2	Yes	To allow for a church building
3648 AJ Way	City ZC 1026	6/12/2023	A to P3	Yes	To allow for Army National Guard Campus
1775 High Sierra Blvd	City Var 1290	12/5/2018	Land Use Contrary to Zoning	Yes	To allow solar voltaic array in a side setback
Northwest corner Wicks and Picador Pl South of Skyview High School	City ZC 736	8/9/2004	R96 to R70	Yes	Developed as SFR
2 Almadin Ln	City ZC 753	2/14/2004	R70 to Public	Yes	Heights Water Pump Station
High Sierra Sub 2nd Fil L1 B4	City SR 734	1/27/2003	To allow a church, preschool, elementary, junior and/or high school and commercial recreation uses in R96 zone	Yes	To allow for a church
1000 to 1100 blocks of Siesta Ave, El Rancho Dr, Sierra Granda Blvd, 1100 blocks of Cortez Ave and Matador Ave	City ZC 712	4/14/2003	R96 to R70	Yes	Developed as SFR
1200 to 1400 blocks of Sierra Granda Blvd, Cortez Ave and Matador Ave	City ZC 719	9/18/2003	R69 to R70	Yes	Developed as SFR

Docusign Envelope ID: E0296644-04AC-45CA-972C-DE9479FFF199

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: P2: PUBLIC, CIVIC, AND INSTITUTIONAL, SMALL

2. Written description of the Zone Change Plan including existing and proposed new zoning:

   Lots 1C, 1D, 1E to convert from P2 to P3 to allow for campus expansion.

3. Legal Description of Property:

   Lots 1C,1D,1E, Block 3, High Sierra Subdivision 2nd Filing, S17, T01N, R26E

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

   Yes, Heights Task Force

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application

7. The undersigned affirm the following:

   1) The pre-application neighborhood meeting was held on the 28, day of January 2025.

   2) The zone change application is based on materials presented at the meeting.

Owner (s):

MISSION UNITED INC. Telephone:

Address:

3490 RIMROCK ROAD, BILLINGS, MT 59102 Email: dtrost@stjohnsunited.org

Agent (s):

PERFORMANCE ENGNEERING Telephone: 406-384-0080

Taylor Jay Kimpel

Address: 3412 COLTON BLVD, SUITE 202, BILLINGS, MONTANA 59102 Email: TAYLOR@PERFORMANCE-EC.COM

Complete this form and upload to your on-line Zone Change application

PERFORMANCE ENGINEERING
3412 Colton Boulevard • Billings, MT 59102 • (406) 384-0080

Amended Lots 1C, 1D, and 1E, Block 3, of High Sierra Subdivision, 2nd Filing

Zone Change Neighborhood Meeting Notes

The meeting was noticed on January 20, 2025 and was held beginning at 6:00 PM on January 27, 2025 at the Lake Hills Golf Course's upstairs meeting area. The meeting was hosted by Taylor Kasperick of Performance Engineering (Agent), and five interested neighbors attended the meeting. A sign in sheet of the attendees is included as an attachment with this Pre-Application statement, with one of the attendees requesting not to sign the sheet.

In general, questions regarding the proposed zone change included the following:

1. Will the zone change affect property taxes of adjacent parcels?
    a. Response provided by Taylor Kasperick indicated the zone change of the subject properties should not impact the property taxes of adjacent parcels. It was explained that property taxes are based on the appraised value of a property's land and improvements, so unless the property value of the adjacent properties were to increase, property taxes should not increase.
2. Will commercial uses be allowed with the proposed zoning?
    a. Taylor Kasperick provided response indicating that commercial uses (such as Burger King or other common and distinct use) would not be allowed on with the zone change unless it was particularly associated with the underlying mission/organization.
3. Where will the site be accessed from?
    a. Taylor Kasperick discussed through how the proposed development will be access via a new internal access drive from Wyndstone's existing approaches off Siesta Avenue and Sierra Granda Avenue, as well as four new driveway approaches (2 each on Siesta and Sierra Granda). No new "through streets" are anticipated or proposed with the development.
4. Will there be any parking lots?
    a. Parking is anticipated to be provided on-site in compliance with the Zoning Code requirements for off-street parking.
5. Neighbors expressed concern regarding the prairie dogs that live in the area. It was discussed that outside termination, there is not a lot of control anyone can provide as to where and when the prairie dogs move.
6. It was asked where power would come from and what it would look like?
    a. Taylor Kasperick discussed how at this time, it is undecided/undetermined where power will be placed to serve the development, but it will likely consist of transformer pads and power boxes that are seen on other commercial/residential developments.

No other correspondence, either via email, letter, or phone, was received by Performance Engineering.

PERFORMANCE ENGINEERING

Lots 1C, 1D & 1E, Block 3, High Sierra 2nd Filing, Zone Change Neighborhood Meeting Sign-In		
1/27/2025		
NAME	ADDRESS	Email
Jason Grenda	1249 Sierra Granda blvd	
AUSTIN SMART	1253 SIERRA GRANDA BLVD	
Meghan Smart	1253 Sierra Granda	

PERFORMANCE ENGINEERING

Lots 1C, 1D & 1E, Block 3, High Sierra 2nd Filing, Zone Change Neighborhood Meeting Sign-In		
1/27/2025		
NAME	ADDRESS	Email
Todd Koepp	243 Joy Lane	tkoepp930@gmail.com

PERFORMANCE ENGINEERING
3412 Colton Blvd, Suite 202 • Billings, MT 59102 • (406) 384-0080

January 17, 2025

Dear Interested Neighbor,

On behalf of Mission United Inc. of Billings, MT, Performance Engineering, LLC is writing to inform you of a zoning pre-application neighborhood meeting scheduled to be held on **January 27th, 2025** at Lake Hills Golf Course. Interested parties can attend the meeting held in the dining room at 6**:00PM**.

The meeting is being held to discuss a proposed zone change regarding the existing properties located southwest of the intersection of Sierra Granda and High Sierra Boulevard. The owner and developer are requesting the property shown in the attached exhibit, and described below, be re-zoned to accommodate future development:

> **Lots 1C, 1D, 1E, Block 3, of High Sierra Subdivision, 2nd Filing, S17, T01N, R26E, City of Billings, Yellowstone County, Montana. The respective lots have a total area of approximately 11.868 acres.**

The intent of the meeting is to make neighboring property owners aware of the proposed zoning change for the subject property and to answer questions about the project. A proposed zoning map are included with this letter. In general, the developer is requesting the P3 zone change to provide additional housing opportunities for the increasing population at the WyndStone Facility in the Heights. Below is a summary of the existing zoning and the proposed zone changes:

Lot	Existing Zone District	Existing Area (Acres)	Proposed Zone District	Proposed Area (Acres)
Lot 1C	P2	7.783	P3	7.783
Lot 1D	P2	2.320	P3	2.320
Lot 1E	P2	1.765	P3	1.765

The City of Billings generally describes the zoning districts included in this application as:

- P2: Public, Civic, and Institutional. Small
- P3: Campus

Representatives for Performance Engineering, LLC will be present at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at 3412 Colton Blvd., Suite 202, Billings, MT 59102, attention Taylor Kasperick, or emails may be sent to taylor@performance-ec.com. We look forward to discussing the proposed zone change with you and hope to see you on **January 27th 2025 at Lake Hills Golf Course.**

Sincerely,

Taylor Jay Kasperick

Taylor Kasperick, PE
Project Manager

Z:\Mission United\2024-015 WyndStone Master Site\CAD\DWG\Exhibits\WyndStone Rezoning.dwg 12/30/2024 11:46 AM COLOR TBL: PE Standard.ctb

LEGAL DESCRIPTION

HIGH SIERRA SUBDIVISION 2ND FILING, AMD
LOTS 1C, 1D, 1E, BLOCK 3, S17, T01N, R26E

1C LOT 1C: 7.783 ACRES
ZONING: EXISTING - P2, PROPOSED - P3

1D LOT 1D: 2.320 ACRES
ZONING: EXISTING - P2, PROPOSED - P3

1E LOT 1E: 1.765 ACRES
ZONING: EXISTING - P2, PROPOSED - P3

ZONING LEGEND

- N3: SUBURBAN NEIGHBORHOOD
- P2: PUBLIC, CIVIC, AND INSTITUTIONAL, SMALL
- P3: CAMPUS

PROPOSED ZONE CHANGE BOUNDARY

0 300 600
IN FEET

PROJECT TITLE
WYNDSTONE SENIOR LIVING EXPANSION

SHEET TITLE
PROPOSED ZONING MAP

DRAWN BY DLD
DATE OCT.31
CHECKED BY TJK

CLIENT
MISSION UNITED INC.
BILLINGS, MT 59105

PERFORMANCE ENGINEERING
608 NORTH 29TH STREET
BILLINGS, MT 59101
(406) 384-0080
www.performance-ec.com

EXHIBIT
EX B

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CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change #1062 Project # PZX-25-00021

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning P2: PUBLIC, CIVIC, AND INSTITUTIONAL, SMALL

Proposed Zoning: P3 - Campus (Medical)

PARCEL TAX ID# A30252, 34035 & 34036 CITY ELECTION WARD 2

Legal Description of Property: LT 1C, 1D & 1E, B3, HIGH SIERRA SUBD 2ND FIL, S17, T1S, R26E

Address or General Location (If unknown, contact City Engineering): SW INTERSECTION OF SIERRA GRANDA & HIGH SIERRA

Size of Parcel (Area square feet or acres): 7.783, 2.320, & 1.765 ACRES

Present Land-Use: 1C - Retirement home or village; 1D and 1E - vacant.

Proposed Land-Use: Retirement home or village.

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

Owner(s) MISSION UNITED INC.

(Record Owner)

3940 RIMROCK ROAD, BILLINGS, MT 59102

(Address)

(Phone Number) (email)

Agent(s): PERFORMANCE ENGINEERING

(Name)

3412 COLTON BLVD, SUITE 202, BILLINGS, MONTANA 59102

(Address)

406-384-0080 TAYLOR@PERFORMANCE-EC.COM

(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: David Trost 772347E276FA4B3... (Record Owner – Digital Signature Allowed) Date: 1/30/2025

David Trost

CEO

PERFORMANCE ENGINEERING
3412 Colton Blvd., Suite 202 • Billings, MT 59102 • 406-384-0080

Amended Lots 1C, 1D, 1E, Block 3, High Sierra Subdivision, 2nd Filing
Zone Change Questions

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

   Essential Investments - The proposed project is classified as an "infill development" in that will not require any additional city water or sewer infrastructure making it a very cost-effective option for the city. This fits the cost-of-service concerns of the City currently, increasing the tax base with minimal increase in operational costs to the City.

   Infill Development Policy – The goal of the Billings Infill Policy is to promote housing and retail choices to encourage a diversity of economic development within existing neighborhoods. By rezoning this area, it will stimulate a diversity in housing choices in the area by providing the ability for Wyndstone to expand residential housing to an underserved population group and surrounding community. With the addition of senior living residential, the project increases the opportunity for the community's population to have living and care options in later stages of life. This project includes the completion of Siesta Avenue which would maximize the transportation network in this area.

   Diversified & Affordable Housing – This zone change will allow for affordable and safe housing for the elderly, especially those looking to downsize but not lose the ability to live independently and those looking to just get their retired lives started in our community. This zoning, and it's fit with the surrounding zoning, allows for a good neighborhood feel and mix. The development will also be an affordable option for the city due to the low cost of service being an infill development. This project will not require any additional public utility installation other than tying into the existing mains as well as the site exists within already established infrastructure.

2. Explain how the proposed project meets the 10 zone change criteria.
   a. Is the new zoning designed in accordance with the growth policy?
      The new zoning adheres to the City of Billings growth policy through its expansion of neighborhood mixed use development; emphasis on public and non-motorized travel by limited access and trails interconnected with existing sidewalks, and its cost-effective construction due being

infill development with an inherent low cost of service to the City of Billings.

b. Is the new zoning designed to secure from fire and other dangers?
There are multiple fire hydrants located an adequate distance from the site on Sierra Granda Boulevard, High Sierra Boulevard, and Siesta Avenue. Upon development, the site will be required to meet all fire and public safety code requirements as well as improving the undeveloped area. The site is also located outside of any floodplain.

c. Will the new zoning promote public health, public safety, and general welfare?
The proposed zone change will diversify the surrounding neighborhood and present a senior living residential option in conjunction with Wyndstone between the suburban neighborhood to the north, east, and south. The proposed zoning also requires common open space and central places of gather which will improve the general well-being of the neighborhood, creating green spaces and well-manicured areas. The site will tie into extensive walkable areas in the overall High Sierra Subdivision and the Wicks Lane pedestrian walkways to allow for walkability and non-vehicular mobility.

d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?
The change in zone will not require any additional water or sewer to the site as it is provided under High Sierra Boulevard, Sierra Granda Boulevard, and Siesta Avenue. The site is located within adequate walking distance to Skyview High School and High Sierra Dog Park. The completion of Siesta Avenue would ultimately provide a thruway for students and maximize the transportation network in the area, relieving pressure from other streets within the area..

e. Will the new zoning provide adequate light and air?
The proposed zone change will have minimal impact on light and air in the surrounding area. The required open area will allow for adequate lighting and air for the property and surrounding area. Any improvements to the land must adhere to the zoning requirements for lighting laid out by the City's Zoning Code.

f. Will the new zoning affect motorized and nonmotorized transportation?
The proposed zoning will not affect motorized and non-motorized transportation in comparison to the existing underlying zoning. With that said, changing the zone district will allow for immediate development, which will increase traffic marginally based on the anticipated use. The close vicinity of the MET bus stop will mitigate this effect. The large number of sidewalks in the area leading to parks,

schools, residences, and churches will also help mitigate the additional motorized transportation. This area has an extensive network of sidewalks and trails to allow for non-motorized transportation as well to minimize traffic in the area.

g. Will the new zoning promote compatible urban growth?
The P3 zoning will promote compatible urban growth as it is nestled between suburban residential on three sides and civic/institutional on the west side. This zoning will allow for new residents to move into a thriving and safe neighborhood that can easily meet most of their needs in the immediate area. Public Campus will allow for a more walkable neighborhood for the High Sierra neighborhood as well as established neighborhoods all around it.

h. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
This zoning change considers the character of the district by introducing much desired Public Campus use into an infill development. This change to larger format public space will allow for continued development of the Wyndstone property by filling in this vacant land that is surrounded by residential and civic/institutional zones.

i. Will the new zoning conserve the value of buildings?
The new zoning will conserve the value of buildings in the area by creating new amenities for nearby neighborhoods while not intruding upon them. It will also minimize urban sprawl thus leading to increased property value of the surrounding area.

j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The zoning will encourage appropriate use of land by expanding the public campus areas further northwest of the Billings Heights. The project will place higher density development along arterial corridors (i.e. Sierra Granda and High Sierra Boulevard) as encouraged by the zoning code. Further it provides housing diversity along with intermixed public and residential area to improve access into the neighborhood and surrounding schools, parks, and churches. The result of the project will create a more walkable community and neighborhood which will result in increased vibrancy for everyone.

3. Does the new zoning fit with the existing or planned developments within the area?
The new zoning will fit seamlessly into the existing developments, land currently being developed, and future developments in the area due to its blending of the residential areas to the north, east, and south with the more public focused, western lots next to Wicks Lane. It can be fairly assumed that many of the developments to the west will remain as parkland and agriculture which a P3 zoning will readily fit. The current pedestrian infrastructure in the

area will allow for the new residents to navigate the surrounding areas easily and safely while providing excellent connectivity for multi-modal travel. The site will help provide new housing for existing aging residents looking to transition from a single-family home to multi-family living with less responsibility for caretaking of a home.

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for HIGH SIERRA SUBD 2ND FILING, S17, T01 N, R26 E, BLOCK 3, Lots 1C, Lot 1D, & Lot 1E, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the findings of the ten (10) criteria required by state law.

Section 2. **DESCRIPTION. HIGH SIERRA SUBD 2ND FILING, S17, T01 N, R26 E, BLOCK 3, Lot 1C, Lot 1D, & Lot 1E** is presently zoned **Public 2 – Public, Civic, Institutional, small (P2),** and is shown on the official zoning map within this zone districts.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **(legal description),** is hereby changed from **Public 2 – Public, Civic, Institutional, small (P2)**, to **Public 3 – Medical Campus (P3),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Public 3 – Medical Campus (P3),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this ___ day of _____, 2025.

PASSED, ADOPTED and APPROVED on second reading this ___day of _____, 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1062 - HIGH SIERRA SUBD 2ND FILING, S17, T01 N, R26 E, BLOCK 3, Lot 1C, Lot 1D, & Lot 1E

City Council Regular

Date:	03/24/2025
Title:	Zone Change 1063 - 4500 Block of King Ave W - NX3 to NX1 and N2 - Public Hearing and 1st reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00022

RECOMMENDATION

The Zoning Commission recommends approval of Zone Change 1063 and adoption of the findings of the 10 review criteria.

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

This is a zone change request for Lot 1-A in the Western Subdivision, currently zoned Mixed Residential 3 (NX3) and undeveloped. The parcel is 9.4 acres in area. The proposed zoning of Mixed Residential 1 (NX1) for the King Ave West frontage and a portion of the 46th St West frontage allows 1 to 4-unit dwellings (2.2 acres) and the N2 zoning proposed for the remainder of the property (7.2 acres) allows 1 or 2-unit dwellings. The property has frontage on King Ave West, but the property will be accessed from 46th St West and from an internal private street, Gators Way. Western Subdivision was originally part of Western Sky Subdivision in 2006. The subdivision was never finalized and the east, west and a small south portion of the original 160-acre parcel was divided between three owners. Western Sky Subdivision was created on the west at the intersection of 48th St W and King Ave W, and Western Subdivision was created on the subject property and the surrounding parcels between 44th St W and 46th St West. Western Sky Subdivision also includes the parcel south of Hogan's Slough west of the Shiloh Conservation area. This southern parcel is zoned Mid-Century Neighborhood (N2). The other lots in Western Sky Subdivision are zoned Planned Development (PD) with underlying zoning of Community Commercial (CC), Neighborhood Commercial (NC), Residential Multi-family (RMF), and Residential Manufactured Home (RMH).

The subject parcel was originally zoned RMF under the previous zoning code. The update in 2021 placed this parcel and surrounding parcels in the Western Subdivision in the NX3 zone. There are some lots zoned Public 1 for parks. The prior zoning could allow single-family, two-family or multifamily dwellings by lot area. The current zoning of NX3 only allows multifamily dwellings in structures with at least 5 dwellings per building.

There are plans to develop a number of 2-unit dwellings on the property with an internal street system similar to the adjoining multifamily developments. The NX1 zoning can allow up to 4-unit buildings. Any new construction would need to meet the requirements of the zone district, which includes provision for King Ave W front facades. The property adjoins 46th St W and the developer will need to build out the remaining east section (20 feet) of this local access road. No additional access would be allowed on to King Ave West due to the volume and speed of traffic as well as the complexity of the traffic environment. A traffic signal is planned at the intersection of 44th St West and King Ave West. This will help manage the existing and future traffic from the surrounding developments. The average daily traffic on King Ave West has more than doubled in the past decade. The current ADT on King is about 13,000 vehicles per day. Shiloh Road is about 19,000 vehicle trips per day. Both of these averages are 3-year rolling averages taken from counts only during the non-school months of the summer. Actual daily traffic on any given day and during the school year may be much higher or lower than the average daily traffic. Future contributions to the traffic volume will include traffic from Vista West (north of Rocky Vista Way), Ridgeline Development (48th St W and King Ave W) as well as ongoing development in Lenhardt Square, Western Sky Subdivision, and Montana Sapphire. Each of these developments has direct or indirect access to King Ave West as the closest principal arterial street. Vista West, a zoning approved in 2023, is proposed to have about 582 dwelling units on 27 acres of land. If this parcel remains in the NX3 zone district, a similar density of about 21 dwelling units an acre could be built. The concept for this 9.4-acre lot is to build about 80 dwelling units - or about 8.5 dwelling units per acre. The proposed "down zoning" from NX3 to NX1 and N2, will reduce the original expected traffic volume on this lot.

The Billings 2016 Growth Policy and West Billings Neighborhood Plan both support the proposed zoning as appropriate along an arterial street frontage between major intersections, and for the provision of access to housing choices. The Shiloh Road and King Ave West intersection was identified more than two decades ago as a major regional commercial hub for West Billings. The surrounding developments are the result of planning for this growth and include zoning for mixed housing choices, transportation for all types of mobility and combining the need for open

space and water quality improvements at the Shiloh Conservation Area. A new water reservoir system to the south will also provide long-term water security for the city while also preserving land for open space. Any development of land will trigger the installation of street frontage landscaping. This portion of the south side of King Ave West has incomplete street infrastructure. The Western Subdivision, filed in 2013, signed a waiver of right to protest the infrastructure improvements at a future date. This waiver of right to protest will expire in 2033. King Ave West improvements have happened sporadically between Shiloh Rd and 48th St West over the past 12 years. This corridor section was identified for long term improvements, including the signal at 44th St W and King Ave W as well as completion of a full three-lane street section.

APPLICATION DATA

OWNER: CK Land, LLC, Cal Kunkel
AGENT: Performance Engineering, Taylor Kasperick, P.E.
LEGAL DESCRIPTION: Western Sub, Block 1, Lot 1-A
ADDRESS: none assigned - 4500 Block of King Ave West
CURRENT ZONING: Mixed Residential 3 (NX3)
PROPOSED ZONING: Mixed Residential 1 (NX1) for 2.2 acres and Mid-century Neighborhood (N2) for 7.2 acres
EXISTING LAND USE: Vacant land
PROPOSED LAND USE: Duplex townhome development
SIZE OF PARCEL: 9.4 acres

SURROUNDING LAND USE & ZONING

NORTH: Lenhardt Square Planned Development - Vacant land
SOUTH: NX3 - Hoop Dreams Apartments (aka HHPM Apartments)
EAST: NX3 - Hoop Dreams Apartments (aka HHPM Apartments)
WEST: Western Sky Planned Development - PD-Neighborhood Commercial - vacant land and Western Sky Storage (south)

The Planning staff reviewed the application, the neighborhood and city growth policy plans, and the history of zoning in the area, and recommended approval to the Zoning Commission. The Zoning Commission concurred with the recommendation. The proposed zoning fits in with the adjacent development to the east and is compatible with the Western Sky developments to the west of 46th St W. The Western Sky development includes active commercial development as well as planned multifamily development and a manufactured home park to the south and west. The pre-application neighborhood meeting was attended by Jan Rehberg, representing Lenhardt Square development on the north side of King Ave W. Ms. Rehberg did not state concerns with the proposed zoning other than how traffic would be handled and how the city and the Montana Department of Transportation would control access to King Ave West. As of the writing of this staff report, no comments or concerns have been received from the surrounding property owners.

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting at the Emmanuel Baptist Church at 328 S Shiloh Road. One surrounding property owner attended out of the nine owners notified. City staff mailed notices to the surrounding owners, placed a legal ad, and posted the property with a zone change sign. No surrounding owners contacted the Planning staff prior to the writing of this report.

Zoning Commission hearing March 4, 2025

The Zoning Commission held its public hearing on March 4, 2025, and received the staff recommendation and testimony from the applicant's agent, Taylor Kasperick of Performance Engineering. No other testimony was received. In response to questions from the Commission, the applicant's agent stated there was one surrounding owner at the pre-application neighborhood meeting. Their concern was about where the new access to the property will be located and the development plan. The Commission had no other questions.

The Chair closed the public hearing and asked for a motion on the application. Commission member David Goss made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member Beau Mulvaney and was approved on a 3-0 vote. Commission members Megorden and McCall were absent from the meeting.

ALTERNATIVES

The City Council may:

- Approve and adopt the findings of the ten review criteria for Zone Change 1063 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1063; or,

- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public have not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

FISCAL EFFECTS

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

SUMMARY

Prior to making a decision the City Council shall consider the proposed findings of the ten review criteria as recommended by the Zoning Commission.

1. Is the new zoning designed in accordance with the Growth Policy?
The proposed zone change does conform to the following guidelines of the 2016 Growth Policy:
Strong Neighborhoods:

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels.
- Neighborhoods that are safe and attractive and provide essential services are much desired.

Home Base:

- A mix of housing types that meet the needs of a diverse population is important.
- The Housing Needs Assessment is an important tool to ensure Billings recognizes and meets the demands of future development.
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy, and safe.

The proposed zoning also conforms to the West Billings Neighborhood Plan. The West Billings Neighborhood Plan goals and objectives stated the need to locate compatible uses and offer a range of housing choices and development densities. The West Billings Plan adopted a number of Goals, Policies, and Implementation Strategies. The proposed NX2 for the property is consistent with the following adopted Policies of Planned Growth.
Goal 1: Establish Development Patterns that Use Land More Efficiently
Policy R: "Encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments."

The proposed zoning would allow development of the land and can provide a range of housing options including duplexes, townhomes, or condominiums. The proposed zoning is consistent with the City's Growth Policy and decreases density from the current zoning without compromising the sustainability of the area. The Growth Policy supports infill development and this parcel could be developed with two-unit townhomes a housing choice not readily available in this area. The new zone is compatible with the adjacent developed and developing parcels.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum build-to zones, open and landscaped areas, and building separations (found in Section 27-300 of the Zoning Code) The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers.

3. Whether the new zoning will promote public health, public safety and general welfare?
The proposed zoning (NX1 on 2.2 acres and N2 on 7.2 acres) would allow the owner to develop fewer units on the property that are still compatible with neighboring properties. In addition, the proposed use will be compatible with the Planned Development zoning to the west and the current multifamily development to the east. The site and structure regulations found in 27-300 for the NX1 and N2 zone districts promote the minimum standards to ensure public health and safety and promote general welfare. The existing private utilities for the parcels are failing. Annexation and zoning of the property will promote public health and public safety.

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

Transportation: The proposed zoning itself will have little impact on the surrounding transportation system. The impact on traffic will depend on the number of residents and drivers on the site when development occurs. The NX3, the current zone, could allow up to 190 dwelling units on the property (21/units per acre). The proposed zoning of NX1 and N2 reduces the potential density down to about 8 to 12 dwelling units per acre. The NX1 zone is allowed to be along arterial corridors between intersections. King Ave West is an arterial street designed to handle the potential for additional traffic. Assessment of any traffic impacts will occur at the time the development is proposed for city review. This is a requirement of the city engineering codes and was also required by the subdivision improvement agreement filed in 2013. The developer was not required to install the frontage improvements on King Ave W at the time of subdivision and signed a waiver for protesting any future special improvement district (SID) for these improvements. The waiver will expire in 2033. The city will determine when those frontage improvements are required.

Water and Sewer: The property has city water and sewer services nearby. City engineering will determine where those services will be extended to the property.

Schools and Parks: The proposed zoning itself should not affect schools and parks, this will depend on the new residents when a development plan moves forward. Schools and parks should not be negatively affected by the proposed zoning. The School district provided no comments on this zone change. There is a neighborhood park to the south in the Western Subdivision that is owned by the developer. There have been no improvements to the parkland so far.

Fire and Police: The subject property will be served by city public safety services. The Police and Fire Departments had no concerns about the zone change.

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

Similar to criteria 2 and 3, the proposed NX1 and N2 zones, like all zones, requires minimum setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant and any new development will need to meet these requirements. The proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

6. Will the new zoning effect motorized and non-motorized transportation?

The new zoning itself will not impact motorized and non-motorized transportation. Once developed, there will be an increased volume to the transportation network, both motorized and non-motorized. The proposed zoning designations will generate less traffic than the former zoning designation of NX3. Off-street parking for any new dwellings will be provided as per code Section 27-1300. The King Ave West frontage for Western and Western Sky Subdivisions do not have improvements in place except for two left-turn bays (at 44th Street West and 46th Street West) for westbound traffic to enter the subdivisions. Internal sidewalks may be required at the time of development. Most of the internal roads in Western Subdivision have no sidewalks or street trees. City Engineering is updating its site development code to require sidewalks for all private streets and the zoning code requires street trees for all public or private roads. A future bike path along Hogan's Slough, the south boundary of Western Subdivision is planned. When this southern lot is developed, the owner will be required to reserve space for this new bike trail.

7. Will the new zoning promote compatible urban growth?

The proposed zoning is compatible with the adjacent zoning and existing urban growth in the vicinity. The proposed zoning will allow infill development of a vacant lot about 1/4-mile east of the city limits.

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

The proposed zoning will allow the development of two-unit townhomes in an area where this housing choice is limited. There is an abundance of apartments for rent or lease, but few options for ownership of a dwelling unit. The NX1 and N2 zones are compatible with the surrounding planned development zones to the west and north and with the existing multifamily development to the east and south. The proposed zoning does consider the character of the district and the suitability of the property for future uses.

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

The new zoning is not expected to alter the value of any buildings in the area. Any development of the property will need to meet the site development requirements in the zoning code. For the NX1 and N2 zones, this includes, but is not limited to, building heights, setbacks, and window and door facade coverage. In general, new buildings improve property values in the area.

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

The proposed zoning will allow development for new use including duplexes, townhomes or condominiums. This is an appropriate location for the zoning to allow slightly less density that is compatible with adjacent uses. The parcel

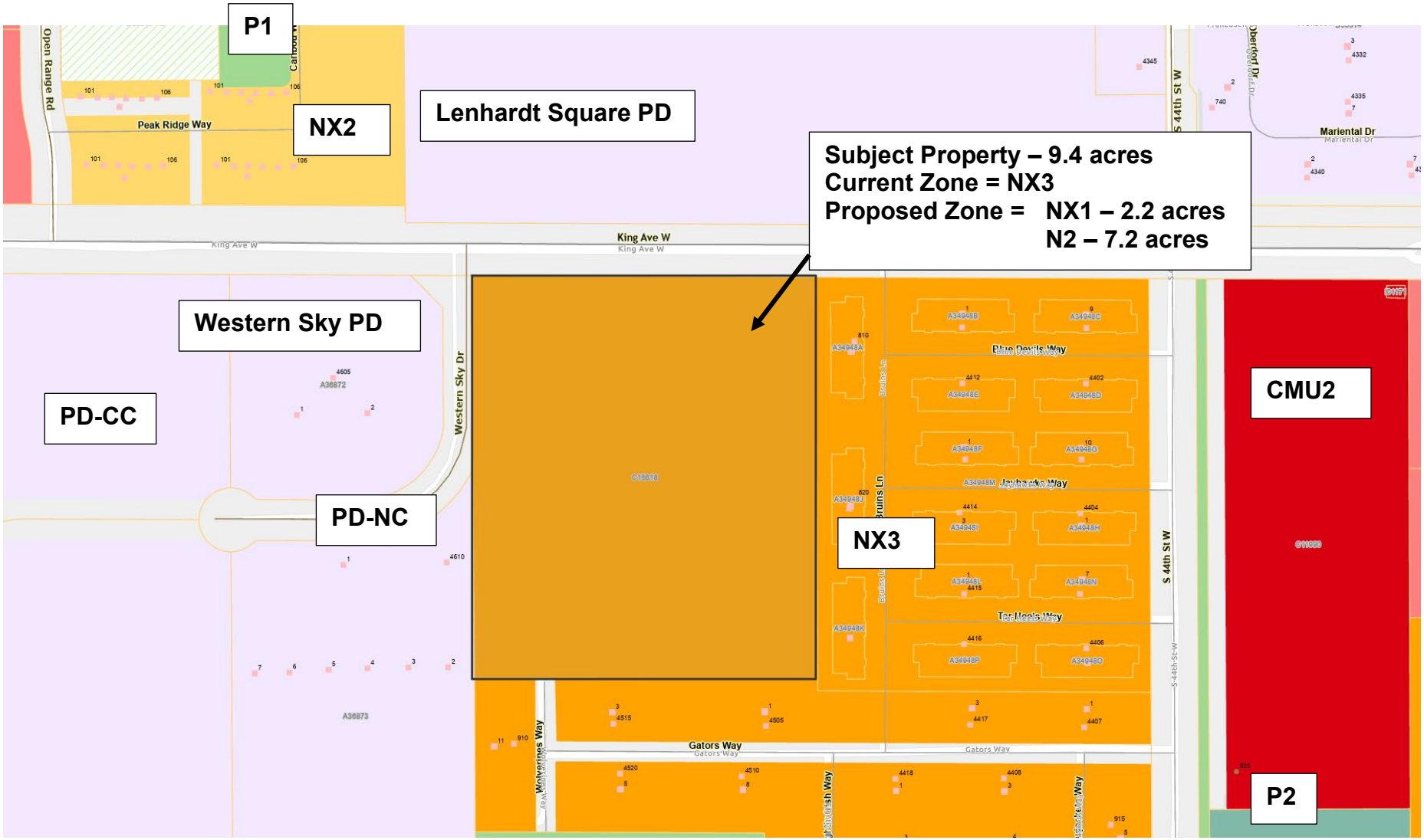
directly adjacent to the west is undeveloped but allows mixed uses including multifamily. The property to the east and south is already developed as a multifamily complex.

Attachments

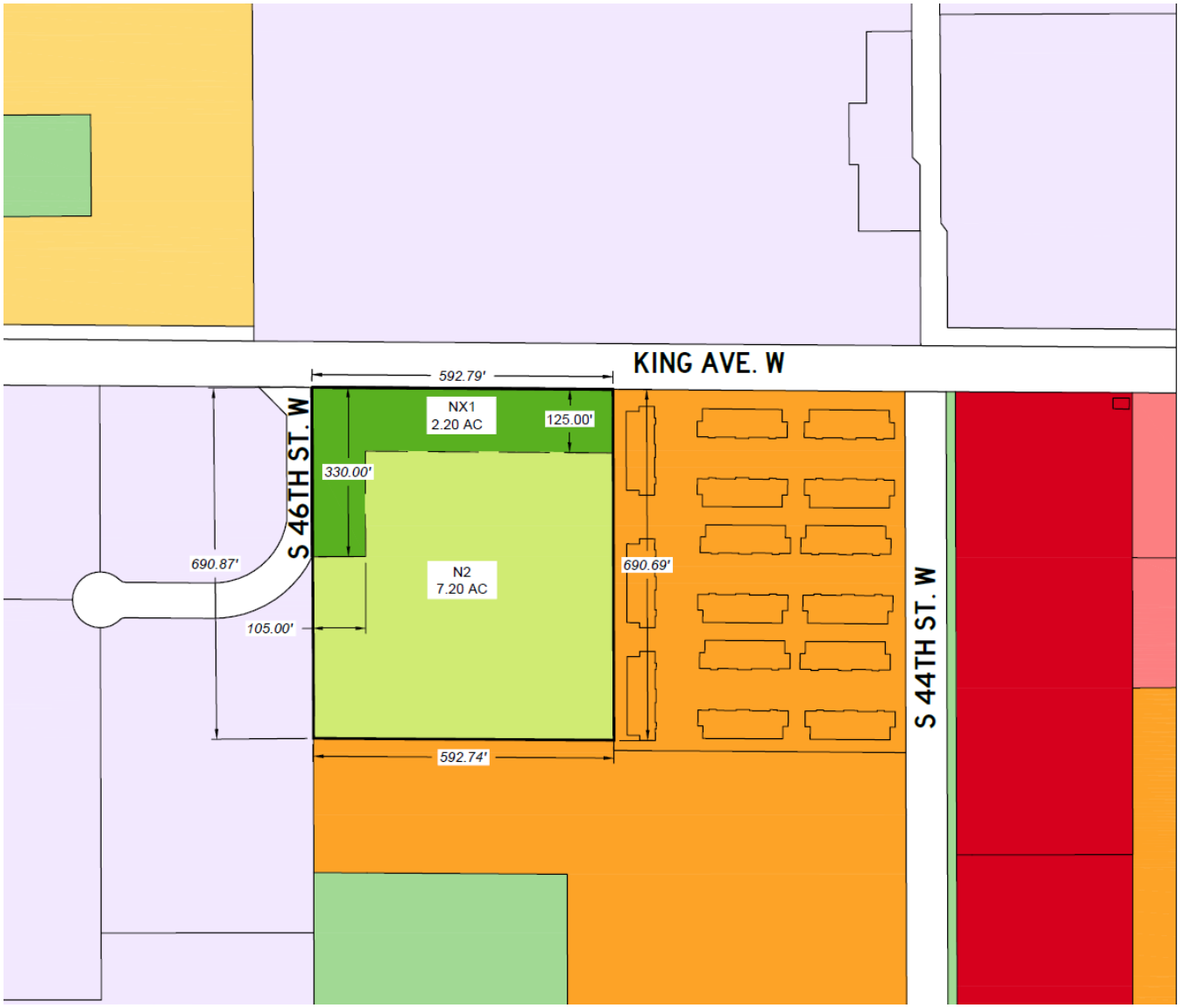
Zoning Map and Site Photos ZC 1063
Chart of Zoning History ZC 1063
Application and Letter ZC 1063
Pre application info ZC 1063
Applicant photos ZC 1063
ZC 1063 Ordinance

City Zone Change 1063 – 4500 block of King Ave W – NX3 to NX1 and N2

Zoning Map and Site Photos



Zoning Exhibit



LEGAL DESCRIPTION

LOT 1-A, BLOCK 1 OF THE AMENDED PLAT OF LOTS 1, 3, AND 4, BLOCK 1, WESTERN SUBDIVISION

ZONING LEGEND

- CMU1 - Corridor Mixed- Use
- CMU2 - Corridor Mixed-Use & Commercial Centers
- N2 - Mid-Century Neighborhood
- NX1 - Mixed Residential 1 (1-4 du/structure)
- NX2 - Mixed Residential 2 (2-8 du/structure)
- NX3 - Mixed Residential 3 (=>5 du/structure)
- P1 - Open Space, Parks, Recreation
- P2 - Public-Civic-Institutional
- PD - Planned Development

PROPOSED ZONE CHANGE BOUNDARY

0 200 400
IN FEET

W. MEADOWS DEV
BILLINGS, MT 59106

DESIGNED BY	QUALITY ASSURANCE
BGR	TJK
DRAWN BY	CHECKED BY
01/2025	01/2025
DATE	DATE

REV BY	DATE	CHKD BY

SHEET TITLE
W. MEADOWS
ZONE CHANGE MAP

PROJECT NUMBER
2024-128

SHEET NUMBER
1 OF 1

DRAWING NUMBER
EX A

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Subject Property May 2023 aerial

Subject Property – 4500 Block of King Ave W

View east along King Ave W

View northeast across King Ave W

View north across King Ave W

View west on King Ave W at S 46th St W

View south down S 46th St W

Zoning History for City ZC 1063 – 4500 Block of King Ave W

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Western Meadows (subsequently Western Sky and Western Sub)	City ZC 802	May 17, 2007	A-1 to CC, RMF-R, R-50, R-70, R-96 & Public	Y	Included entire NW section of 160 acres
Western Sub - Hoop Dreams – Apartments	City ZC 900	Aug 13, 2012	R-50 to RMF-R	Y	Apartment Developments at 44th St W and King Ave W – Updated to NX3
Western Sub -Hoop Dreams – Apartments	City ZC 912	July 8, 2013	Public & R-50 to RMF-R	Y	Additional apartments – Updated to NX3
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
4245, 4249, & 4253 King Ave W	City ZC 1030	7/24/2023	A to NX2	Y	
Vista West	City ZC 894	5/12/2012	A-1 to RMF-R	Withdrawn	
Vista West	City ZC 1004	2/25/2021	A to N2, NX2/NX3 and P1	Withdrawn	
Vista West	City ZC 1021	2/12/2023	A to PND N1, NX2/NX3 & P1	Y	
Western Sky Sub (west half of Western Meadows)	City ZC 957	Sept 11, 2017	CC, RMF-R, R-50, R-70, R-96 & Public to PD	Y	Underlying zones CC, NC RMF & RMH
Western Sky Sub	City ZC 977	July 13, 2020	Adjust Zone District Boundaries in PD	Y	
Western Sky Sub	City ZC 975	Jan 27, 2020	Underlying zoning amendment for PD	Y	
Ridgeline Development	City ZC 997	9/13/2021	A-1 to MU-PND – NX2, N2, CMU1, P1	Y	First PND zone change
Lenhardt Square	City ZC 991	6/14/2021	Update to PD agreement	Y	Increased density and normalized height measurements
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 722	May 24, 2004	A-1 to PD underlying zone of ELI	Y	PD for healthcare & ancillary commercial uses
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 870	Jan 24, 2011	PD Amendment	Y	Adjustment to allow flexibility
St. Vincent Healthcare Shiloh Rd & King Ave W	City ZC 1033	Aug 28, 2023	PD Amendment	Y	Update to CMU2 and NX2 for underlying zones
Montana Sapphire Sub	City ZC 673	July 9, 2001	A-1 to Entryway Light Industrial (ELI)	Y	New industrial park – updated to CMU1/CMU2 and NX3
Montana Sapphire Sub	City ZC 903	Sept 24, 2012	ELI to HC	Y	Affinity of Billings (NX3) Fuel Fitness Divide Bar & Grill (CMU1)
Montana Sapphire Sub Long Beach Apartments	City ZC 878	Aug 22, 2011	ELI to HC	Y	New apartments (NX3)
3815 Hesper Road	City ZC 907	March 25, 2013	A-1 to CI	Y	New FedEx Ground Terminal (I1)

Docusign Envelope ID: A4BDB702-88ED-43CB-A90A-72DA354F368D

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1063 Project # PZx-25-00022

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning NX3

Proposed Zoning: NX1 and N2

PARCEL TAX ID# C15618 CITY ELECTION WARD 5

Legal Description of Property: Lot 1-A, Block 1 of the Amended Plat of Lots 1, 3, and 4, Block 1, Western Subdivision

Address or General Location (If unknown, contact City Engineering): 4502 to 4550 King Ave W.

Size of Parcel (Area square feet or acres): 9.401

Present Land-Use: Undeveloped

Proposed Land-Use: Multi-Family Residential

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

Owner(s) CK Land, LLC.

(Record Owner)

2729 Aspen Way, Billings, MT 59106

(Address)

calkunkel@gmail.com

(Phone Number) (email)

Agent(s): Taylor Kasperick, Performance Engineering

(Name)

3412 Colton Blvd., Suite 202, Billings, MT 59102

(Address)

(406) 384-0080 taylor@performance-ec.com

(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: Cal Kunkel 5ACECCA7[illegible] Date: 1/28/2025

(Required Owner – Digital Signature Allowed)

PERFORMANCE ENGINEERING
3412 Colton Boulevard, Suite 202 • Billings, MT 59102 • 406-384-0080

Lot 1-A, Block 1 of the Amended Plat of Lots 1, 3, and 4, Block 1, Western Subdivision

Zone Change Questions

1. **Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.**

Strong Neighborhoods – The proposed project will utilize the development of duplexes in an area with a variety of different housing options. This medium density development is within a half mile radius of high-density apartment complexes, medium density 4-plexes, 6-plexes, and town homes, and low-density single-family housing. The development is located with easy access to a number of businesses within the St. Vincent Healthcare, Montana Sapphire, and Shiloh Crossing subdivisions. These subdivisions contain restaurants, retail sales and more. The development is also in close proximity to parks such as the Shiloh Conservation Area.

Infill Development – The proposed project is located within the city limits with access to all necessary infrastructure. The development of this property is in line with the Infill Development Policy, the project will grow the city's tax base with property that is undeveloped and readily available to be served by existing utilities.

Zoning – The proposed project complies with the regulations outlined in the new zoning code adopted in 2021.

2. **Explain how the proposed zone change meets the 10 statutory criteria for a zone change.**
    a. **Whether the new zoning is designed in accordance with the growth policy.**
    The new zoning is proposed to be a mix of NX1 and N2, a change from the current NX3 zoning. The change in zoning follows the growth policy guideline of strong neighborhoods by creating another type of housing in the area. Nearby developments include housing types of single family residential, 4-plex, 6-plex and even high-density apartment complexes, however, there are currently no duplexes in the surrounding area. The development also follows the city Infill Policy by developing a lot within the city boundaries that is readily served by public infrastructure, i.e., city water and sanitary sewer.

b. **Whether the new zoning is designed to secure from fire and other dangers.**
   The proposed zoning will incorporate the installation of private fire hydrants in order to ensure fire protection for the development.
c. **Whether the new zoning will promote public health, public safety and general welfare.**
   The proposed project will enhance the immediate area with the addition of duplexes, a housing type not currently present. This development will add on to the already great mixture of housing options already available while maintaining quick easy access to a myriad of restaurants and retail stores.
d. **Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.**
   The proposed project is located within walking distance of an existing MET bus stop which serves the West End. The existing project area is able to be readily served by public water and sewer, so no public extension is needed. It is anticipated, however, that private water and sewer will be installed through the development to service the individual duplexes.
e. **Whether the new zoning will provide adequate light and air.**
   The proposed development will adhere to the current zoning code for the requested zoning to ensure the development will provide adequate light and air within the property.
f. **Whether the new zoning will affect motorized and nonmotorized transportation.**
   The proposed development will affect motorized transportation by the addition of trips on King Avenue West and other surrounding roads. A Traffic Impact Study for the development of the subdivision was done in May of 2014 by Morrison-Maierle, Inc. The study analyzed impact of the subdivision to surrounding roads. This study took into account the development of the project area as high-density apartment complexes, with the proposed project being medium-density duplexes, the affects of the lot being developed will be less consequential than originally anticipated. Nonmotorized transportation will not be affected by the development.
g. **Whether the new zoning will promote compatible urban growth.**
   The development of the property will grow the already increasing population of the area. The continued rise of residents in this corridor of King Avenue West will begin to make the area more attractive to businesses, seeing as they would have quick access to a growing base of residents.

h. **Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses.**
The proposed zoning fits well with the character of the district by providing additional multi-unit buildings to the area while allowing for a less dense neighborhood than some of the adjacent properties. This creates a more diverse neighborhood while maintaining easy access to commercial developments in the area.

i. **Whether the new zoning will conserve the value of buildings.**
As mentioned previously, the proposed zoning fits well with the surrounding area, it is not anticipated that the change in zoning would harm the value of the surrounding area.

j. **Whether the new zoning will encourage the most appropriate use of land throughout the city.**
The proposed development is located on an undeveloped parcel within the city limits. This parcel has immediate access to public infrastructure and the new zoning will be similar to the surrounding areas, meeting the suggestions of the Infill Policy. The proposed development will add additional residential units to the growing area, this should make surrounding subdivisions more attractive to businesses as they will see a growing resident population in close proximity to potential stores or other businesses.

3. **Explain how the proposed zone change fits in with the existing or planned developments within the area.**
The proposed development fits in with the existing developments in the area by adding more multi-unit residential buildings to the growing area while also creating a variety of housing types; being only a two-unit building compared to the surrounding buildings that contain four or more units.

Docusign Envelope ID: A4BDB702-88ED-43CB-A90A-72DA354F368D

CITY ZONE CHANGE Pre-Application Statement of Owner(s) and Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: NX3

2. Written description of the Zone Change Plan including existing and proposed new zoning:

   A change from the current zoning of NX3 to NX1 and N2

3. Legal Description of Property:

   Lot 1-A, Block 1 of the Amended Plat of Lots 1, 3, and 4, Block 1, Western Subdivision

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

   West End

5. Roster of persons who attended the pre-application neighborhood meeting: please attach to on line application

6. A brief synopsis of the meeting results including any written minutes or audio recording.

please attach to on line application

7. The undersigned affirm the following:

   1) The pre-application neighborhood meeting was held on the 23rd, day of Jan., 2025.

   2) The zone change application is based on materials presented at the meeting.

Owner (s):

CK Land, LLC. Telephone:

Address:

2729 Aspen Way, Billings, MT 59106 Email:

Agent (s):

Taylor Kasperick, Performance Engineering Telephone: (406) 384-0080

Address: 3412 Colton Blvd., Suite 202, Billings, MT 59102 Email: taylor@performance-ec.com

Taylor Jay Kasperick

Complete this form and upload to your on-line Zone Change application

PERFORMANCE ENGINEERING
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Lot 1A, Block 1 of the Amended Plat of Lots 1, 3 and 4, Block 1, Western Subdivision

Being located in the NE1/4, NW1/4 of Section 15, T01S, R25E, Yellowstone County, Montana

Zone Change Neighborhood Meeting Notes

The meeting was conducted from 5:30-5:45 PM on January 23rd, 2025 at the Emmanuel Baptist Church. The meeting was hosted by Taylor Kasperick of Performance Engineering (agent).

There was one public participant for the meeting, the roster sign-in sheet is attached to this application.

The meeting began with Taylor Kasperick giving an overview of the property and the current zoning.

Taylor informed the participant why it was necessary for the developer to apply for a zone change to the property. Stating the new zoning code allowed for building in the current zone to be no less than five (5) dwelling units/structure. Our proposed zoning of a mix of NX1 and N2 would allow the developer to utilize no more than two (2) dwelling units/structure in the N2 zone and no more than four (4) dwelling units/structure in the NX1 zone.

After discussing the proposed zone change and giving an overview of the property, the floor was opened to questions from the attending individual.

The individual's questions primarily focused on how the proposed development would interact with a potential development on the north side of King Ave. West, in particular how the City has been looking at 46th Street West. Taylor discussed that use of 46th Street West is being coordinated with the City of Billings as access of King Avenue W may be limited based on it being an arterial road and MDT controlled. Questions regarding the permitting process and working with the city on a multi-unit residential development in this corridor of King Ave. W. were also asked by the individual and answered.

PERFORMANCE ENGINEERING
3412 Colton Boulevard, Suite 202 • Billings, MT 59102 • 406-384-0080

January 16, 2025

Dear Interested Neighbor,

On behalf of CK Land, LLC., Performance Engineering, LLC., is writing to inform you of a zoning pre-application neighborhood meeting being held on Thursday, January 23rd at 5:30 PM at Emmanuel Baptist Church (328 S. Shiloh Road, Billings, MT, 59106). The meeting is being held to discuss a proposed zone change regarding the existing property located southeast of the intersection of King Avenue West and South 46th Street West. The owner is requesting that the property shown on the attached exhibit and described below be re-zoned to accommodate future development:

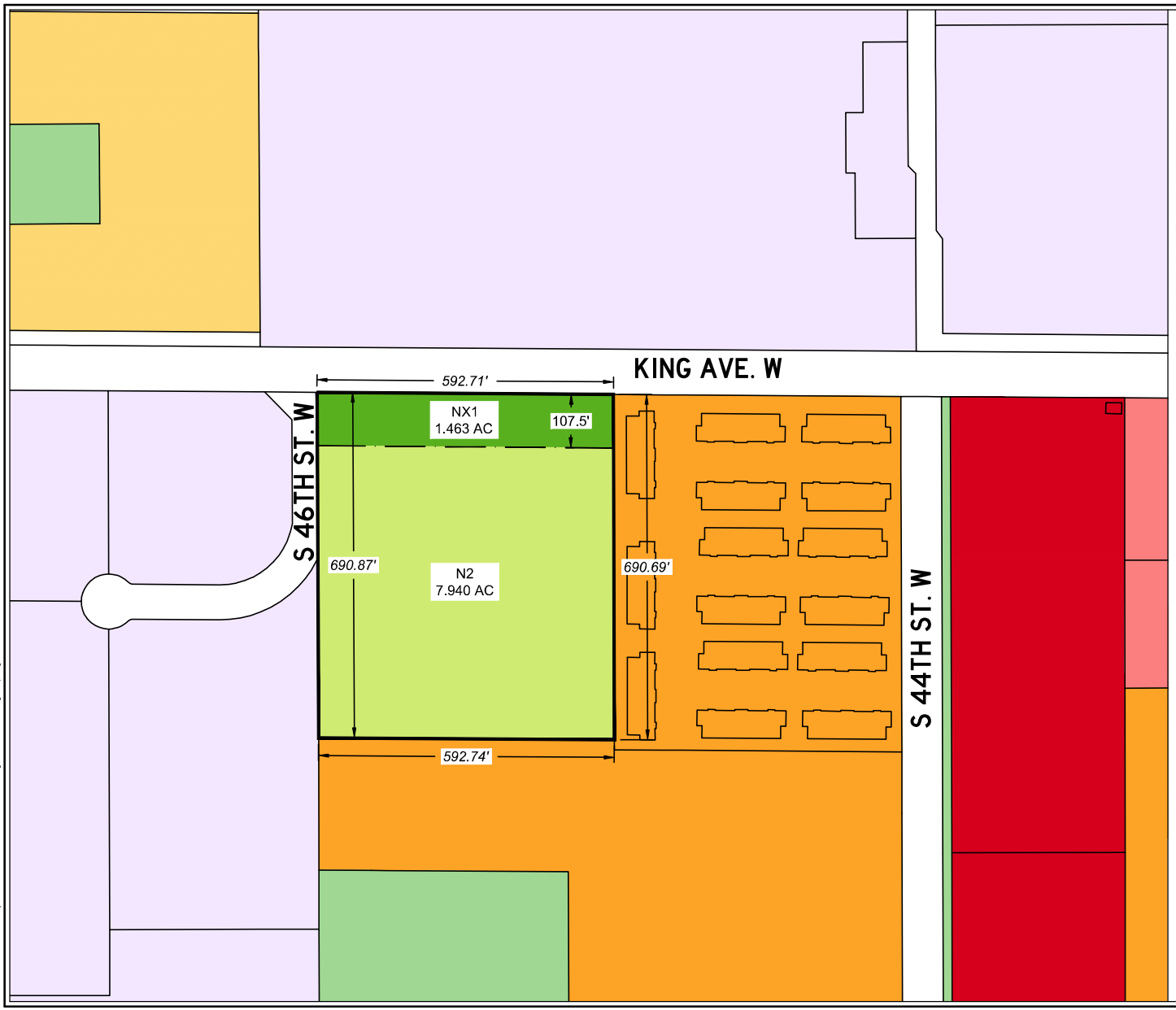
Lot 1A, Block 1 of the Amended Plat of Lots 1, 3, and 4, Block 1, Western Subdivision, S15, T01S, R25E in the City of Billings, Yellowstone County, Montana totaling 9.401 acres.

The intent of the meeting is to make neighboring property owners aware of the proposed zoning change for the subject property, discuss the potential for redevelopment, and to answer questions about the project. The property is currently zoned as NX3, Mixed Residential 3 (≥ 5 du/structure).

The zoning proposal to be presented to the City of Billings will be to change the zoning of the land described above from NX3 to a mix of NX1 (Mixed Residential 1, 1-4 du/structure), N2 (Mid-Century Neighborhood Residential 1-2 du/structure), and potentially NO (Neighborhood Office-Residential) to facilitate a residential development comprised of largely duplexes up to fourplexes. A total of 9.401 acres is included in the proposed zone change.

Representatives for Performance Engineering, LLC. will be present at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering, LLC. at 3412 Colton Blvd., Suite 202, Billings, MT 59102, attention Taylor Kasperick, or emails may be sent to taylor@performance-ec.com. We look forward to discussing the proposed zoning change with you and hope to see you on Thursday, January 23rd at 5:30 PM at Emmanuel Baptist Church.

Thank you,
Taylor Kasperick, PE



LEGAL DESCRIPTION

LOT 1-A, BLOCK 1 OF THE AMENDED PLAT OF LOTS 1, 3, AND 4, BLOCK 1, WESTERN SUBDIVISION

ZONING LEGEND

- CMU1 - Corridor Mixed- Use
- CMU2 - Corridor Mixed-Use & Commercial Centers
- N2 - Mid-Century Neighborhood
- NX1 - Mixed Residential 1 (1-4 du/structure)
- NX2 - Mixed Residential 2 (2-8 du/structure)
- NX3 - Mixed Residential 3 (=>5 du/structure)
- P1 - Open Space, Parks, Recreation
- P2 - Public-Civic-Institutional
- PD - Planned Development

PROPOSED ZONE CHANGE BOUNDARY

0 200 400
IN FEET

W. MEADOWS DEV
BILLINGS, MT 59106

BGR DESIGNED BY	QUALITY ASSURANCE
BGR DRAWN BY	TJK CHECKED BY
01/2025 DATE	01/2025 DATE

REV BY	DATE	CHKD BY

SHEET TITLE
W. MEADOWS
ZONE CHANGE MAP

PROJECT NUMBER
2024-128

SHEET NUMBER
1 OF 1

DRAWING NUMBER
EX A

COPYRIGHT 2025 ©

PE STANDARD.CTB
1/16/2025 10:01:47 AM
Z:\Kunkel\2024-128 Western Sky Master Site\CAD\DWG\Exhibits\Zone Change\2024-128 Zone Change Msp.dwg

PERFORMANCE ENGINEERING

Lot 1-A, Western Subdivision, Zone Change Neighborhood Meeting Sign-In		
1/23/2025		
NAME	ADDRESS	Email
Jan Lehberg	4401 Hwy 3 Billings, MT 59106	jan@bigskyking.com

Figure 1: Subject Property and surrounding housing densities.

Figure 2: View looking SE from the intersection of 46th Street West and King Avenue W.

Figure 3: View looking SW from NE corner of subject property.

Figure 4: View looking north from property to south.

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Lot 1-A, Block 1 of the Amended Plats of Lots 1, 3 and 4 of Block 1, Western Subdivision, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION. Lot 1-A, Block 1 of the Amended Plats of Lots 1, 3 and 4 of Block 1, Western Subdivision,** is presently zoned **Mixed Residential 3 (NX3)** and is shown on the official zoning map within this zone district.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lot 1-A, Block 1 of the Amended Plats of Lots 1, 3 and 4 of Block 1, Western Subdivision,** is hereby changed from **Mixed Residential 3 (NX3), to Mixed Residential 1 (NX1) and Mid-century Neighborhood Residential (N2), as shown on Exhibit A**, and from the effective date of this ordinance, the area shown on Exhibit A shall be subject to all the rules and regulations pertaining to **Mixed Residential 1 (NX1) and Mid-century Neighborhood Residential (N2),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of March, 2025.

PASSED, ADOPTED and APPROVED on second reading this 14th day of April, 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

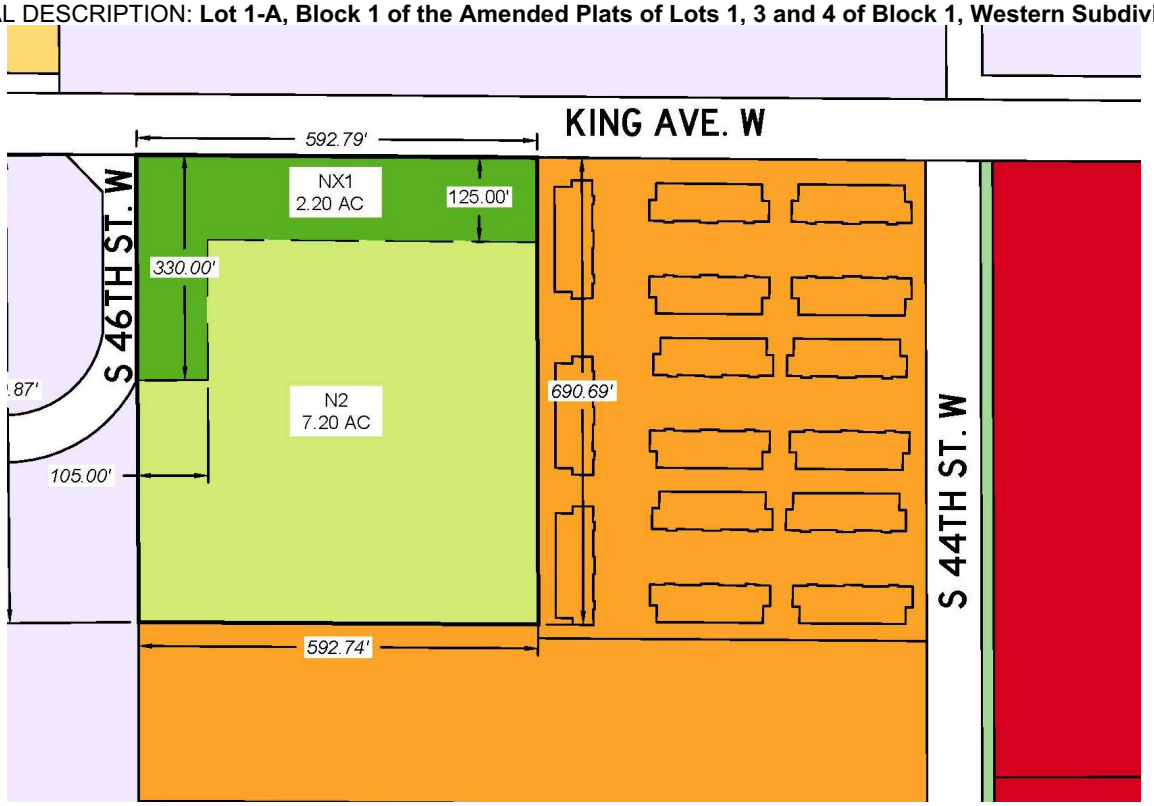
BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1061 – Lot 1-A, Block 1 of the Amended Plats of Lots 1, 3 and 4 of Block 1, Western Subdivision

Exhibit A

LEGAL DESCRIPTION: **Lot 1-A, Block 1 of the Amended Plats of Lots 1, 3 and 4 of Block 1, Western Subdivision**



City Council Regular

Date:	03/24/2025
Title:	Annexation 25-01, Resolution to Annex Wilson Park
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00005

RECOMMENDATION

Staff recommends the City Council hold a public hearing on the annexation. Upon completion of the hearing, staff recommends the City annex the City-owned property.

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

Performance Engineering, on behalf of the City of Billings, submitted a memorandum of intent to annex land using the provisions of Section 7-2-4400, MCA. The property is generally located east of Riverside Road and north of Hannon Road. The land being annexed is described as being 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 S00º00'39"W a distance of 660.40 feet; thence S89º39'19"E following the northern boundary of the right-of-way for Hannon Road a distance of 988.25 feet; thence N00º07'28"E following the western boundary of Tract 1 of Certificate of Survey No. 119 Amended a distance of 661.02 feet; thence N89º41'28"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.

The property is zoned Public 1 -- Parks and Open Space (P1). 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.*
    - The 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.*
    - City services will be provided to the annexation area, as stipulated in the Subdivision Improvement Agreement of the YVAS Minor Subdivision.
3. *Existing or proposed public improvements within the area to be annexed must meet City standards.*
    - Public improvements will be built to city standards, as stipulated in the Subdivision Improvement Agreement of the YVAS Minor Subdivision.
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 will be included with Subdivision Improvement Agreement of the YVAS Minor Subdivision. However, the City would be the initiator of any SIDs in the future so it is more of a formality to have this as part of the SIA for tracking purposes in the area .
5. *All residential property owners within the area to be annexed must create or join an existing park maintenance district.*
    - Does not apply - no residential land is part of this annexation.
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.*
    - Does not apply - no residential land is part of this annexation.
7. *The proposed land use within the area to be annexed must conform to the goals of the Adopted City of Billings Growth Policy.*
    1. Essential Investments
        - Public health and safety and emergency service response are critical to the well-being of Billings'

residents, businesses, and visitors.

2. Community fabric
    - Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors.
3. Prosperity
    - Predictable, reasonable city taxes and assessments are important to Billings taxpayers.
    - A diversity of available jobs can ensure a strong Billings economy.

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. Water service will be provided by an existing 12-inch water main located in Riverside Road and an 8-inch County water main within Hannon Road. Wastewater service will be provided by an existing 30-inch sanitary sewer main adjacent to the northern property line.
- *Storm water:* Any development will be compliant with the adopted Stormwater Management Manual.
- *Transportation:* The developer tract will be accessed from Riverside Road and Hannon Road. The public right-of-way along Riverside Road and Hannon Road will be dedicated to the City of Billings.
- *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 is Station #2, located at 501 S 28th St, Billings, MT 59101, approximately 1.2 road miles or 4 minutes driving time to the subject property.
- *Parks:* No parkland or trails will be required as part of this annexation.The property is actually part of existing City open space and some open space will remain.
- *School facilities:* School District 2 will service this location, although no residential development is contemplated to impact schools: Ponderosa Elementary has 297 students enrolled with a capacity of 394 students; Riverside Middle School has 462 students enrolled with a maximum capacity of 604; and Senior High School has 1638 students enrolled with a maximum capacity of 1686 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.

- *Transit:* The annexed area is not directly serviced by a MET Route. The nearest fixed route bus stops are located approximately 0.5 miles north at State Ave and Riverside Rd or 0.9 miles southwest at King Ave East and Jackson St. MET does not anticipate that fixed-route would operate in the area until more significant commercial and/or residential growth necessitated transit service in the area.
- *Police:* This proposed development is adjacent to established city limits and will not require an adjustment in schedules or staffing at this time. There is sufficient ingress/egress to the area.
- *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 meets a public need identified by the City for animal shelter services, 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. Further, since this is City property being annexed, the City Council did pass a resolution of intent to annex the property at its February 24 meeting and a 20 day comment period has been provided per the Statute.

ALTERNATIVES

The City Council may:

- Approve,
- Conditionally approve or
- Deny the petition for annexation.

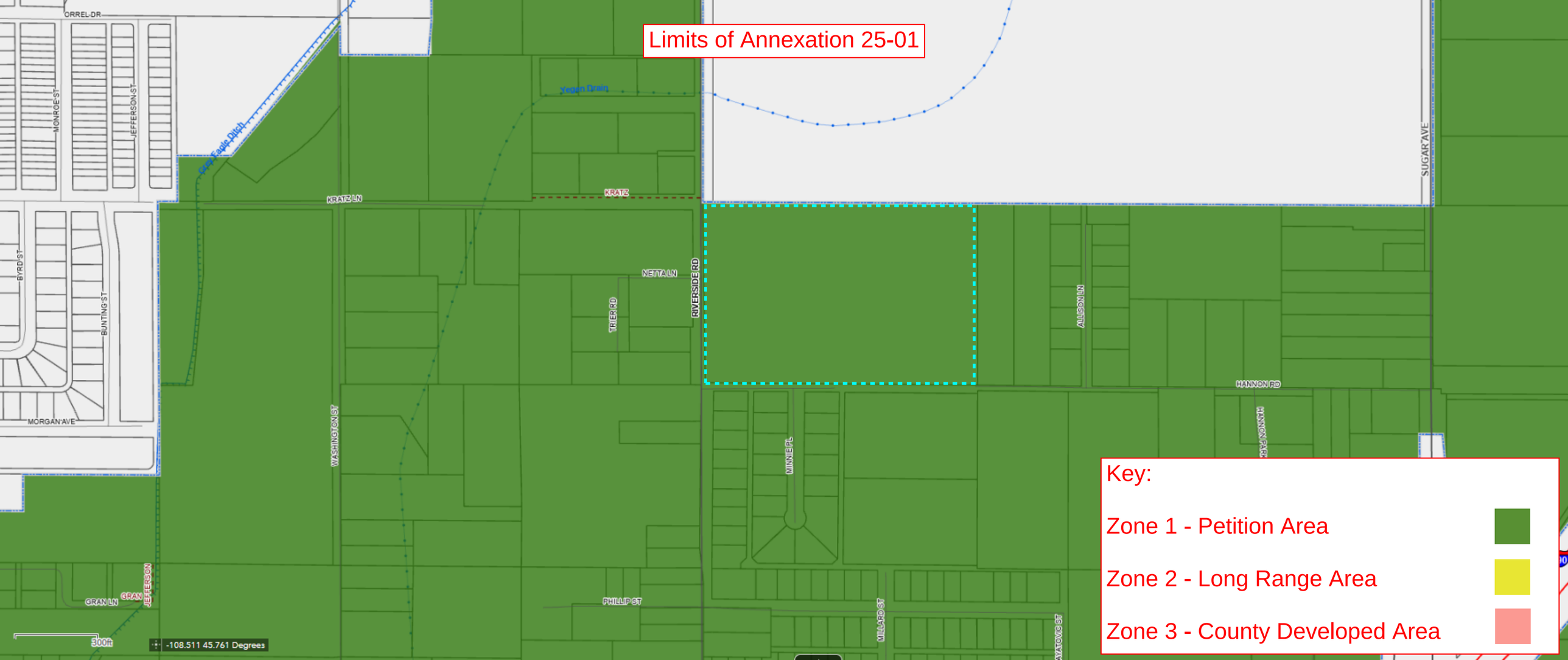
Denial of the petition will mean the City Council cannot consider other agenda items related to this property regarding the development agreement and ward boundary ordinance. It also would not be in alignment with the City initiating this annexation to provide a new location for the regional animal shelter and new veterinary clinic. On January 6, 2025, the annexation petition was submitted to the Planning Division by the City's agent. On February 24, 2025, City Council adopted a Resolution of Intent to Annex Wilson Park. On March 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.

Attachments

Limits of Annexation
Annexation Resolution 25-01


Limits of Annexation 25-01
Yegen Drain
Cree Eagle Ditch
ORREL DR
MONROE ST
JEFFERSON ST
BYRD ST
BUNTING ST
MORGAN AVE
KRATZ LN
KRATZ
NETTA LN
TRIER RD
RIVERSIDE RD
WASHINGTON ST
ALLISON LN
HANNON RD
HANNON RACE
MINNIE PL
SUGAR AVE
GRAN LN
GRAN
JEFFERSON
PHILLIP ST
MILLARD ST
300ft
-108.511 45.761 Degrees
Key:
Zone 1 - Petition Area
Zone 2 - Long Range Area
Zone 3 - County Developed Area

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY OF BILLINGS ANNEXING TERRITORY UNDER TITLE 7, CHAPTER 2, PART 44 OF THE MONTANA CODE ANNOTATED.

WHEREAS, the City Council intends to annex said territory pursuant to Title 7, Chapter 2, Part 44 of the Montana Code Annotated; and

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 passed a Resolution of Intent on February 24, 2025 pursuant to Title 7, Chapter 2 Part 4404; and

WHEREAS, the City of Billings provided notice and held a 20-day notice period pursuant to Title 7, Chapter 2, Part 4405 of the Montana Code Annotated; and

WHEREAS, the City of Billings provided notice and held public hearing pursuant to Title 7, Chapter 2, Part 4406 of the Montana Code Annotated; and

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 44, the following territory is hereby annexed to the City of Billings:

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

See Exhibit “A” Attached

2. CONDITIONS. The annexation is approved, subject to the following conditions:

   1. Within 45 working days and prior to site development, a mutually acceptable Subdivision Improvement 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 44, have been duly and properly followed and taken.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the March 24, 2025.

CITY OF BILLINGS:

BY: _____

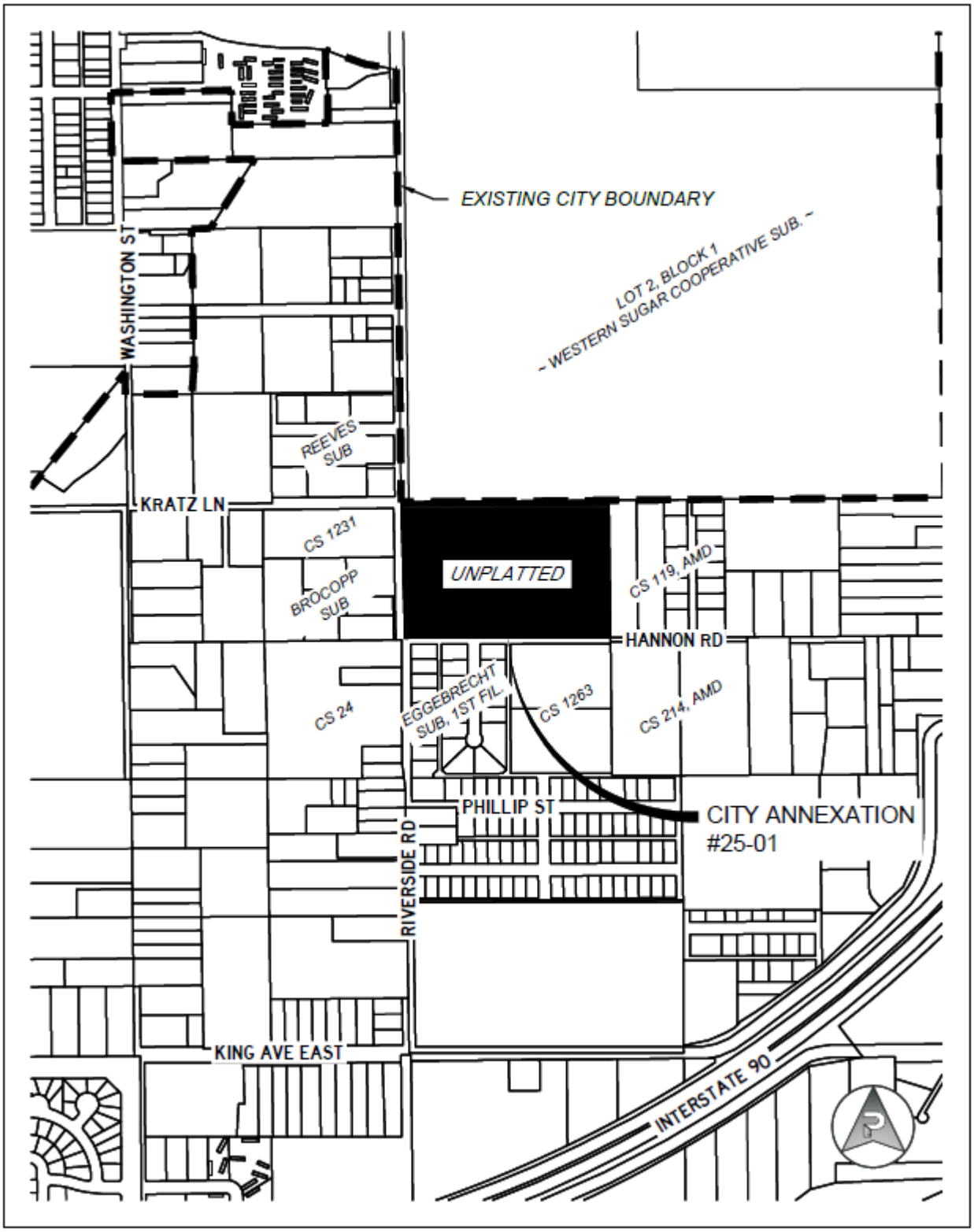
William A. Cole, Mayor

ATTEST:

BY: _____

Denise R. Bohlman, City Clerk

EXHIBIT "A"


EXISTING CITY BOUNDARY
LOT 2, BLOCK 1
- WESTERN SUGAR COOPERATIVE SUB. -
WASHINGTON ST
REEVES SUB
KRATZ LN
CS 1231
BROCOPP SUB
UNPLATTED
CS 119, AMD
HANNON RD
CS 24
EGGEBRECHT SUB, 1ST FIL.
CS 1263
CS 214, AMD
PHILLIP ST
CITY ANNEXATION
#25-01
RIVERSIDE RD
KING AVE EAST
INTERSTATE 90

City Council Regular

Date:	03/24/2025
Title:	Zone Change 1061 - 441 Riverside Rd, Wilson Park, YVAS - Public 1 to Public 2 on 5.145 acres - Pubic Hearing and 1st reading
Presented by:	Nicole Cromwell
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	No
Project Number:	PZX-25-00002

RECOMMENDATION

The Zoning Commission is recommending approval of Zone Change 1061 and adoption of the findings of the 10 review criteria.

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

This is a zone change from Public 1 - Parks and Open Space to Public 2 - Public, civic and institutional for a 5.145-acre portion of a 14.98 acre parcel of land known as Wilson Park. The subject property is owned by the city and the proposed zone change is to facilitate the lease or sale of this portion to the Yellowstone Valley Animal Shelter (YVAS) to build a new regional animal shelter that will benefit the public. There is a concurrent annexation request to bring the entire 14.98-acre park into the city limits. The city is also preparing a subdivision of the property to create the 5.145-acre parcel and dedicate the adjacent Riverside Rd right of way.

Before the code update in 2021, the city only had one zoning district for parks, schools, churches, airports, landfills or public and institutional uses. This zone - Public - was expanded into three separate public zone districts to make the potential uses predictable for surrounding property owners. For example, now most churches and schools are in the Public 2 (P2) zoning district and campuses such as MSUB, and the hospital area are in Public 3 (P3 - Campus - Education, Medical, or Civic). Public zoned land can either be publicly owned or privately owned. Public 1 (P1) zoning is specifically for parks and open space areas. P1 zoning can have buildings and structures that are focused on the primary use of the park or open space area. For example, the Yellowstone Club golf course is zoned Public 1 and has a clubhouse and facilities for golfers and members of the club. The proposed P2 zoning for about one-third of the 15-acre site is in the northwest corner of the property. The remaining area will stay in the P1 zone district.

The property is known as Wilson Park and was willed to the city in 1973. It was previously leased to the nearby Field of Dreams Garden Center and Nursery (3250 Hannon Road) for a tree farm where nursery stock could be grown-on for sale to customers. The 15-acre tree farm did become neglected over the years and eventually, City Parks and Recreation reclaimed the site from the garden center owners and removed all the trees and debris. In the mid-2010s, the City Public Works department did use this area as a place to store snow plowed off city streets. There is no park master plan for this site, although there are bikeways and trails planned around the site for the future.

The YVAS intends to partner with the city to build a new animal shelter on the subject parcel that will expand the capacity of the shelter, provide new and modern facilities, and assist the soon-to-be complete Rocky Vista College of Veterinary Medicine to provide an area for students to receive hands-on training outside a classroom. There will be expanded and secure outdoor space for the benefit of the shelter animals and potential adoptees of pets. Animal shelters are allowed uses within the proposed Public 2 zone district. The public zone district is required to match adjacent zone districts that are adjacent to, or within 150 feet of the exterior boundary of the parcel. The building will be setback from the street with an adjacent parking lot for customers. P1 and P2 uses are intended to be compatible. For example, many schools (P2) are adjacent to public parks (P1). P2 uses can have some impacts on adjacent residential or commercial uses. The landscaping code section does require buffer yards between P2 parcels in separate ownership and between P2 and P3 parcels. The landscaping code does not require a buffer yard between P1 and P2 zoned parcels. The property to the north is zoned Heavy Industrial (I2) and is the location of the waste piles for the sugar beet refinery. The buffer yard for this boundary is the B3 designation that includes sight-obscuring landscaping and fencing. The properties across Riverside Rd to the west are outside the city limits and zoned General Commercial (C3). Most are developed for small or medium-sized businesses. To the south of Hannon Rd (south boundary of the entire parcel), is a small neighborhood of single family homes in the county. This neighborhood east of Riverside Road is zoned Large Lot Suburban Neighborhood (N4) and has city water provided through county water lines. Many residences and businesses on Riverside Rd also have access to city water through county water lines.

Traffic volume on Riverside Road is low at about 1,500 vehicle trips per day. King Ave East at the south end of Riverside Road has about 2,600 vehicle trips per day. State Avenue at the north end of Riverside Road handles about 7,500 vehicle trips per day. The County Road and Bridge shops are at the south end of Riverside Rd at the intersection of King Ave East. Riverside Road is a collector street. King Ave East and State Avenue are minor arterial streets. The posted speed limit on all three streets is 35 mph. The county provides annual maintenance of Riverside Rd and may chip seal the right of way from time to time. Connected local streets in the county are generally gravel roads, except for Stone St., Phillip St. and Millard St. just north of the county shops.

The current YVAS shelter on Monad Rd takes in over 5,000 animals per year, most of those through the three contracts they maintain with the City of Billings, Yellowstone County and the City of Laurel. Due to space constraints, stray cats outside the city limits are only taken in on a case by case basis. Many services are offered by the shelter, including training, education, spay and neuter clinics and a "Working Cats Program" that focuses on adopting cats to owners who can provide an outdoor lifestyle with shelter (barn, garage, outbuilding) for these at-risk felines. The 2023 Annual Report to the Community from YVAS is attached to this report. The current shelter hours open to the public are Monday, Tuesday, Thursday, and Friday from Noon to 7 pm, closed on Wednesday and half days on Saturday and Sunday from Noon to 5 pm. These hours may or may not change when the new facility is occupied. The YVAS hopes to begin construction in 2026 and be open in 2027.

APPLICATION DATA

OWNER: City of Billings
AGENT: Yellowstone Valley Animal Shelter and Performance Engineering
LEGAL DESCRIPTION: Unplatted parcel in Sec 10 NE1/4SE1/4, T1South, R26East
ADDRESS: 441 Riverside Rd
CURRENT ZONING: Public 1 (P1- Parks and Open Space)
PROPOSED ZONING: Public 2 for 5.145 acres in Northwest corner (P2-Public, civic and institutions)
EXISTING LAND USE: Vacant land - known as Wilson Park
PROPOSED LAND USE: Same with Animal Shelter in the northwest corner
SIZE OF PARCEL(S): 14.988 acres total with 5.145 acres zoned P2 and remainder zoned P1

SURROUNDING LAND USE & ZONING:

NORTH: Heavy Industrial (I2) - Western Sugar Beet Refinery

SOUTH: Public 1 (P1) and Large Lot Suburban Neighborhood (N4) - Wilson Park and single family dwellings in Eggebrecht Subdivision (County)

EAST: Public 1 (P1) Wilson Park and Light Industrial (I1) - shops and warehouses

WEST: General Commercial (C3 - County) - Shops, warehouses and single family dwellings

The Planning staff reviewed the application and drafted findings for the 10 review criteria for the zone change. The staff recommended approval based on the draft findings. The Zoning Commission concurred with these findings and the recommendation for approval. The request for a Public 2 zone is supported by the goals of the 2016 Growth Policy to expand and create partnerships that support necessary community services, that allow existing businesses to expand and grow. Actions that support community investments will attract and retain a strong, skilled, and diverse workforce. The future partnership with the new College of Veterinary Medicine is an example of a beneficial partnership that will support and grow new businesses in Billings and Yellowstone County. The proposed zoning on the subject parcel is compatible with the adjacent zoning and land uses. The industrial land use to the north is active only for a few months each year and the commercial uses on the west side of Riverside Road will not be affected by the new development other than temporary construction traffic when the new facility is built. The remaining area of Wilson Park will stay as city-owned open space and will provide a good separation and buffer for residential uses to the south. Riverside Road is currently a county right of way and the proposed annexation will include the portion of Riverside Road along the west side of Wilson Park.

STAKEHOLDERS

The applicant's agent conducted a pre-application neighborhood meeting on December 18, 2024, at the Riverside Middle School on Washington Street to the northwest of the subject property. Ten surrounding owners signed in to the meeting. Attendees from Minnie Place, the neighborhood south of Hannon Road, expressed concern about water pressure in their homes if a new and bigger user connects to the main water line on Riverside Rd. Attendees stated their water comes through a county water line that has not been maintained and suspect the water pressure is kept low to prevent pipe breaks. Neighbors were also concerned about traffic increases and whether the city would require improvements to Riverside Rd and who would pay for those improvements.

The agent stated that since the right of way for Riverside is too far away from any city-level improvements, it is not likely the city will require improvements at the time of development. The agent stated there would be a waiver of any right to protest road improvements in the future. The agent stated the annexation and zone change will continue the expansion of city-level services in the area and could lead to future road and service improvements. The agent stated the purpose of the zone change is not to allow any improvements except for the YVAS. The city does not intend to sell this 5.1-acre parcel to any other developer. The agent addressed concerns about the impact on groundwater from well pumping or runoff, and sanitary sewer waste. The agent stated the new facility will tie into both sanitary sewer lines and city water. The agent stated all storm water runoff would be captured and stay on the property. The city's storm water regulations require capture and treatment of the runoff.

The agent responded to concerns about the potential spread of animal diseases such as Parvo and Brucellosis. The agent stated one of the reasons for this new facility is to have a quarantine area for animals that are sick to limit transmission to other animals. The new facility will do a better job of disease control than the current shelter. The agent responded to concerns from neighbors that may have "barn cats" that would be mistaken for stray animals and taken to the shelter. This would require the owners to pay fees to get the animals returned. The agent responded that the YVAS is diligent about the intake of animals that are suspected strays and will try to assure neighbor's animals are not taken in by mistake. The agent answered questions about potential odors from the facility and crematory. The agent stated the location would be to the far north of the property and all code requirements for filtering crematory exhaust would be followed. The agent responded to concerns about animal noise (dogs barking) spreading throughout the neighborhood. The agent stated YVAS is working with a sound engineer and designer to ensure that animal or facility noises do not disturb the surrounding property.

Planning staff posted the zoning request sign on the property and mailed the 1/4-mile notification list of the pending zone change. In addition, the application details were published on the Planning "current zoning applications" webpage and a legal ad was published in the newspaper of record.

Zoning Commission public hearing February 4, 2025
The Zoning Commission held a hearing on February 4, 2025, and received the Planning staff recommendation and report as well as testimony from the agent, Craig Dalton, PE of Performance Engineering and Triniti Halverson, Director of YVAS. Public testimony was received from Richard Edwards of 521 Minnie Place, Randy Crable of 528 Minnie Place, Jody Kaiser of 252 Riverside Rd, Dave Hagstrom of 3042 Allison Lane and Diana Lynch of 527 Minnie Place.

The Zoning Commission members asked questions of the staff and agents related to the Land and Water Conservation easement on the property and access to city water and sewer services. The staff clarified the proposed use and Public 2 zone requirements. The agent and staff provided a brief explanation of the easement restrictions and how those might be moved to another park parcel of similar value. The agent responded to questions regarding the concept site plan and traffic generation.

The public testimony concerned the potential for smells from a crematory, animal waste, the possible spread of disease from sick animals that are dumped at the shelter and the non-park use of what should have been a city park when it was gifted to Billings in 1973. Comments were received that the current animal shelter is not as close to residential areas as this shelter will be when it is built. The current shelter is about 1,100 feet away from the closest neighborhood. The proposed property for the YVAS, measured property line to property line, will be 240 feet north of Minnie Place. Public testimony also stated there are some residents who live in the commercial buildings across the street and these people will be impacted by the increase in traffic and noise from the shelter.

Ms. Halverson responded to the concerns regarding the animal shelter operations. She stated the shelter currently does not operate or control the crematory at the facility. This crematory is owned and maintained by the City's Animal Control Division. She stated the new shelter is intended to house both the YVAS and the Animal Control Division. The current building is owned by the city and YVAS pays a lease fee and has a contract with the city to provide shelter services for animals brought in by Animal Control and by the residents of Billings. The new location will be owned by YVAS and Animal Control will pay a lease fee to YVAS for their use of a part of the new building. YVAS will not operate the crematory in the new building. This will remain the responsibility of the Animal Control Division.

Ms. Halverson stated that while some animals do come into the shelter with disease, they are always diagnosed and treated if possible on site. The staff veterinarians follow all guidelines for the proper care of animals. She stated the shelter does not take animals from the reservation where Parvo and Brucellosis are prevalent in domestic animal populations. She stated all outdoor exercise for dogs will be done on the property and the shelter is committed to providing a walking trail that can be used by any member of the community. Walking shelter dogs outside the property on Riverside Rd would not be safe. Ms. Halverson welcomed the opportunity to learn about the neighbors' concerns so YVAS can be good neighbors.

The Zoning Commission Chair Dan Brooks closed the public hearing. Commission member Dave Goss made a motion to recommend approval and adoption of the findings of the 10 review criteria. The motion was seconded by Commission member Andy Megorden and was approved on a five to zero vote.

Valid Protest Petition Submitted February 21, 2025

The Planning staff received documents regarding a "valid" protest against the proposed zone change on February 21, 2025. February 21, 2025, was the Friday before the originally scheduled first reading of the zone change on February 24, 2025. The first reading was delayed to March 24, 2025.

In order to trigger a valid protest, the owners of 25% or more of the lots or units within 150 feet of the exterior boundary of the zone change parcel must sign a petition. The Planning staff verified the signatures of the property owners within 150 feet of the exterior boundary on the petition. There are seven properties within 150 feet of the zone change. Four of the seven properties are in protest of the zone change. Three of the four properties have the same ownership. Additional petition signatures were submitted that represent owners further away from the exterior boundary of the zone change. Both the valid protest petition and the other petitions are attached to this report.

A valid protest requires the City Council to achieve a 2/3 majority vote of the present and voting members of the Council in favor of the zone change in order for the request to be approved. A 2/3 majority vote is required for both first reading and second reading.

ALTERNATIVES

The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1061 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1061; or,
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public has not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application at this time.

FISCAL EFFECTS

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

SUMMARY

Prior to making a decision the City Council shall consider the following recommended findings from the Zoning Commission:

1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?

The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy:

- *Essential Investments*

  Public health and safety and emergency service response are critical to the well-being of Billings' residents, businesses, and visitors.
  Providing a healthy and adequately sized shelter for stray animals, and the opportunity for adoption of domestic pets is essential to the well-being of Billings residents. The current facility is space constrained and cannot provide many animal services to the community. YVAS has a partnership agreement with Billings, Yellowstone County, and the City of Laurel. The City Council has offered a portion of this land - either for purchase or long-term lease - to allow YVAS to build a modern facility that will better serve the public safety needs of the city and county. The current location on Monad Rd is adjacent to similar land uses, including a public cemetery, Sysco Food Service warehouse, the MET bus facility, and neighborhoods to the north and east.

  Infill development and development near existing city infrastructure may be the most cost-effective.
  This location is adjacent to the existing city limits and has access to existing city water and sewer lines. The constraints of locating an animal shelter facility that is close enough to infrastructure, centrally located on a

collector or arterial street but separated from sensitive land uses such as residential neighborhoods, health care facilities and similar uses is a challenge. The proposed development will follow the landscaping and screening requirements and is separated from the neighborhood to the south by more than 240 feet. The YVAS and Performance Engineering have engaged an acoustical specialist to review the site plan and facility to ensure sounds do not carry over into neighborhood dwellings.

Infrastructure and service investments that stabilize or improve property values, secure future utility costs, consider maintenance costs, and improve our environmental quality far into the future (i.e. energy efficient) are desirable.
Investment in extending the city infrastructure to this parcel will improve the city's ability to serve this area of the Southwest Corridor. The area has been completing and installing city services within the city limits using the Tax Increment Fund available for the area. This has helped existing neighborhoods to become healthier and safer. Incremental extension of city services is the most cost-effective. Annexation of the city land will ensure public use of the property is done according to city regulations.

- *Community fabric*

  Cost-effective landscaping of public rights-of-way and entryways makes Billings more visually appealing to residents and visitors.
  New development on the northwest corner of the property will help improve the street frontage landscaping and make this area south of the Western Sugar Beet Refinery retention ponds more visually appealing. The City engaged in a major clean out of the property when it was re-claimed from the Field of Dreams Greenhouse and Nursery. The area was used as a tree farm by this business but the maintenance and cleanliness of the tree farm had been neglected for a number of years. Using a combination of city parks personnel and volunteers, the tree farm was cleaned out. The City Parks and Recreation Department is fiscally constrained. The City only provides minimal maintenance for this park outside the city limits. It was gifted to the City in 1973 and named Wilson Park. The park has been declared surplus land more than once by the City Council. Developing part of this park for an animal shelter, annexing the land to the city limits will allow the parks department to better use resources to maintain the remainder of the property.

- *Prosperity*

  Predictable, reasonable city taxes and assessments are important to Billings taxpayers.
  A diversity of available jobs can ensure a strong Billings economy.
  Successful businesses that provide local jobs benefit the community.
  Community investments that attract and retain a strong, skilled and diverse workforce also attracts businesses.
  Retaining and supporting existing businesses helps sustain a healthy economy.
  Continued workforce training benefits the community and helps attract and retain businesses.
  The proposed new animal shelter will support all of these goals for community prosperity. The current shelter is limited in size and capacity to handle all the animals that need shelter care. The city will soon have the first-in-Montana veterinary college for training doctors of veterinary medicine and all the other veterinary careers including veterinary technicians and technologists. While YVAS is a not-for-profit organization, the ancillary benefits of their programs include attracting new and advanced animal care businesses, schools and investment in retail pet care programs. All of their work is vital to improving the prosperity of Billings and the surrounding county.

2. Is the new zoning designed to secure from fire and other dangers?
The new zoning requires setbacks, open and landscaped areas, and building separations. The Public 2 zoning considers the surrounding zoning for siting of buildings and building characteristics. The new zoning, as do all zoning districts, provides adequate building separations to provide security from fire and other dangers. Additionally, the annexation of the property provides for municipal water service and sewer service for the site. Any new construction on the site will follow applicable building codes, engineering standards for storm water control, connection to city services and parking lot construction. All zoning requirements will be followed.

3. Whether the new zoning will promote public health, public safety and general welfare?
Public health and public safety are promoted by the proposed zoning. New construction on the site will follow engineering code, building code, and zoning code requirements to ensure and promote public health, public safety and general welfare. Public health and public safety will be promoted by the proposed zone change. Additional shelter space will provide more public safety from stray animals, provide more opportunities for spay and neuter clinics, and help train residents in better care for domestic pets of all types.

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

Transportation: The existing zoning and new development will increase traffic on the adjacent street network when the development is completed (2027). City Engineering will review any new development proposed to determine required traffic management. The county right of way will be annexed but city-level improvements are not close to this location. A waiver of the right to protest a future SID will likely be required. The proposed development will have two access points to Riverside Road. Interior site security will feature gates and fencing to allow authorized personnel access 24 hours a day while limiting public access to daytime hours. The final site configuration will be reviewed by City engineering, planning, building as well as public safety departments.

Water and Sewer: The City will provide water and sewer for the property. The utilities will be provided in accordance with the associated annexation agreement that is mutually agreed upon between the City of Billings and YVAS. This agreement is a strict condition of approval for annexations. Water will be extended to the property from the existing main in Riverside Road and sewer will be extended from the main in Kratz Lane on the north property boundary.

Schools and Parks: Schools and parks should not be negatively affected by the proposed zoning. The proposed development does not include residential uses. Therefore, additional students due to this zone change would not be anticipated. It should be acknowledged that with new jobs in the community, the school district may realize some increase in the student population. However, the zone change does not have a direct correlation to this potential increase.

Fire and Police: The subject property is served by city and county public safety services. The property is currently served by the Billings Fire Department through the BUFSA and, upon annexation, will continue to be served. The nearest fire station is Fire Station NO. 4 at the intersection of Terry Ave and 6th St West. The station is approximately 2.3 road-miles away. The Police and Fire Departments expressed no concerns about this zone change.

5. Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed zone, like all zones, requires setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant, therefore any new structure(s) will be required to meet the zoning standards required by Section 27-500 (Public zones), engineering standards and building code requirements.

6. Will the new zoning effect motorized and non-motorized transportation?
The new zoning itself will not impact motorized and non-motorized transportation. Once developed, there will be increased volume to the transportation network, both motorized and non-motorized. The Billings Area Bikeways and Trail Master Plan calls for a future multi-use trail along Riverside Road. This will not be developed with this project but will be part of a future project when the road is improved to city-level standards. The site is planned to have interconnected walking paths and trails.

7. Will the new zoning promote compatible urban growth?
The proposed zoning is compatible with the adjacent zoning and existing uses in the vicinity. The proposed new shelter facility will be more than 240 feet north of the county neighborhood on Minnie Place. This neighborhood was developed in the early 1960s with county water lines. Homes were built on the property starting in the 1960s and up through the 1980s. The neighborhoods to the south are also county residential areas with city water provided through county-maintained water lines. There is no access to city sewer in these neighborhoods.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?
The proposed zoning does consider the character of the district and the suitability of the property for the proposed use. The proposed zoning will allow a proposed animal shelter. The city does not intend to sell or lease the Public 2 zoned property to other entities. The proposed zoning and development is compatible with the adjacent zoning and existing development and uses in the vicinity.

9. Will the new zoning conserve the value of buildings?
The property is currently vacant, therefore the new zoning will not have an impact on the value of buildings on the parcel. Any new structures will need to be in compliance with zoning, engineering and building codes. New development tends to increase surrounding property values.

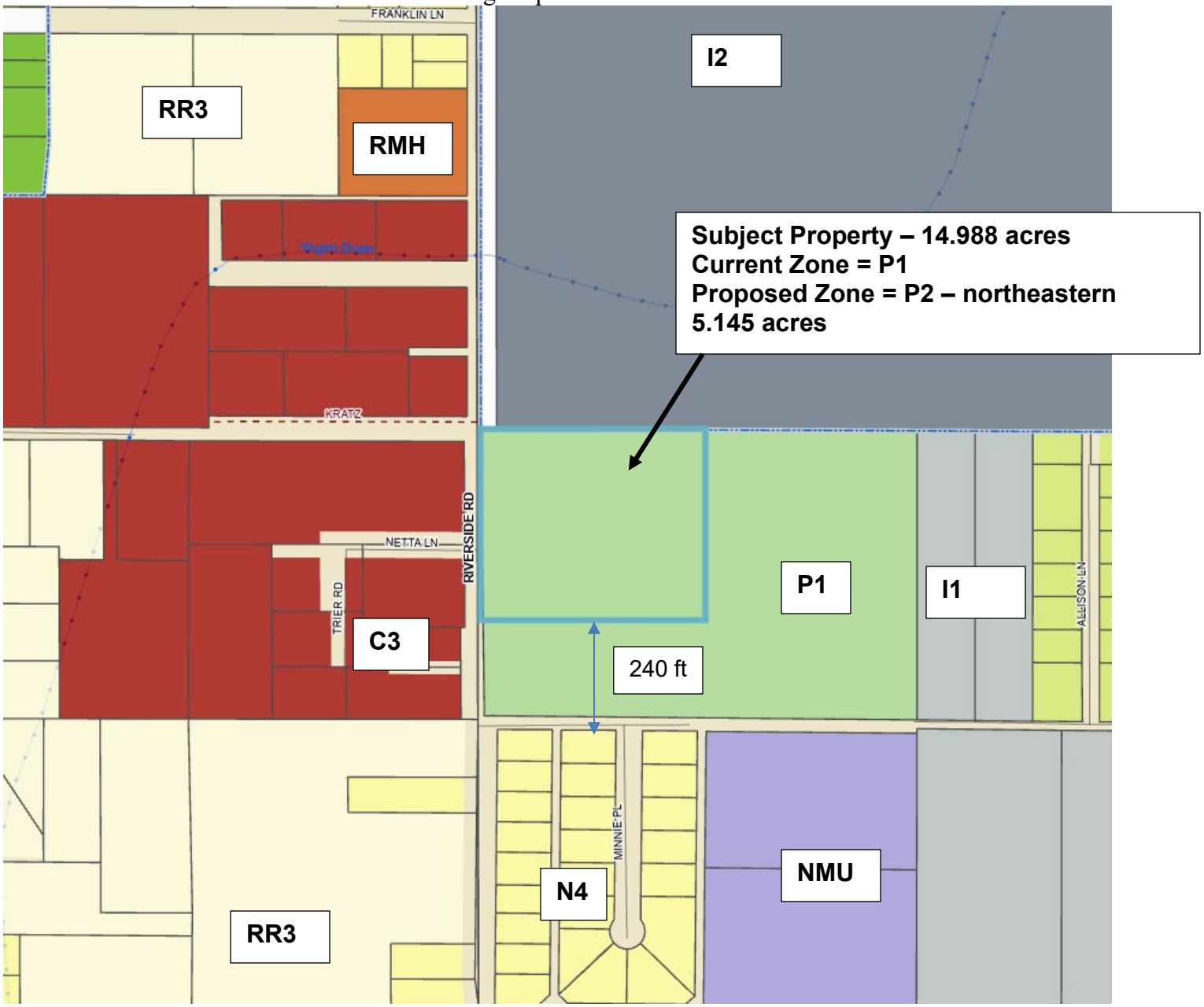
10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
YVAS has chosen the Public 2 zone as the most appropriate zone and intends to develop the property in accordance with the requirements of the zoning. The use of the animal shelter on the property will be appropriate given its location on a collector street, separated from neighborhoods, and other sensitive land uses will encourage the most appropriate use throughout the City of Billings.

Attachments

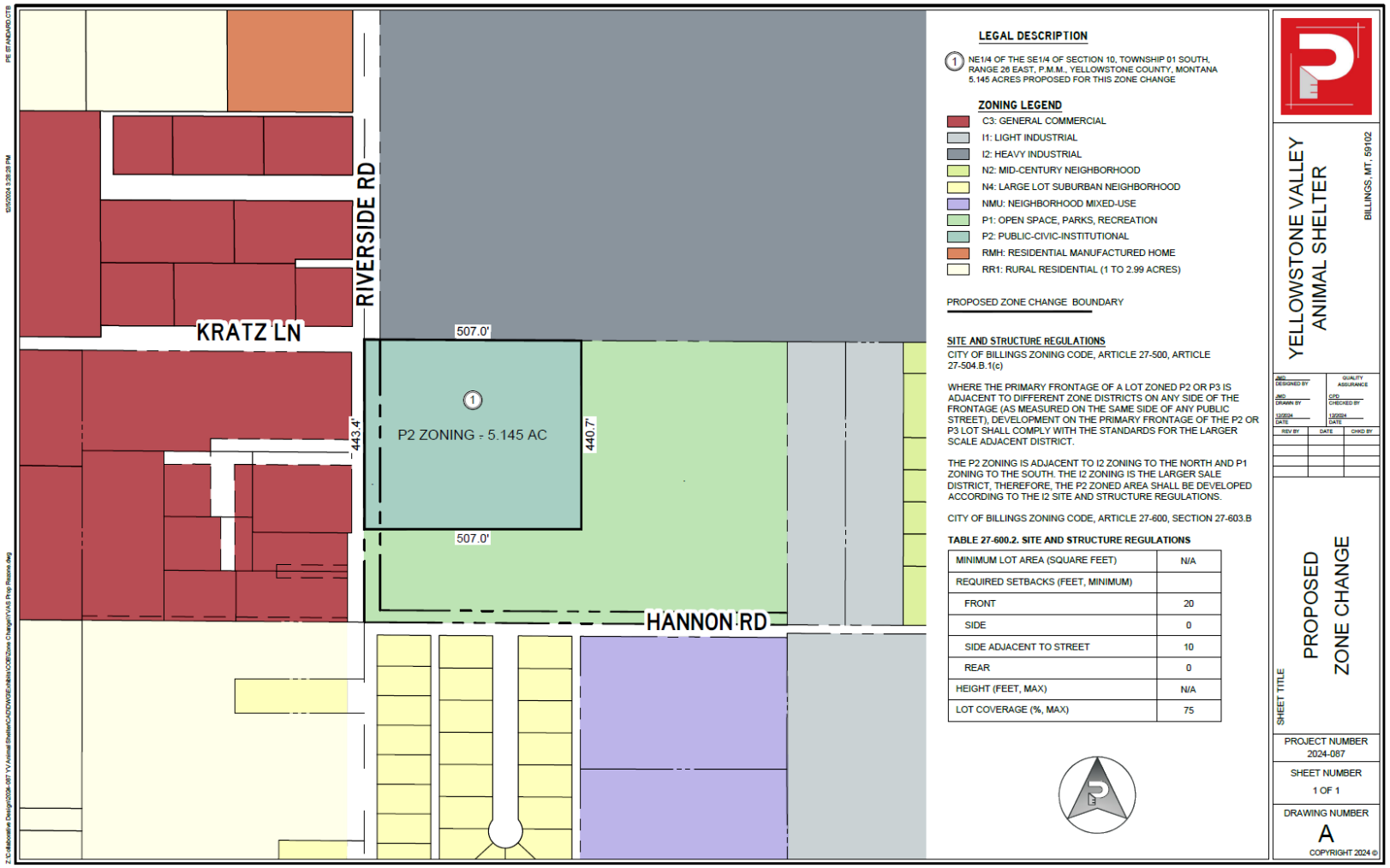
Zoning Map and Site Photos ZC 1061
Zoning History Chart ZC 1061
Zoning Procedures
YVAS Community Report
Pre application info ZC 1061
Application and Letter ZC 1061
Updated Ordinance ZC 1061
Valid protest petition ZC 1061
Petition against ZC 1061 from owners outside the valid protest area

City Zone Change 1061 – 441 Riverside Rd – P1 to P2 – northwestern 5.145 acres of a 14.988-acre parcel

Zoning Map and Site Photos



Zoning Exhibit



LEGAL DESCRIPTION

(1) NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA
5.145 ACRES PROPOSED FOR THIS ZONE CHANGE

ZONING LEGEND

- C3: GENERAL COMMERCIAL
- I1: LIGHT INDUSTRIAL
- I2: HEAVY INDUSTRIAL
- N2: MID-CENTURY NEIGHBORHOOD
- N4: LARGE LOT SUBURBAN NEIGHBORHOOD
- NMU: NEIGHBORHOOD MIXED-USE
- P1: OPEN SPACE, PARKS, RECREATION
- P2: PUBLIC-CIVIC-INSTITUTIONAL
- RMH: RESIDENTIAL MANUFACTURED HOME
- RR1: RURAL RESIDENTIAL (1 TO 2.99 ACRES)

PROPOSED ZONE CHANGE BOUNDARY

SITE AND STRUCTURE REGULATIONS

CITY OF BILLINGS ZONING CODE, ARTICLE 27-500, ARTICLE 27-504.B.1(c)

WHERE THE PRIMARY FRONTAGE OF A LOT ZONED P2 OR P3 IS ADJACENT TO DIFFERENT ZONE DISTRICTS ON ANY SIDE OF THE FRONTAGE (AS MEASURED ON THE SAME SIDE OF ANY PUBLIC STREET), DEVELOPMENT ON THE PRIMARY FRONTAGE OF THE P2 OR P3 LOT SHALL COMPLY WITH THE STANDARDS FOR THE LARGER SCALE ADJACENT DISTRICT.

THE P2 ZONING IS ADJACENT TO I2 ZONING TO THE NORTH AND P1 ZONING TO THE SOUTH. THE I2 ZONING IS THE LARGER SALE DISTRICT, THEREFORE, THE P2 ZONED AREA SHALL BE DEVELOPED ACCORDING TO THE I2 SITE AND STRUCTURE REGULATIONS.

CITY OF BILLINGS ZONING CODE, ARTICLE 27-600, SECTION 27-603.B

TABLE 27-600.2. SITE AND STRUCTURE REGULATIONS

MINIMUM LOT AREA (SQUARE FEET)	N/A
REQUIRED SETBACKS (FEET, MINIMUM)	
FRONT	20
SIDE	0
SIDE ADJACENT TO STREET	10
REAR	0
HEIGHT (FEET, MAX)	N/A
LOT COVERAGE (%, MAX)	75

YELLOWSTONE VALLEY ANIMAL SHELTER

BILLINGS, MT, 59102

JMD DESIGNED BY | QUALITY ASSURANCE
JMD DRAWN BY | CPD CHECKED BY
12/2024 DATE | 12/2024 DATE

REV BY	DATE	CHKD BY

SHEET TITLE: PROPOSED ZONE CHANGE

PROJECT NUMBER 2024-087

SHEET NUMBER 1 OF 1

DRAWING NUMBER A

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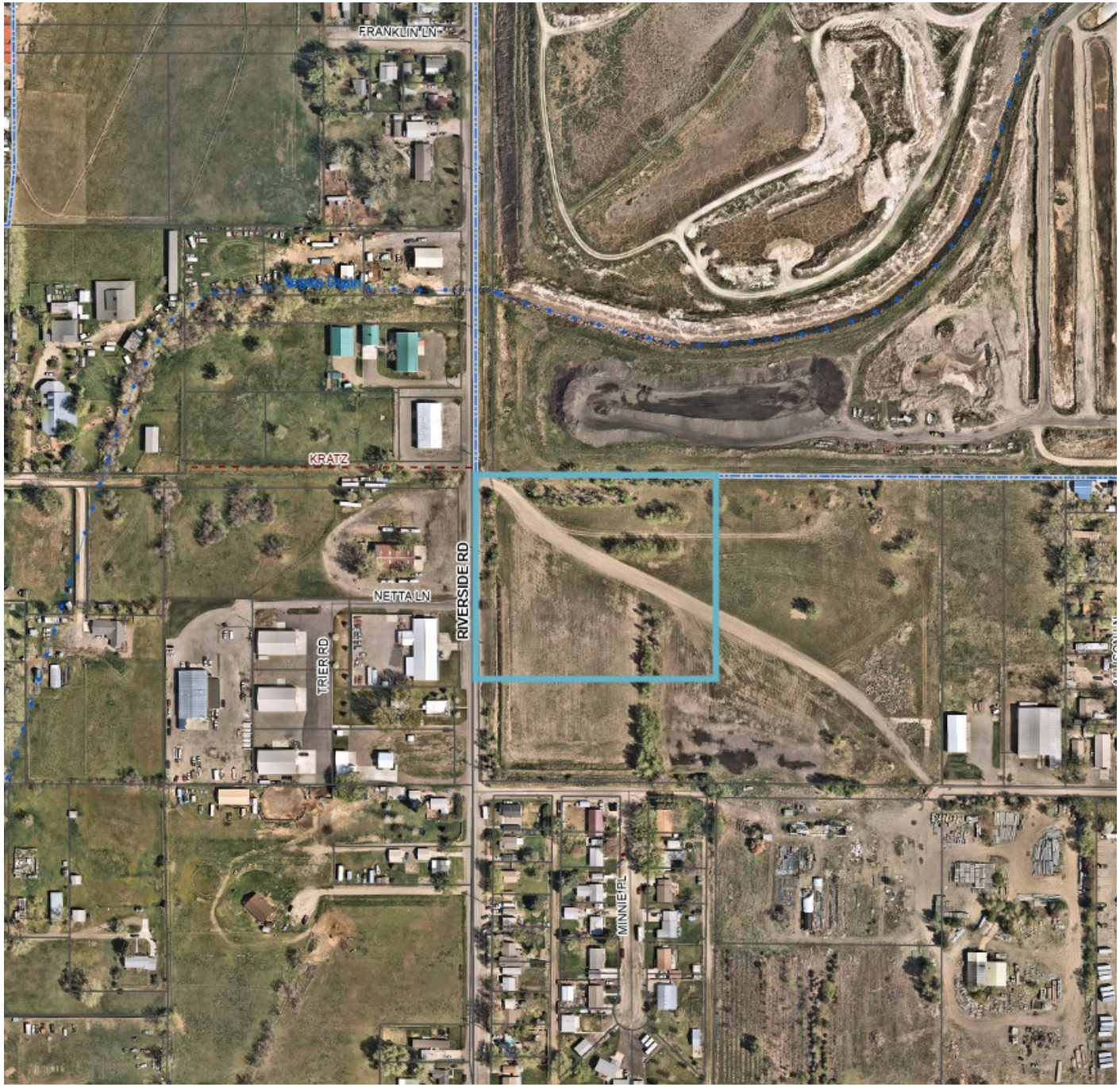


Subject Property May 2023 aerial

Subject Property – 441 Riverside Rd

View south east from Riverside Rd

View southwest across Riverside Rd

West across Riverside Rd

View northwest across Riverside Rd

View northeast across subject property

Current location of YVAS at 1735 Monad Rd
Facility built in 2003
Location of Animal Control Division (City) and
YVAS (agreement with City – 2009)

APPLICABLE ZONING HISTORY
City Zone Change 1061 – Willson Park – P1 to P2

SUBJECT PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
None – name Wilson Park			Public		Original zoning in County
Surrounding Property	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
3250 Hannon Rd Former Field of Dreams Nursery & Garden Center	County ZC 714	1/24/2023	NMU to I1	Withdrawn	County ZC recommended denial
Riverside Middle School	Map correction	1/20/2022	RMH to P2	Administrative	SD No. 2 acquired parcel
Bethel Baptist Church 4119 Clevenger	ReCode Map Update	1/25/2021	R-60 to P2	Map Update	Most Churches and Schools updated to P2 as part of ReCode
Orchard Elementary School 120 Jackson	ReCode Map Update	1/25/2021	R-70 and Public to P2	Map Update	Consolidated zoning to P2
The Church of God Prophecy 4150 Stone St	ReCode Map Update	1/25/2021	R-70 to P2	Map Update	Church update to P2
Christ the King Evangelical Lutheran 766 Calhoun & 759 Newman Ln	ReCode Map Update	1/25/2021	EGC to P2	Map Update	Church property update to P2
3250 Hannon Rd	County ZC 336	4/26/83	R-150 to CI	No	
3716 S Frontage Rd	County ZC 296	9/17/80	A1 to CC	No	
3716 S Frontage Rd	City ZC 419	1/23/84	A1 to RMH	Yes	
3716 S Frontage Rd	County ZC 604	6/20/07	RMH to CI	Yes	
4600 S Frontage Rd	City ZC 740	12/13/04	A1 to EGC	Yes	
4410 S Frontage Rd	City ZC 689	4/22/02	Planned Dev-CC	Yes	

Sec. 27-1628. Zone change.

E. *Review and decision-making.*

1. *City zoning commission recommendation.*

(a) The city zoning commission shall make a recommendation to the city council to:

(1) Deny the application;

(2) Approve the application.

(b) Prior to closure of the public hearing, the zoning commission may also grant a request, without prejudice to the applicant, to allow:

(1) Withdrawal of the application; or

(2) A delay of the public hearing not to exceed sixty (60) days.

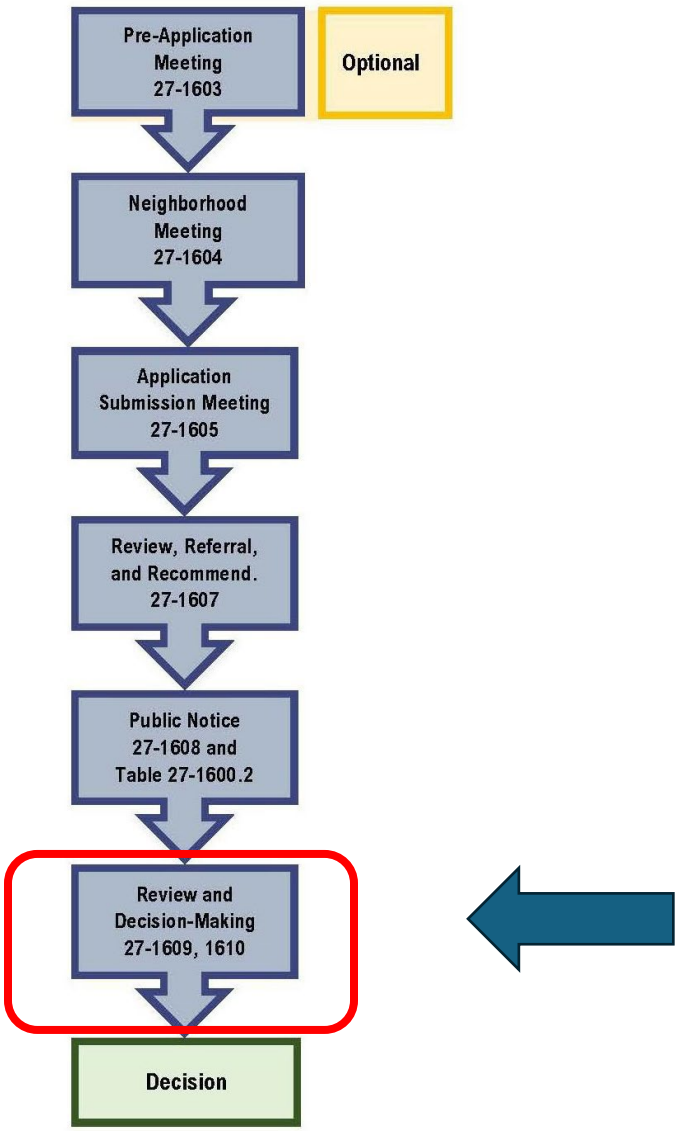
(3) Only one delay request by the applicant will be granted by the zoning commission.

(c) The zoning commission on its own motion, may continue the public hearing to a date certain, in response to a finding for any of the decision criteria in subsection 27-1628.D., that requires additional information from the applicant. Only one continuance, not to exceed sixty (60) days, on its own motion can be considered by the zoning commission.

(d) Recommendations from the zoning commission shall be based on findings of fact and shall be transmitted to the applicant or applicant's agent, and the city council within fifteen (15) calendar days of the conclusion date of the public hearing before the zoning commission.

(e) The recommendation of the zoning commission shall be published in a newspaper of general circulation.

(f) A report of the commission's recommendation, findings and conclusions shall be submitted to the city council.



Yellowstone Valley ANIMAL SHELTER

2023 REPORT TO THE COMMUNITY

Building a community where every animal is cared for

REPORT TO THE COMMUNITY: 2023

Yellowstone Valley ANIMAL SHELTER

YOUR SUPPORT + OUR PROGRAMS = LIVES SAVED

Yellowstone Valley Animal Shelter (YVAS) continues to advance animal welfare and shape the way organizations care for animals and engage their communities. Because of our supporters, we are that much closer to meeting our vision of building a community where every animal is cared for.

Adoptions & Surrenders

YVAS helps thousands of dogs, cats, and other companion animals in need find loving homes each year. In 2023, we placed more than 95 percent of the animals entrusted to our care. Together we helped 2,445 animals find new homes and served thousands of Yellowstone County families through free and affordable programs for people and pets.

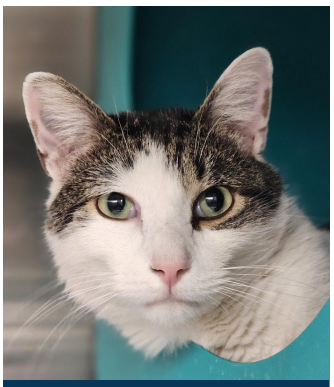
The success of YVAS' shelter program is reflected in three key measures: the total number of animals admitted for rehoming, the percentage of animals with live placements (save-rate), and the average length of stay in the shelter. YVAS continues to achieve strong results across all three metrics.

WE'RE PROUD TO REPORT A

95%

SAVE-RATE FOR THE ANIMALS IN OUR CARE

4,937 ANIMALS ARRIVED AT YVAS

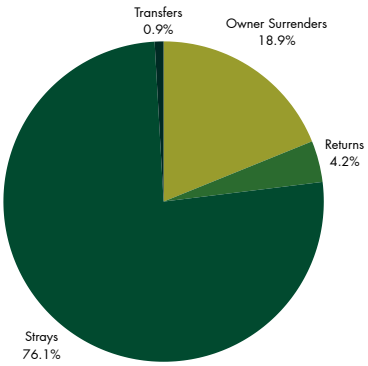


6 DAYS IS THE AVERAGE AMOUNT OF TIME THAT A CAT WILL STAY AT YVAS

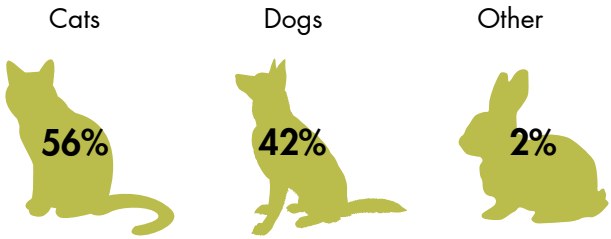
4 DAYS IS THE AVERAGE AMOUNT OF TIME THAT A DOG WILL STAY AT YVAS

COMPANION ANIMAL INTAKE

Companion animals by intake:



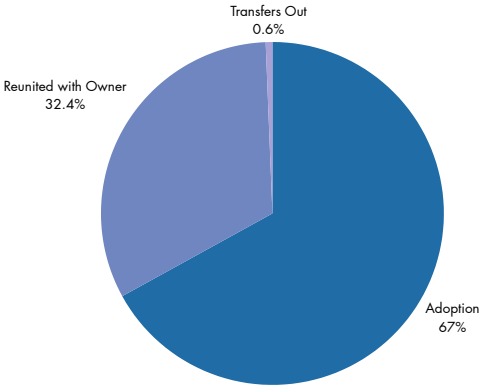
Companion animal intake by species:



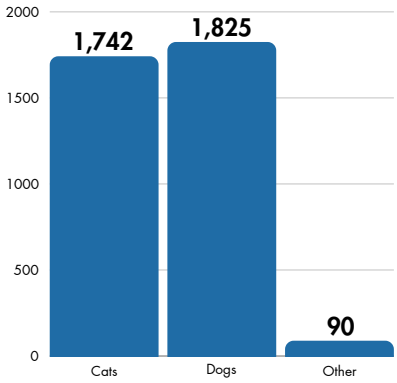
*** Other animals, also called "Pocket Pets", include small companion animals such as rabbits, guinea pigs, birds, reptiles, etc. ***

COMPANION ANIMAL PLACEMENT

Companion animal placement by type:

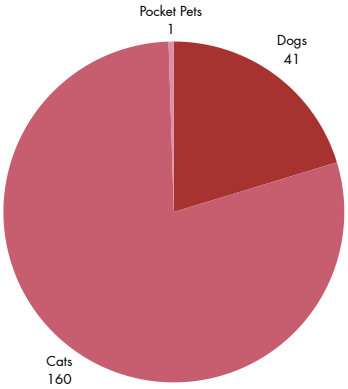


Companion animal placement by species:



COMPANION ANIMAL EUTHANASIA

Euthanasia by species:



*** YVAS is committed to taking in every animal in need. Unfortunately, some animals come to us with severe or untreatable illnesses or behavior issues that prevent us from placing them in the community. If we cannot help an animal become healthy or if it is not suitable for placement, humane euthanasia is the most compassionate alternative. At all costs, YVAS avoids euthanizing healthy animals. There is also no time limit for animals in our care. ***

Community Engagement

YVAS works with individuals and organizations to create a more humane world for animals. Our community outreach programs aim to increase the overall health and well-being of animals by empowering animal lovers and pet owners alike.

29

Teams completed 6-week obedience courses, taught by our Humane Education Coordinator.

124

Children attended Feline Fan Clubs. These events allow children to develop their reading skills & boost self-esteem while providing valuable socialization to animals.

38

Various outreach & educational events held throughout the Billings & Yellowstone County community.

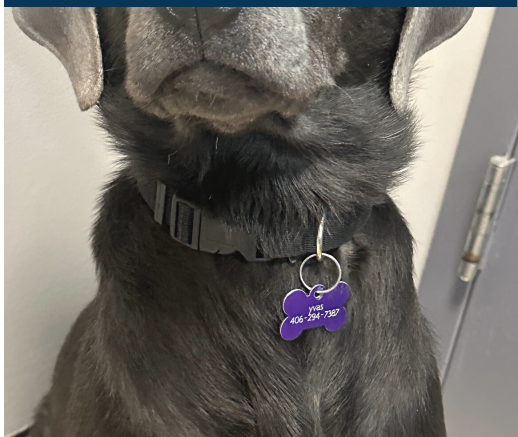
Shelter Diversion

We believe that the best place for a pet is with the families that love them. This is why we've greatly expanded our shelter diversion programs. These programs are designed to keep pets in their own homes or provide other alternatives to prevent them from entering shelters.

72 SENIOR OWNERS & PETS HELPED BY THE PALS PROGRAM

263 ANIMALS LISTED VIA OUR HOME TO HOME PROGRAM

2,794 FREE ID TAGS GIVEN OUT



Public Veterinary Services

Yellowstone Valley Animal Shelter believes that all pet parents should have access to basic medical care for their furry family members. Sometimes that cost of care is more than many can afford, causing owners to make sacrifices so their pets can have necessary medical treatments. YVAS is proud to offer a variety of low-cost veterinary services for publicly-owned pets to better meet the needs of pets within our community.

LOW-COST SERVICES:

934
PUBLIC VACCINES ADMINISTERED

137
MICROCHIPS GIVEN AT CLINICS

517
SPAYED & NEUTERED AT LOW-COST CLINICS

45
CATS FIXED & VACCINATED VIA TRAP-NEUTER-RETURN PROGRAM

COMPASSIONATE CARE:

In an effort to extend compassionate care beyond adoption services, our shelter proudly introduced a Pet Loss Bereavement Specialist in 2023. We recognize that pet owners often experience anticipatory grief & profound sorrow when faced with the decision to say goodbye to a pet; this specialized service aims to provide support during those challenging moments. Additionally, YVAS recognizes the importance of destigmatizing tough decisions like euthanasia, aiming to create an environment where pet owners feel supported rather than burdened by societal judgments. By embracing open and empathetic dialogue, YVAS provides critical medical services and fosters a community that values both the well-being of its pets & the emotional welfare of their devoted human companions.

119 END-OF-LIFE SERVICES PROVIDED IN 2023

Shelter Veterinary Services

YVAS provides comprehensive medical care for all of our animals, from the moment they enter our facility to the day they find their forever home. Our dedicated veterinary team works tirelessly to ensure that each animal receives the care and attention they need to recover from illness, injury, or neglect. From routine vaccinations to complex surgeries, we are committed to providing the highest quality of care for every animal in our shelter. Even after an animal is adopted, we continue to provide post-adoption medical support to ensure a smooth transition into their new home.

INTAKE:

All animals entering our facility will receive a full intake: meaning they get a basic exam, checked for a microchip, dewormed, & vaccinated.

In 2023, **7,733** vaccines were administered by YVAS.

MEDICAL:

All animals are spayed or neutered prior to being adopted. In fact, last year **2,287** animals were spayed & neutered at YVAS. Animals also receive additional medical services when needed such as dentals, bloodwork, x-rays, repairing broken limbs, etc.

HOUSING:

Each day, our trained staff monitor animals' health & behavior to make sure everyone stays happy & healthy. Animals also receive daily enrichment opportunities. We hope our animals' time with us is short, but as pleasant & stress-free as possible before finding their fur-ever homes!

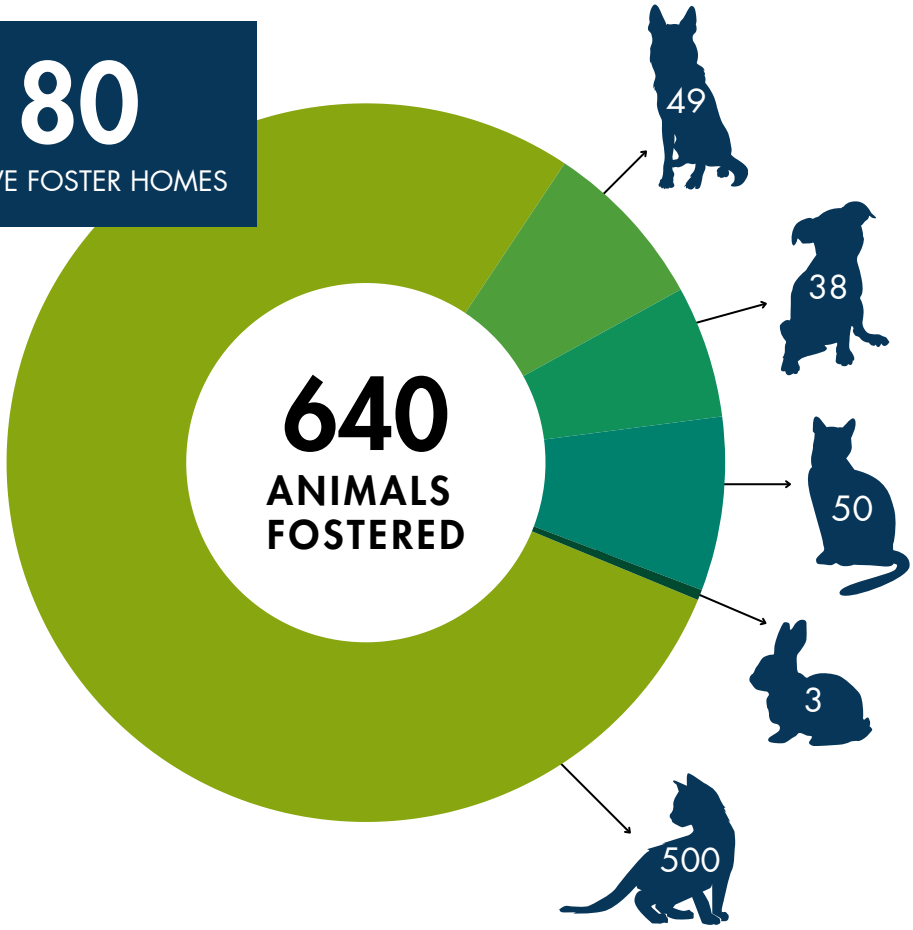
POST-ADOPTION:

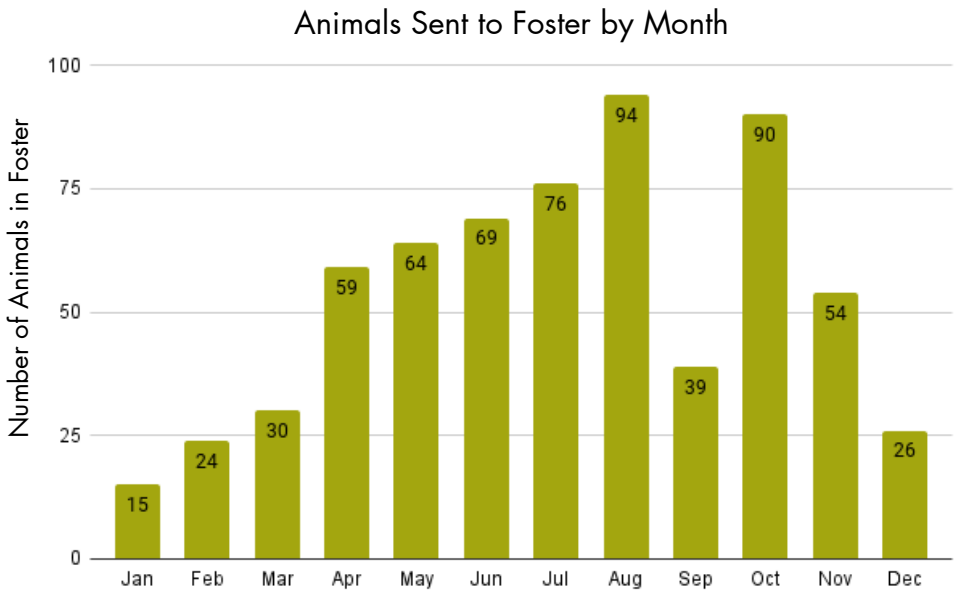
In some special cases, YVAS will provide post-adoption medical care for our animals and their new families. This allows us to place animals with challenging medical needs, & avoid putting financial strains on adopters that might force them to surrender a loved pet.

Foster Program

The YVAS foster program is a network of families who are dedicated to providing temporary care to shelter animals in their own homes. The animals that are sent out to foster are all compromised in some way and are not yet considered "adoptable" whether they are underage or underweight, nursing, semi-feral and need individualized socialization, or recovering from an illness or medical procedure. Foster families provide care and attention to these animals until they are ready to come back to the shelter and find their forever homes.

80
ACTIVE FOSTER HOMES





Financials

STATEMENT OF ACTIVITIES:

SUPPORT & REVENUES

Adoption fees & program revenue	$391,265.69
Donations	$262,782.18
Corporate sponsors	$7,500.00
Legacies & bequests	$35,597.95
Grants	$79,163.40
Government contracts	$345,587.96
Investments	$4,782.88
Retail sales	$43,742.46
Restricted capital campaign donations	$272,487.48
Released restricted funds	$193,013.17
Misc./other income	$1,338.42
Endowment donations	$10,000.00
TOTAL SUPPORT & REVENUES	**$1,647,261.59**

EXPENSES

Program services:	
Sheltering	$564,851.26
Public medical	$66,896.48
Outreach & education	$22,403.87
Foster & volunteer	$78,624.39
Retail sales	$25,455.55
Supporting services:	
General & admin.	$434,852.77
Fundraising	$15,308.08
Capital Campaign	$138,213.17
TOTAL EXPENSES	**$1,346,605.57**

Partners

HENSEL LAW PLLC

RDH OnDemand
Dental Staffing Solutions
We Staff. You Smile.

AFFINITY ACUPUNCTURE & INTEGRATIVE MEDICINE

PureWest
CHRISTIE'S INTERNATIONAL REAL ESTATE

FIRST FEDERAL BANK & TRUST

State Farm
Sean O'Daniel

NEW YORK LIFE
Montana

altana fcu
the better banking alternative

THE WAGGONERS TRUCKING

Valley
CREDIT UNION

DaKava HOUSE
Culturally Rooted

NorthWestern Energy
Delivering a Bright Future

Community Support

The support of donors, friends, and advocates makes our work possible.

VOLUNTEERS:

126
ACTIVE VOLUNTEERS

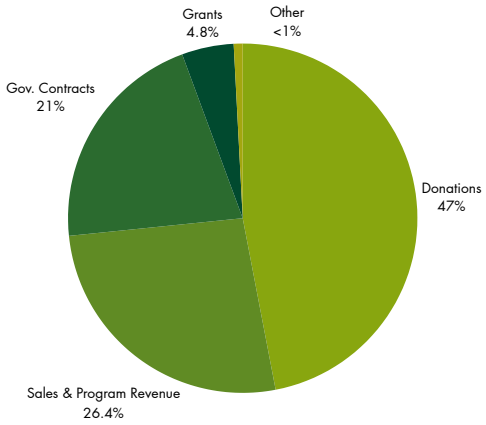
2,351
VOLUNTEERS HOURS

$74,754
WORTH OF VOL. HOURS

2,456
ADOPTION FOLDERS MADE BY VOLUNTEERS

DONORS:

As a 501(c)(3) nonprofit organization, YVAS relies heavily on the support we receive from our community. While we maintain municipal contracts with the City of Billings, Yellowstone County Sheriff's Office, & the Laurel Police Department, you'll see that our revenue primarily comes from generous donations. These contributions enable us to provide essential care, medical attention, and shelter for animals in need. Your support is instrumental in our vision to build a community where every animal is cared for.



OUR REACH:

- 32,000+ followers on social media
- 100,000+ website views in 2023
- 1,800+ email subscribers
- 6,200+ mailing households

AREA SERVED:

Yellowstone Valley Animal Shelter serves the animals & people within the city limits of Billings. YVAS also maintains a contract with Yellowstone County Sheriff's Office & the Laurel Police Department to house & reunite lost dogs. YVAS hopes to one day provide an open-door policy to County cats. We will accept cats from outside Billings city limits on a case-by-case basis, depending on adoptability and availability of space.

LEADERSHIP:

Triniti Halverson, Executive Director
Tiffany Smith, Development Director
Gabi Fry, Director of Operations
Karis Hunt, Office Manager
Katie Pauli, Foster Coordinator
Rebekah Wong, Volunteer Coordinator
Derek Wulf, Human Education Coordinator
Dr. Lisa Brinlee, Veterinarian
Jennifer Bradley, Lead Veterinary Technican
Katie Laddusaw, Animal Care Manager - Feline
Summer Simpson, Animal Care Manager - Canine

SUPPORT STAFF:

Assist. Animal Care Managers (2)
Per Diem Veterinarians (4)
Veterinary Technicians (5)
Public Services Coordinator & Pet Loss Specialist (1)
Spay & Neuter Clinic Manager (1)
Full-Time Kennel Attendants (5)
Part-Time Kennel Attendants (4)

BOARD OF DIRECTORS:

Katie Huso, President
Steve Durrett, Treasurer
Stacey Frost, Secretary
Justin Hutchinson
Shelley Pierce
Mike Pigg
Clarene Westburg

Yellowstone Valley
ANIMAL SHELTER

1735 Monad Road • P.O. Box 20920 • Billings, MT 59104 • 406-294-7387 • www.yvas.org

Docusign Envelope ID: ED6EB3D2-0891-4041-AA86-68C8E6FB90D9

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed zone change application packet, including any required fees, for a zone change to be processed by the Planning Division.

1. **Present Zoning:** P1: Parks and Open Space

2. **Written description of the Zone Change Plan** including existing and proposed new zoning:

   Change of 5.145 acres of existing P1 to P2

3. **Legal Description of Property:**

   An unplatted parcel located in the NW1/4 of the SE1/4 of Section 10, T01S, R26E, P.M.M.

   Yellowstone County, Montana

4. **Neighborhood Task Force Area:** Yes /// No. If Yes, Name of Task Force

   No

5. **Roster of persons who attended the pre-application neighborhood meeting:** please attach to online application.

6. **A brief synopsis of the meeting results including any written minutes or audio recording.** please attach to this form

7. **The undersigned affirm the following:**

   1) The pre-application neighborhood meeting was held on the 18**th**, day of **December 2024.**

   2) The zone change application is based on materials presented at the meeting.

Owner (s):

City of Billings Telephone: (406) 657-8371

Address:

P.O. Box 1178, Billings, MT 59103 Email: piggm@billingsmt.gov

Agent (s):

Performance Engineering, LLC, Craig Dalton Telephone: (406) 384-0080

Address:

3412 Colton Blvd., Ste 202, Billings, MT 59102 Email: craig@performance-ec.com

Complete this form and upload to your on-line Zone Change application

PERFORMANCE ENGINEERING

Wilson Park Zone Change Neighborhood Meeting Sign-In

12/18/2024

NAME	ADDRESS	Email
Rich Edwards	521 Minnie PL	Longshot4540@bellsouth.com
Susan Edwards	521 Minnie PL.	Snooks088591@outlook.com
Jeff Lesmeister	355 Washington	
Curtis Eckhardt	518 Riverside Rd	curtiseckhardt@gmail.com
Diana Lynch	527 Minnie Pl	
Andrew Elder	3105 Phillip St	Irony57@yahoo.com
Shelly Eckhardt	518 Riverside Rd.	Shelly Eckhardt
Sara Kaiser	252, 316 & 236 Riverside	
KEITH BALLS	310 PHILLIP ST	
AUSTIN ANDERSON		
Gillian Hunter	503 Washington St.	

PERFORMANCE ENGINEERING
3412 Colton Blvd, Ste 202 • Billings, MT 59102 • (406) 384-0080

Wilson Park Zone Change

Zone Change Neighborhood Meeting Notes

The meeting was conducted from 6-6:50 PM on December 18, 2024 in the Library of Riverside Middle School. The meeting was hosted by Craig Dalton of Performance Engineering (agent), and Austin Anderson (architect).

There were ten (10) public participants for the meeting.

Following introductions, the meeting began with Craig Dalton giving an overview of the property. Craig described how the zone change process works and gave out the expected timelines for application submittal and public hearings (anticipated in February). He said that anyone who received a neighborhood meeting notice would also receive a public hearing notice from the City confirming the meeting dates.

Craig then went through the reasons for the proposed zoning (P2). The main reason being to allow the construction of the Yellowstone Valley Animal Shelter.

Following the applicant team's overview, the floor was opened for participants to ask questions.

Concerns and questions from the neighbors and subsequent responses are shown below:

- The neighbors located off Minnie Place raised concerns of potential issues with their water pressure with a new demand on the system as they are already having pressure issues.

  Response: The volume demand from the proposed facility will be higher than your typical household, but the instantaneous demand will be relatively low and should have little impact on the pressures within the 12-inch water main running along Riverside Road.

  Additional Information – The water main that services Minnie Place is a County owned water main. Statements from one of the attending residents indicates the water main is in poor condition and the pressure is purposefully throttled to mitigate breaks.

- The neighbors are concerned about a traffic increase and wanted to know if there would be any road improvements as part of the project.

  Response: The zone change and annexation result in the properties being responsible for contributing funds to the City to assist in any improvements to their frontages. This area, being on the edge of the city limits, is not currently connected

to existing improved roadways and therefore will not be required to install improvements along the frontages at this time. This being said, the property would be required to financially participate in any future improvement projects commissioned by the City via a Special Improvements District (SID).

- How is this zone change going to better the community.

  Response: The zone change, and subsequent annexation of the property will put this area of town on the City's radar as it comes to future improvements and maintenance. This will allow/require the City to start planning for any improvements required in the area.

- Can something other than the animal shelter be built in this area if the zone change passes?

  Response: The whole premise of this project and zone change is for the City of Billings to transfer this land specifically to the Yellowstone Valley Animal Shelter.

- Some neighbors are concerned about the impact to groundwater from the facilities water demand and sanitary sewer waste.

  Response: The project will tie into the City's existing infrastructure. The facility will utilize the existing 12-inch water main running within Riverside Road and the existing sanitary sewer main running along the northern boundary of the project. The project will not be drawing from the groundwater nor be discharging any sanitary sewer waste into it.

- The neighbors voiced concerns about the possibility of disease transmission, specifically mentioning Parvo and Brucellosis.

  Response: A big driver for this project is the fact the existing animal shelter does not have the capacity to adequately handle animals with diseases. The new facility is being built with that in mind. The design team is consulting with experts in the field to ensure the facility has the correct equipment and space to manage diseases. The building will have quarantine rooms and procedures to ensure diseases do not spread throughout the community.

- One neighbor raised concerns that barn cats from nearby properties could be mistaken for strays and taken to the shelter, requiring them to pay fees to get them out.

  The animal shelter is aware of this possibility and is diligent in doing what they can to verify the animal is in fact a stray and not one of the neighbor's animals prior to taking them into the facility.

- Some of the neighbors expressed concerns about potential odors from the proposed crematory.

  The crematory is proposed to be located as far north on the site as possible, away from the residential neighbors. The facility will also follow all codes and requirements as pertained to the exhaust of the crematory.

- Several neighbors voiced their concern about potential dog noises carrying beyond the property boundaries.

  The design team is working with an acoustical consultant to specifically combat this concern. The plan is to utilize walls and landscaping to reduce the noise heard outside of the project area. Additionally, the animals will only be outside at dedicated times and will not be left for long durations. The outdoor space will be utilized as an area for exercise and not boarding.

  The applicant team finished the meeting by reiterating to everyone the expected timeline for the public meetings as well as letting them know they will receive a letter from the City informing them of these meetings. The meeting concluded at 6:50.

Josh Dirks

From: Craig Dalton
Sent: Thursday, December 19, 2024 12:27 PM
To: Sanders, Kay
Cc: Josh Dirks
Subject: RE: Wilson Park rezoning

Kay,

Upon annexation of the parcel Hannon Road will become owned by the City. The lot fronting Hannon will still be owned by the City and at this time there isn't any plans to construct the roadway.

Craig Dalton, P.E.
Project Manager/Principal
Office: 406-384-0080

PERFORMANCE ENGINEERING

3412 Colton Blvd, Suite 202
Billings, MT 59102

From: Sanders, Kay <Kay.Sanders@estes-express.com>
Sent: Thursday, December 19, 2024 11:44 AM
To: Craig Dalton <craig@performance-ec.com>
Cc: Josh Dirks <josh@performance-ec.com>
Subject: RE: Wilson Park rezoning

Thanks Craig,

Is there any chance Hannon Road will be extended to meet its other half as part of this project?

Hannon Rd & Riverside Rd

You can enter notes here.

Cancel Print

Kay Sanders
Sr. Manager- Real Estate
Real Estate Department
Estes Express Lines
Office (804) 353-1900 ext. 2721
www.estes-express.com

From: Craig Dalton <craig@performance-ec.com>
Sent: Thursday, December 19, 2024 1:38 PM
To: Sanders, Kay <Kay.Sanders@estes-express.com>
Cc: Josh Dirks <josh@performance-ec.com>
Subject: [EXTERNAL] - RE: Wilson Park rezoning

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Good Morning Kay,

Thanks for reaching out. Attached is a preliminary site plan for the proposed project. The purpose of our request for the annexation and zone change is to modify the existing P1 zoning to P2 to allow for the construction of the new Yellowstone Valley Animal Shelter. The project will be located in the very NW corner of Wilson Park and is proposed to take access off Riverside Road. I don't foresee any conflicts with your current facility.

Please let me know if you have any further questions.

Thanks,

Craig Dalton, P.E.
Project Manager/Principal

Office: 406-384-0080

PERFORMANCE ENGINEERING

3412 Colton Blvd, Suite 202
Billings, MT 59102

From: Sanders, Kay <Kay.Sanders@estes-express.com>
Sent: Thursday, December 19, 2024 11:18 AM
To: Craig Dalton <craig@performance-ec.com>
Subject: FW: Wilson Park rezoning

We'll try this one again!

Kay Sanders
Sr. Manager- Real Estate
Real Estate Department
Estes Express Lines
Office (804) 353-1900 ext. 2721
www.estes-express.com [us-west-2.protection.sophos.com]

From: Sanders, Kay
Sent: Thursday, December 19, 2024 12:58 PM
To: 'Craig@perfomance-ec.com' <Craig@perfomance-ec.com>
Subject: Wilson Park rezoning

Craig

Estes Express Lines is an abutting neighbor to the Wilson Park project. We received your notice a day late, after the meeting on the 18th. Please attached. Can you please provide a site plan of the intended project? Are you aware of any issue that may impact our truck terminal? My contact information is below. Thank you in advance.

Hannon Rd & Riverside Rd

You can enter notes here.

This communication and any transmitted documents are intended to be confidential. If there is a problem with this transmission, please contact the sender. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

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CITY ZONE CHANGE APPLICATION FORM

City Zone Change **Billings Zone Change #**_____ **Project #**_____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning P1: Parks and Open Space

Proposed Zoning: P2: Public, civic, and institutional

PARCEL TAX ID# D01735 CITY ELECTION WARD 1

Legal Description of Property: NE1/4 of the SE1/4 of Section 10, T01S, R26E, P.M.M. Yellowstone County, Montana

Address or General Location (If unknown, contact City Engineering):Northeast of the intersection of Hannon Rd and Riverside Rd (441 Riverside Rd, Billings, MT 59101)

Size of Parcel (Area square feet or acres): 14.988 Acres total (5.145 Acres zone change)

Present Land Use: P1 Vacant/Park

Proposed Land-Use: P2 Civic-Institutional

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

Owner(s) City of Billings
(Record Owner)

P.O. Box 1178, Billings, MT 59103
(Address)

(406) 657-8371 piggm@billingsmt.gov
(Phone Number) (email)

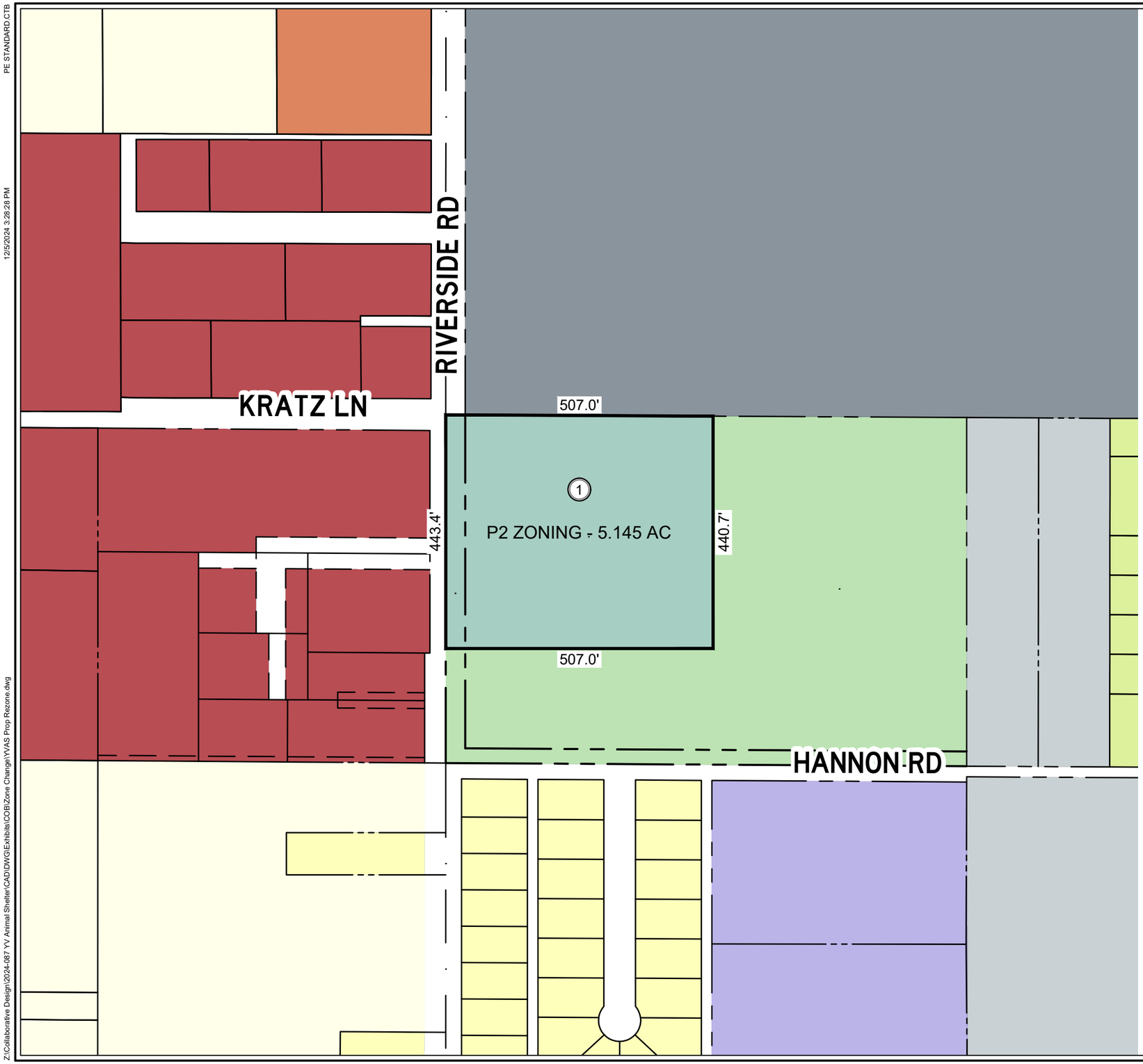
Agent(s) Performance Engineering, LLC, Craig Dalton
(Record Owner)

3412 Colton Blvd., Ste 202, Billings, MT 59102
(Address)

(406) 384-0080 craig@performance-ec.com
(Phone Number) (email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: DocuSigned by: 33A3E4F6D5384F5... Date: 12/20/2024
(Record Owner – Digital Signature Allowed)



LEGAL DESCRIPTION

(1) NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA
5.145 ACRES PROPOSED FOR THIS ZONE CHANGE

ZONING LEGEND

- C3: GENERAL COMMERCIAL
- I1: LIGHT INDUSTRIAL
- I2: HEAVY INDUSTRIAL
- N2: MID-CENTURY NEIGHBORHOOD
- N4: LARGE LOT SUBURBAN NEIGHBORHOOD
- NMU: NEIGHBORHOOD MIXED-USE
- P1: OPEN SPACE, PARKS, RECREATION
- P2: PUBLIC-CIVIC-INSTITUTIONAL
- RMH: RESIDENTIAL MANUFACTURED HOME
- RR1: RURAL RESIDENTIAL (1 TO 2.99 ACRES)

PROPOSED ZONE CHANGE BOUNDARY

SITE AND STRUCTURE REGULATIONS

CITY OF BILLINGS ZONING CODE, ARTICLE 27-500, ARTICLE 27-504.B.1(c)

WHERE THE PRIMARY FRONTAGE OF A LOT ZONED P2 OR P3 IS ADJACENT TO DIFFERENT ZONE DISTRICTS ON ANY SIDE OF THE FRONTAGE (AS MEASURED ON THE SAME SIDE OF ANY PUBLIC STREET), DEVELOPMENT ON THE PRIMARY FRONTAGE OF THE P2 OR P3 LOT SHALL COMPLY WITH THE STANDARDS FOR THE LARGER SCALE ADJACENT DISTRICT.

THE P2 ZONING IS ADJACENT TO I2 ZONING TO THE NORTH AND P1 ZONING TO THE SOUTH. THE I2 ZONING IS THE LARGER SALE DISTRICT, THEREFORE, THE P2 ZONED AREA SHALL BE DEVELOPED ACCORDING TO THE I2 SITE AND STRUCTURE REGULATIONS.

CITY OF BILLINGS ZONING CODE, ARTICLE 27-600, SECTION 27-603.B

TABLE 27-600.2. SITE AND STRUCTURE REGULATIONS

MINIMUM LOT AREA (SQUARE FEET)	N/A
REQUIRED SETBACKS (FEET, MINIMUM)	
FRONT	20
SIDE	0
SIDE ADJACENT TO STREET	10
REAR	0
HEIGHT (FEET, MAX)	N/A
LOT COVERAGE (%, MAX)	75

YELLOWSTONE VALLEY ANIMAL SHELTER

BILLINGS, MT, 59102

JMD DESIGNED BY	QUALITY ASSURANCE
JMD DRAWN BY	CPD CHECKED BY
12/2024 DATE	12/2024 DATE

REV BY	DATE	CHKD BY

SHEET TITLE: PROPOSED ZONE CHANGE

PROJECT NUMBER 2024-087

SHEET NUMBER 1 OF 1

DRAWING NUMBER A

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PE STANDARD.CTB
12/5/2024 3:28:28 PM
Z:\Collaborative Design\2024-087 YV Animal Shelter\CAD\DWG\Exhibits\COB\Zone Change\YVAS Prop Rezone.dwg

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3412 Colton Blvd., Suite 202 • Billings, MT 59102 • 406-384-0080

S10, T01 S, R26 E, N2W3/4 OF NWSE4 15 AC (D01735- Wilson Park)
Zone Change Questions

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

   Essential Investments – The proposed project is located in a pocket of county lots which are completely surrounded by the City of Billings. There is an existing water main located within Riverside Road and an existing sanitary sewer main that runs along the northern boundary of the project; therefore, this project does not require the immediate construction of City infrastructure. When the City deems necessary and at minimal cost to the City, the sanitary sewer infrastructure could be extended south along Riverside Road to service additional lots, increasing the tax base, and reducing the county properties located within the City limits.

   This zone change will allow the construction of a new building for the Yellowstone Valley Animal Shelter. The shelter provides many services to the community, which include education, spay and neuter clinics, and animal training. These services are essential in keeping our community safe and clean by keeping animals off the streets and educating the community on training and taking care of their pets.

   Community Fabric - The Billings Area Bikeway and Trails Master Plan calls for a bike lane to be constructed within Riverside Road, and there is an unadopted plan to provide a multi-use trail along the roadway. The proposed project is planning on constructing paths and trails within the property and the existing Wilson Park. The construction of the paths will provide safe and affordable interconnected sidewalks and trails along with providing better access to the park and increase recreation opportunities for the community.

   Prosperity –The current Yellowstone Valley Animal Shelter building is outdated, and the growth of Billings has exceeded the capabilities for the shelter at its current size. The new shelter will be larger to accommodate the City's growth. The building will have a large community room that will be used for training and educational purposes. Additionally, the shelter will be partnering with the new College of Veterinary Medicine and provide education opportunities for the students. These opportunities can help attract more students and increase the workforce.

2. Explain how the proposed project meets the 10 zone change criteria.
    a. Is the new zoning designed in accordance with the growth policy?

        The new zoning adheres to the City of Billings growth policy through the ability to provide additional educational and training opportunities for the community; its promotion of infill development within the city limits; and its cost-effective construction due to the proximity to existing City infrastructure with an inherent low cost of service to the City of Billings.

    b. Is the new zoning designed to secure from fire and other dangers?

        There are fire hydrants located an adequate distance from the site on Riverside Road. Upon development, the site will be required to meet all fire and public safety code requirements. The site is also located outside of any floodplain.

    c. Will the new zoning promote public health, public safety, and general welfare?

        The proposed zone change will allow for the construction of a small-scale civic and community service structure. The project is proposing to build a new Yellowstone Valley Animal Shelter. The new shelter will promote public health, public safety, and general welfare by providing training, housing, and services to local animals. This will reduce the number of stray animals in the City as well as provide assistance to pet owners and reducing the number of abandoned animals in the community. The project will also increase the lighting and visibility of the area which will help reduce crime.

    d. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements?

        The change in zone will not require any additional water or sewer improvements in order to service the site as it is provided by existing infrastructure that borders the site. The proposed development will create paths and trails through the site along with the neighboring park. The zone change will not negatively impact schools.

    e. Will the new zoning provide adequate light and air?

        The proposed zone change will have minimal impact on light and air in the surrounding area. The required open area will allow for adequate lighting and air for the property and surrounding area. Any improvements to the land must adhere to the zoning requirements for lighting laid out by the City's Zoning Code.

f. Will the new zoning affect motorized and nonmotorized transportation?

As the zone change allows for the construction of a small-scale civic and community service structure, motorized transportation in the area may be impacted. With that said, the additional traffic associated with these types of buildings is anticipated to have less than 500 vehicle trips per day.

g. Will the new zoning promote compatible urban growth?

The project is situated in a developed area and is considered an infill project. The P2 zoning will allow for the development of the project site, which in turn will provide services for the City.

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

The area of the proposed development is surrounded by industrial lots to the north and east, a residential county subdivision to the south, and a commercial county subdivision to the west. The project will be located away from the residential zoned neighbors and next to the general commercial and industrial zoned lots.

i. Will the new zoning conserve the value of buildings?

The new zoning will conserve the value of buildings in the area by constructing a new state-of-the-art facility. The proposed facility has the potential to promote the future development of trails and paths in the adjacent Wilson Park.

j. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?

The zoning will encourage appropriate use of land by developing an existing park located in an area directly south of the sugar beet factory. The proposed zoning will allow for the construction of the new Yellowstone Valley Animal Shelter in an area with little residential neighbors and adjacent to a park.

3. Does the new zoning fit with the existing or planned developments within the area?

The new zoning will fit with the existing developments as the property is surrounded by commercial and industrial lots. The proposed zoning allows for the construction of small-scale civic and community service structures and uses within either a neighborhood or commercial setting. The development will construct paths and trails within the existing parkland to provide opportunities for the neighbors to utilize the park.

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for the NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA 5.145 ACRES to be known as Lot 2, Yellowstone Valley Subdivision, BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the ten (10) criteria required by state law.

Section 2. **DESCRIPTION.** The **NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA 5.145 ACRES to known as Lot 2 of Yellowstone Valley Subdivision,** is presently zoned **Public 1 (P1)** and is shown on the official zoning map within this zone district.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for the **NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA 5.145 ACRES to be known as Lot 2 of Yellowstone Valley Subdivision,** is hereby changed from **Public 1 (P1), to Public 2 (P2), as shown on Exhibit A**, and from the effective date of this ordinance, the area shown on Exhibit A shall be subject to all the rules and regulations pertaining to **Public 2 (P2),** as set out in the Billings, Montana City Code.

Section 4. **EFFECTIVE DATE**. This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 5. **REPEALER**. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

Section 6. **SEVERABILITY**. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and, to this end, the provisions of this ordinance are declared to be severable.

PASSED by the City Council on first reading this 24th day of March, 2025.

PASSED, ADOPTED and APPROVED on second reading this 14th day of April, 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

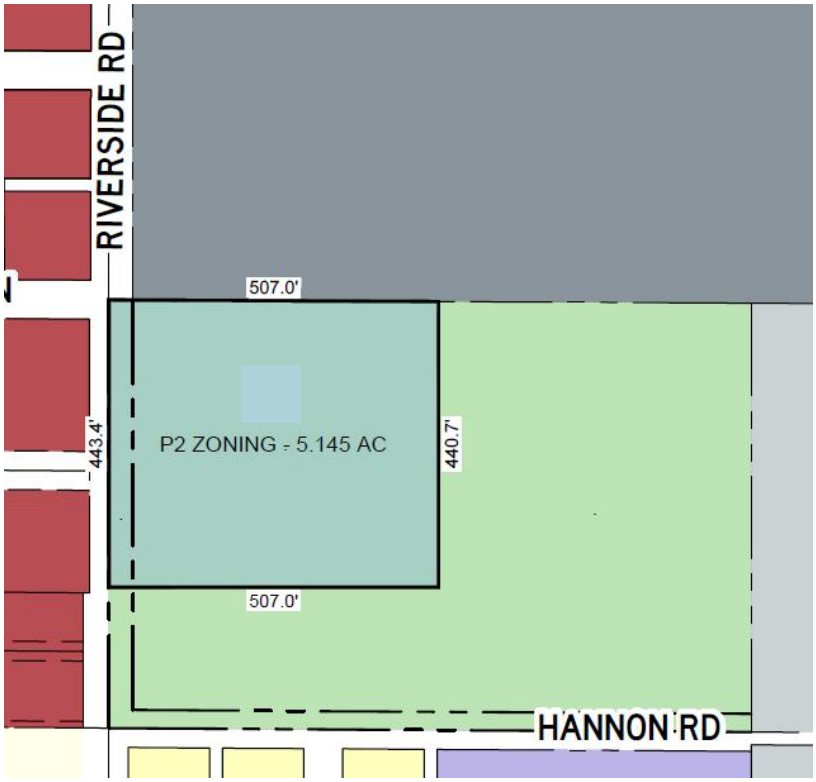
BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1061 – E1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA
5.145 ACRES to be known as Lot 2, Yellowstone Valley Subdivision

Exhibit A

LEGAL DESCRIPTION:
NE1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 01 SOUTH, RANGE 26 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA
5.145 ACRES PROPOSED FOR THIS ZONE CHANGE
To be known as Lot 2, Yellowstone Valley Subdivision



Tax ID	LegalDescriptionShort	Property Physical Address	OwnerName	OwnerAddress1	OwnerCity	OwnerState	OwnerZipCode	Sign Protest Petition?
D01655	S10, T01 S, R26 E, C.O.S. 1231, PARCEL 1	440 RIVERSIDE RD	BERMES, JOHN M	1105 SAINT JOHNS AVE	BILLINGS	MT	59102-5516	Yes
			BERMES, BEVERLY A					Yes
D01735	S10, T01 S, R26 E, N2W3/4 OF NWSE4 15 AC	441 Riverside Rd	CITY OF BILLINGS	PO BOX 1178	BILLINGS	MT	59103-1178	
D01726A	WESTERN SUGAR COOPERATIVE SUB, S10, T01 S, R26 E, BLOCK 1, Lot 2	SUGAR AVE	WESTERN SUGAR COMPANY	7555 E HAMPDEN AVE STE 520	DENVER	CO	80231-4830	
C16758	BROCOPP SUB (14), S10, T01 S, R26 E, BLOCK 1, Lot 4	RIVERSIDE RD	BROCOPP, MARILYN G	2031 EDGEWOOD DR	BILLINGS	MT	59102-2892	Yes
D01656A	BROCOPP SUB (14), S10, T01 S, R26 E, BLOCK 1, Lot 5	444 RIVERSIDE RD	BROCOPP, MARILYN G	2031 EDGEWOOD DR	BILLINGS	MT	59102-2892	Yes
D01656B	S10, T01 S, R26 E, C.O.S. 1231, PARCEL 2B2, 2ND AMD 1.000AC	442 RIVERSIDE RD	BROCOPP, MARILYN	2031 EDGEWOOD DR	BILLINGS	MT	59102-2892	Yes
A13100	REEVES SUBD, S10, T01 S, R26 E, BLOCK 1, Lot 1 - 2	336 RIVERSIDE RD	WEBER, JOHN O	1821 LAURA CIR	BILLINGS	MT	59106-1715	
			BROWN, BRADLEY D					
			STEVENSON, BARBARA T					
	This is a valid protest petition requiring a 2/3 majority vote of the City Council							4 lots in protest

7 lots within 150 ft of Zone Change 1061

25% of lots must sign protest petition for valid protest

2 or more lots must protest to create a valid protest for Zone Change 1061

Valid protest triggers a 2/3 majority vote requirement from the present and voting members of the City Council on 1st and 2nd reading of the zone change ordinance

ALL owners of a lot must sign for the lot to be in protest of the zone change

Chief Executive Officer signature of a corporation is the signatory for any company-owned lot

PETITION AGAINST CITY ZONE CHANGE

ZONE CHANGE No. 1061

GENERAL LOCATION: 441 Riverside Rd – NW 5.1 acres of Wilson Park

WE, the undersigned are against the above proposed zone change for the following reasons:
extra traffic, Noise, Wilson Park needs to remain a park. Animal shelter doesn't belong in residental area. Can't stop diesease from sick animals being dropped off or walked all over the neighborhood.

NAME **(PRINT)**	SIGNATURE	PROPERTY OWNED (ADDRESS)
John M. Bermes	John M Bermes	440 Riverside Rd, C/S 1231 Parcel 1
Beverly A Bermes	Beverly A Bermes	440 Riverside Rd C/S 1231 Parcel 1
City of Billings, City Admin – Chris Kukulski		441 Riverside Rd (park outside of Zone Change 1061) – unplatted
Western Sugar Company Rodney D. Perry, CEO		Sugar Ave, Western Sugar Coop Sub, Block 1, Lot 2
~~Marilyn G. Brocopp~~ Timothy R. Brocopp MICHELE B ZANDER	Michele B Zander	Brocopp Sub, Block 1, Lots 4 & 5; C/S 1231 Parcel 2B2, 2nd amnd
John O. Weber		336 Riverside Rd, Reeves Sub, Block 1, Lots 1 & 2
Bradley D. Brown		336 Riverside Rd, Reeves Sub, Block 1, Lots 1 & 2
Barabara T. Stevenson		336 Riverside Rd, Reeves Sub, Block 1, Lots 1 & 2

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.

Protest Petitions delivered in person must be received by the Planning Department at City Hall, 316 N 26th St, 5th Floor, Billings, MT by 5:00 pm on the Friday before the first City Council meeting

Protest petitions that are mailed to the Planning Division, P.O. Box 1178, Billings, MT 59103 must also be received by 5:00 pm on the Friday before the first City Council meeting.

Return to:
Tim Filz
Christensen Fulton & Filz, PLLC
19 36th Street West, Suite 3
Billings, MT 59102-4303

QCD 4087028
10/04/2024 01:33 PM Pages: 1 of 2 Fees: 16.00
Jeff Martin Clerk & Recorder, Yellowstone MT

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged on September 30, 2024, the undersigned:

Grantor:

Marilyn Brocopp
2031 Edgewood Dr
Billings, MT 59102

hereby quitclaims to:

Grantees:

Timothy Brocopp
1585 Westridge Circle
Billings, MT 59102

Michele Zander
4905 Diamond Falls Road
Billings, MT 59105

as equal tenants in common, the following legally described real property located in Yellowstone County, Montana:

That part of the SW1/4 of Section 10, Township 1 South, Range 26 East of the PMM, Yellowstone County, Montana, described as Tract 2B2, Amendment of Tract 2B of Certificate of Survey 1231 Amended, on file in the office of the Clerk and Recorder of said County under Document No. 1642035.

Marilyn Brocopp
Marilyn Brocopp

[NOTARY PAGE FOLLOWS]

QCD 4087028
10/04/2024 01:33 PM Pages: 2 of 2 Fees: 16.00
Jeff Martin Clerk & Recorder, Yellowstone MT

STATE OF MONTANA)
:ss.
County of Yellowstone)

This instrument was acknowledged before me on September 30, 2024 by Marilyn Brocopp.

Nicole A Obie
[affix notary stamp beside or below signature]

NICOLE A. OBIE
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
October 7, 2025

Return to:
Tim Filz
Christensen Fulton & Filz, PLLC
19 36th Street West, Suite 3
Billings, MT 59102-4303

QCD 4087027
10/04/2024 01:33 PM Pages: 1 of 2 Fees: 16.00
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QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged on September 30, 2024, the undersigned:

Grantor:

Marilyn G. Brocopp
2031 Edgewood Dr
Billings, MT 59102

hereby quitclaims to:

Grantees:

Timothy Brocopp
1585 Westridge Circle
Billings, MT 59102

Michele Zander
4905 Diamond Falls Road
Billings, MT 59105

as equal tenants in common, the following legally described real property located in Yellowstone County, Montana:

Parcel A

That part of the SW1/4 of Section 10, Township 1 South, Range 26 East of the PMM, Yellowstone County, Montana, described as Lot 5, Block 1, of Brocopp Subdivision according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 3679214.

QCD 4087027
10/04/2024 01:33 PM Pages: 2 of 2 Fees: 16.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Parcel B

That part of the SW1/4 of Section 10, Township 1 South, Range 26 East of the PMM, Yellowstone County, Montana, described as Lot 2, Block 1, of Brocopp Subdivision according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 3679214.

Parcel C

That part of the SW1/4 of Section 10, Township 1 South, Range 26 East of the PMM, Yellowstone County, Montana, described as Lot 4, Block 1, of Brocopp Subdivision according to the official plat on file in the office of the Clerk and Recorder of said County under Document No. 3679214.

Marilyn G. Brocopp

Marilyn G. Brocopp

STATE OF MONTANA)
:ss.
County of Yellowstone)

This instrument was acknowledged before me on September 30, 2024 by Marilyn G. Brocopp.

NICOLE A. OBIE
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
October 7, 2025

Nicole A. Obie

[affix notary stamp beside or below signature]

PETITION AGAINST CITY ZONE CHANGE

ZONE CHANGE No. 1061

GENERAL LOCATION: 441 Riverside Rd – NW 5.1 Acres of Wilson Park

WE, the undersigned are against the above proposed zone change for the following reasons:
extra traffic, noise, Wilson park needs to remain a park. Animal shelter doesn't belong in residental area. Can't stop disease from sick animals being dropped off or walked all over the neighborhood.

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Susan Edwards	Susan Edwards	521 Minnie Place Blgs. MT 59101
Richard Edwards	Richard Edwards	521 Minnie PL Blgs MT
Randy Crable	Randy Crable	528 Minnie Pl Blgs MT
Diana Lynch	Diana Lynch	527 Minnie Pl Billings Mt
Carl Lynch	Carl Lynch	527 Minnie Pl. Billings MT
Michael Parker	Michael w Parker	516 Minnie Pl. Billings MT
Misty Ritter	Misty Ritter	516 Minnie Pl Billings MT
Connie Lar	Connie Lar	515 Minnie Pl Billings MT
Brandon Chapman	Brandon Chapman	504 Minnie Pl Billings MT
Mikala Chapman	Mikala Chapman	504 Minnie Pl Billings MT
Shelley Mcferrin	Shelley Mcferrin	534 Minnie PL Billings MT
Donald Trock	Donald Trock	510 Minnie Pl.
Kathleen Trock	Kathleen Trock	510 Minnie PL.

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.

Protest Petitions delivered in person must be received by the Planning Department at City Hall, 316 N 26th St, 5th Floor, by 5:00 pm on the Friday before the first City Council meeting

Protest petitions that are mailed to the Planning Division, P.O. Box 1178, Billings, MT 59103 must also be received by 5:00 pm on the Friday before the first City Council meeting.

Most of these residents on Minnie Place are within one City block of the proposed Animal shelter.

PETITION AGAINST CITY ZONE CHANGE

ZONE CHANGE No. 1061

GENERAL LOCATION: 441 Riverside Rd – NW 5.1 Acres of Wilson Park

WE, the undersigned are against the above proposed zone change for the following reasons:
extra traffic, Noise. Wilson park needs to remain a park. Animal shelter needs to be somewhere not in an residental area. Can't stop disease from sick animals being dropped off or walked all over the neighborhood

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Jeff Lesmeister	Jeff Lesmeister	355 Washington
Jannelle Lesmeister	Jannelle Lesmeister	355 Washington
Ron Hennelly	Ron Hennelly	128 River Hennelly
T Baugus	T Baugus	502 Riverside RD
Curtis Eckhardt		518 Riverside Rd
Shelly Eckhardt	Shelly Eckhardt	518 Riverside Rd
Eliza Beck	Eliza Beck	522 Minnie Place
Steven Palmer		522 Minnie Place
Darren Kobelt	Darren Kobelt	516 Riverside Rd.
Kayla Wittman	Kayla Wittman	516 Riverside Rd

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.

Protest Petitions delivered in person must be received by the Planning Department at City Hall, 316 N 26th St, 5th Floor, by 5:00 pm on the Friday before the first City Council meeting

Protest petitions that are mailed to the Planning Division, P.O. Box 1178, Billings, MT 59103 must also be received by 5:00 pm on the Friday before the first City Council meeting.

PETITION AGAINST CITY ZONE CHANGE

ZONE CHANGE No. 1061

GENERAL LOCATION: 441 Riverside Rd - NW 5.1 Acres of Wilson Park

WE, the undersigned are against the above proposed zone change for the following reasons:

The Extra Traffic, Noise of the Dogs Barking All Day, Wilson Park needs to remain a park, the Animal Shelter doesn't Belong in a Residential Area. Dog being walked all over the Neighborhoods, Disease being Brought Into Area from Sick animals brought to the Shelter.

NAME (PRINT)	SIGNATURE	PROPERTY OWNED (ADDRESS)
Joy Kaiser	Joy Kaiser	252 Riverside Rd
Tom Dubell		252 Riverside Rd
Doreen Miller	D Miller	236 Riverside Rd
Cam Schildt	Cam Schildt	236 Riverside Rd
Rhonda Hankenship	Rhonda Hankenship	3309 Stone Street

Please note protests against a zone change for property more than 150 feet from the zone change property will not trigger a "valid protest" vote by the City Council.

Protest Petitions delivered in person must be received by the Planning Department at City Hall, 316 N 26th St, 5th Floor, by 5:00 pm on the Friday before the first City Council meeting

Protest petitions that are mailed to the Planning Division, P.O. Box 1178, Billings, MT 59103 must also be received by 5:00 pm on the Friday before the first City Council meeting.

City Council Regular

Date:	03/24/2025
Title:	Annexation 25-01, Ward Boundary Expansion Ordinance - First Reading
Presented by:	Hunter Kelly, Planner 1
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	PZX-25-00005

RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve this ordinance on first reading, adding recently annexed property to Ward I.

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

Performance Engineering, on behalf of the City of Billings, submitted a memorandum of intent to annex land using the provisions of Section 7-2-4600, MCA. The property is located east of Riverside Road and North of Hannon Road. The land being annexed is described as being 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 S00º00'39"W a distance of 660.40 feet; thence S89º39'19"E following the northern boundary of the right-of-way for Hannon Road a distance of 988.25 feet; thence N00º07'28"E following the western boundary of Tract 1 of Certificate of Survey No. 119 Amended a distance of 661.02 feet; thence N89º41'28"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.

Upon Council approval, this annexation requires a change in the boundaries of Ward I. Two readings are required for this action. The first reading and public hearing is scheduled for this meeting. Upon approval, the second reading will occur April 14, 2025.

ALTERNATIVES

City Council may:

- Approve adding the subject property to Ward I, or;
- Disapprove adding the subject property to Ward I. Disapproval will not modify the boundary of Ward I and will create a problem where property inside the City Limits is not within a City Ward.

FISCAL EFFECTS

This application has no impact on the Planning Division Budget.

Attachments

Ward Boundary Ordinance 25-01

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 I PROVIDING FOR CERTIFICATION AND REPEALING OF ALL ORDINANCES AND RESOLUTIONS INCONSISTENT THEREWITH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. AMENDMENT. Pursuant to Billings Municipal Code, Section 11-102(c) and the State Law, Billings Municipal Code, Section 11-102(c) Ward Boundaries is hereby amended by adding to Ward I the following described real property:

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

(# 25-01) 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 March 24, 2025.

PASSED by the City Council on the second reading this April 14, 2025.

THE CITY OF BILLINGS:

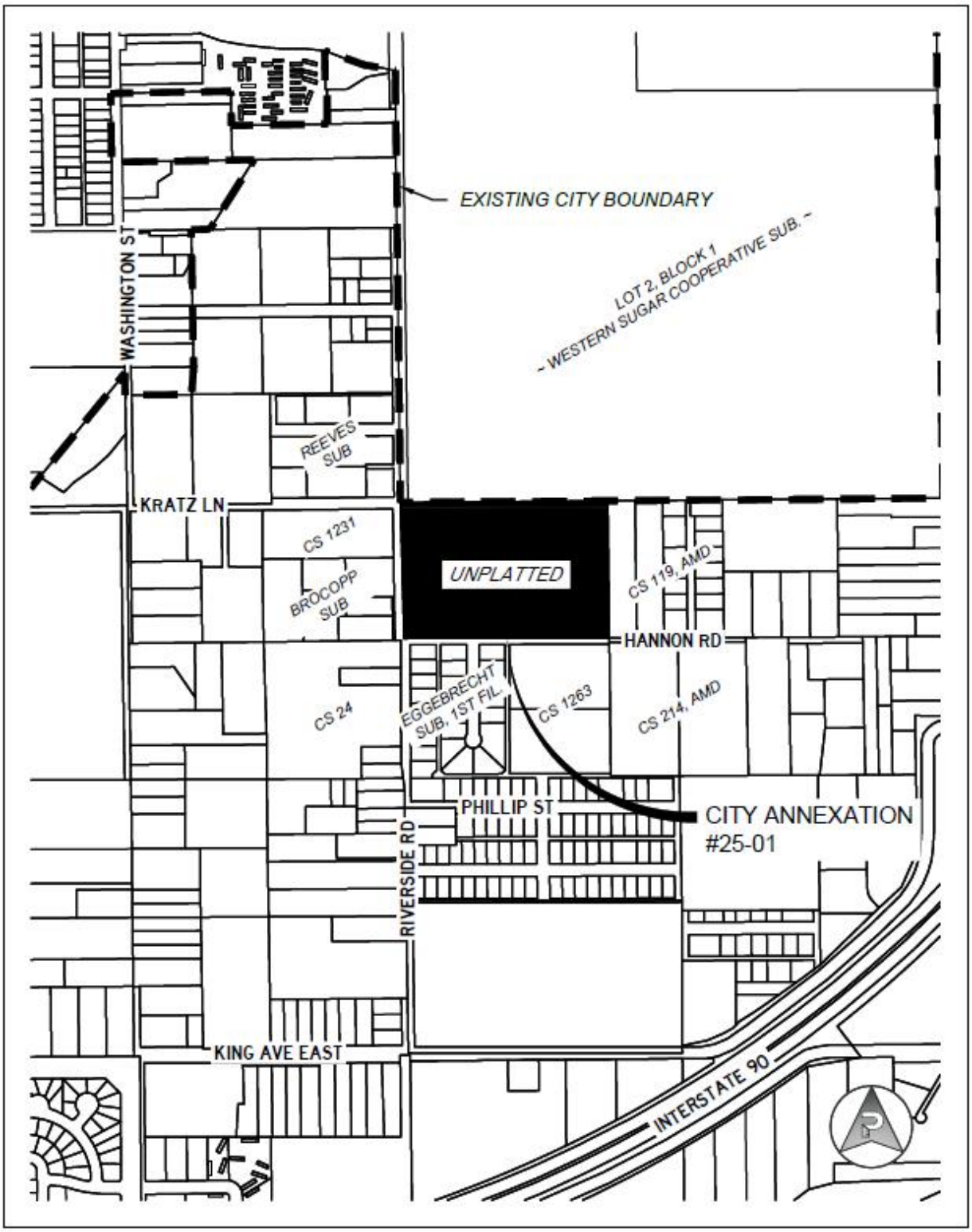
_____
William A. Cole, MAYOR

ATTEST:

BY: _____
Denise Bohlman, CITY CLERK

(#25-01)

EXHIBIT "A"


EXISTING CITY BOUNDARY
LOT 2, BLOCK 1
~ WESTERN SUGAR COOPERATIVE SUB. ~
WASHINGTON ST
REEVES SUB
KRATZ LN
CS 1231
BROCOPP SUB
UNPLATTED
CS 119, AMD
HANNON RD
CS 24
EGGEBRECHT SUB, 1ST FIL.
CS 1263
CS 214, AMD
PHILLIP ST
CITY ANNEXATION #25-01
RIVERSIDE RD
KING AVE EAST
INTERSTATE 90

City Council Regular

Date:	03/24/2025
Title:	Billings Area Pedestrian Bicycle Master Plan Adoption
Presented by:	Elyse Monat
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council forward a recommendation of plan adoption to the Policy Coordinating Committee.

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

The Billings Yellowstone County Metropolitan Planning Organization (MPO) conducted a Pedestrian and Bicycle Master Plan (Plan) with Alta Planning + Design as the prime consultant and Sanbell as the sub-consultant. The Plan was a collaboration between the MPO, City Engineering, County Public Works, and MDT, along with other stakeholders. The Plan sought to identify and prioritize projects that will improve the safety and convenience of walking, biking, and rolling in the Billings area, and establish strategies for implementing the projects and programs in the future.

While the City's upcoming transportation corridor analysis and outreach efforts will provide further guidance and may change some recommendations in this plan, this Plan also provides valuable information to inform the transportation corridor analysis work. With the transportation corridor analysis project in mind, this Plan helps to narrow down the priority routes to the high comfort network. This approach is a recognition that shared-use paths and bicycling facilities cannot be provided on every street and by focusing on a more limited number of routes, we can provide higher quality routes to help get residents where they need to go, whether that be to school, work, errands, or other destinations. This plan also is supplemented by the Safe Routes to School Plans that are being implemented.

The six chapters of the Plan cover the following topics:

Chapter 1: Introduction, Vision & Goals
Chapter 2: Progress Report
Chapter 3: Existing Conditions
Chapter 4: Community Input
Chapter 5: Recommendations
Chapter 6: Implementation Strategy

The Plan sets out several goals of the Billings Area Pedestrian and Bicycle system, including making useful connections, serving a wide variety of people, increasing the safety and health of the community, enabling efficient and sustainable implementation, and expanding transportation choices. Chapter 3 evaluates both the Bicycle Level of Traffic Stress and Pedestrian Level of Traffic Stress which is a network-wide data-driven analysis of roadway segments and how safe it feels to walk or bike on or along them. There is also documentation of existing facilities and pedestrian and bicycle counts. Chapter 4 reports community participation, which included 201 survey responses, 375 map comments over two phases of public outreach, and the results of an in-person poll. Top themes from the survey included infrastructure improvements, connectivity, and safety.

The recommendations in Chapter 5 are split into two categories: High Comfort and Supplemental. While the specific type of facility is not specified, some of the high comfort routes will be shared-use paths and provide high comfort facilities for pedestrians. Additional possible types of facilities include neighborhood bikeways, bike lanes, buffered bike lanes, and separated bike lanes. The decision as to the exact facility type will be made during design with the goal of providing a facility for users of all ages and abilities. Supplemental facilities will be bike facilities that help make a connection, and will likely consist mostly of striped bike lanes and shared lane markings. Recommendations also include suggestions for programs and policies that could make walking, biking, and rolling safer and more appealing in the Billings area. The final chapter uses prioritization criteria established by the steering committee to group projects into four buckets including short term, high priority; long term, high priority; opportunistic priority; and low priority.

STAKEHOLDERS

The local review of the Pedestrian Bicycle Master Plan involves public discussion sessions, work sessions, and regular business meetings of the City Council, Yellowstone County Board of County Commissioners, and Yellowstone County Board of Planning (Planning Board). The Planning Board also conducted a legally advertised public hearing at its meetings on February 11, 2025. The public can provide comments, ask questions at any of these meetings, as well as provide formal public testimony at the Planning Board.

The public participated in this plan throughout the process with two public input periods, and an opportunity to review the draft plan. A mid-plan progress report also was provided to the City Council and BOCC in June 2024.

The Technical Advisory Committee forwarded a recommendation of plan approval to the governing bodies at their meeting on January 30, 2025. The Planning Board forwarded a recommendation of plan approval to the Policy Coordinating Committee at its meeting on February 25, 2025. On March 3, 2025, the City Council received a presentation on the contents of the Plan.

The Planning Board forwarded a recommendation of plan approval to the Policy Coordinating Committee at its meeting on February 25, 2025. The Planning Board members discussed several items at their meeting. One member was concerned about allocating more funding for shared use paths when there was already a maintenance shortfall. Transportation Planner Elyse Monat explained that this plan does not allocate funding; it is a blueprint for the ideal buildout of the system. She specified that there is a disclaimer in the plan that says this. The board member felt comfortable voting for the plan with this disclaimer. Members expressed several other concerns related to walking, biking, and driving in Billings in general that were generally outside of the scope of the plan. One member questioned if "mixing zones" where a bike lane ends temporarily due to a right hand turn lane were safe. Another was concerned about the pedestrian-activated flashing beacons on Shiloh Rd. and said that he could not see the flashers from the far side of the intersection and had to slam on his breaks several times to avoid hitting pedestrians. Ms. Monat said she could share these concerns with the Engineering Division.

ALTERNATIVES

City Council may:

- Forward a recommendation of approval to the Policy Coordinating Committee; or,
- Forward a recommendation of approval to the Policy Coordinating Committee with recommended changes; or
- Not forward a recommendation of approval. Not forwarding a recommendation of approval would not be in accordance with past support in 2024 by the City Council and PCC of the adopted Billings MPO Work Plan that included update of this document, and could create questions from MDT and FHWA on the local reasons that federal PL funds were spent on the project.

FISCAL EFFECTS

There are no fiscal effects. This is a plan only. However, the City, County, State, MPO, or other parties, may choose to program funds to implement project recommendations in the future. This plan was approved for completion by the governing bodies in the FY23 Unified Planning Work Program and is 100% funded through Federal PL funds; no local funds were used for this project. Council forwarded a recommendation of approval to use federal funds for this project by approving the FY23 and FY24 UPWPs.

SUMMARY

Staff recommends that the City Council forward a recommendation of plan approval to the Policy Coordinating Committee (PCC), which is scheduled to meet on March 18, 2025.

Attachments

Draft Billings Area Pedestrian and Bicycle Master Plan

2025

Billings Area Pedestrian & Bicycle Master Plan

alta

BILLINGS - YELLOWSTONE COUNTY
MPO
METROPOLITAN PLANNING ORGANIZATION

Contents

CHAPTER 1

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- *Introduction*
- *Why Invest in Active Transportation?*
- *Billings Pedestrian + Bicycle Master Plan Update Vision*

CHAPTER 2

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APPENDIX A

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Full Project List

Disclaimers: This is a planning level document only. It is not intended to obligate or mandate development of the projects in the plan or obligate any jurisdiction to implement any or the entire document. In addition, this document does not assume prioritization or commitment of any local funds unless authorized by local or state government agency.

This document outlines project recommendations as of the adoption date. However, the City of Billings is considering conducting a system-wide plan which, when completed, may contradict some of the recommendations in the Billings Area Pedestrian and Bicycle Master Plan. If the new, system-wide plan contradicts this plan, the new plan will take precedence. If this is the case, the Billings Area Pedestrian and Bicycle Master Plan may be edited to eliminate contradictions between the two plans.

CHAPTER 1

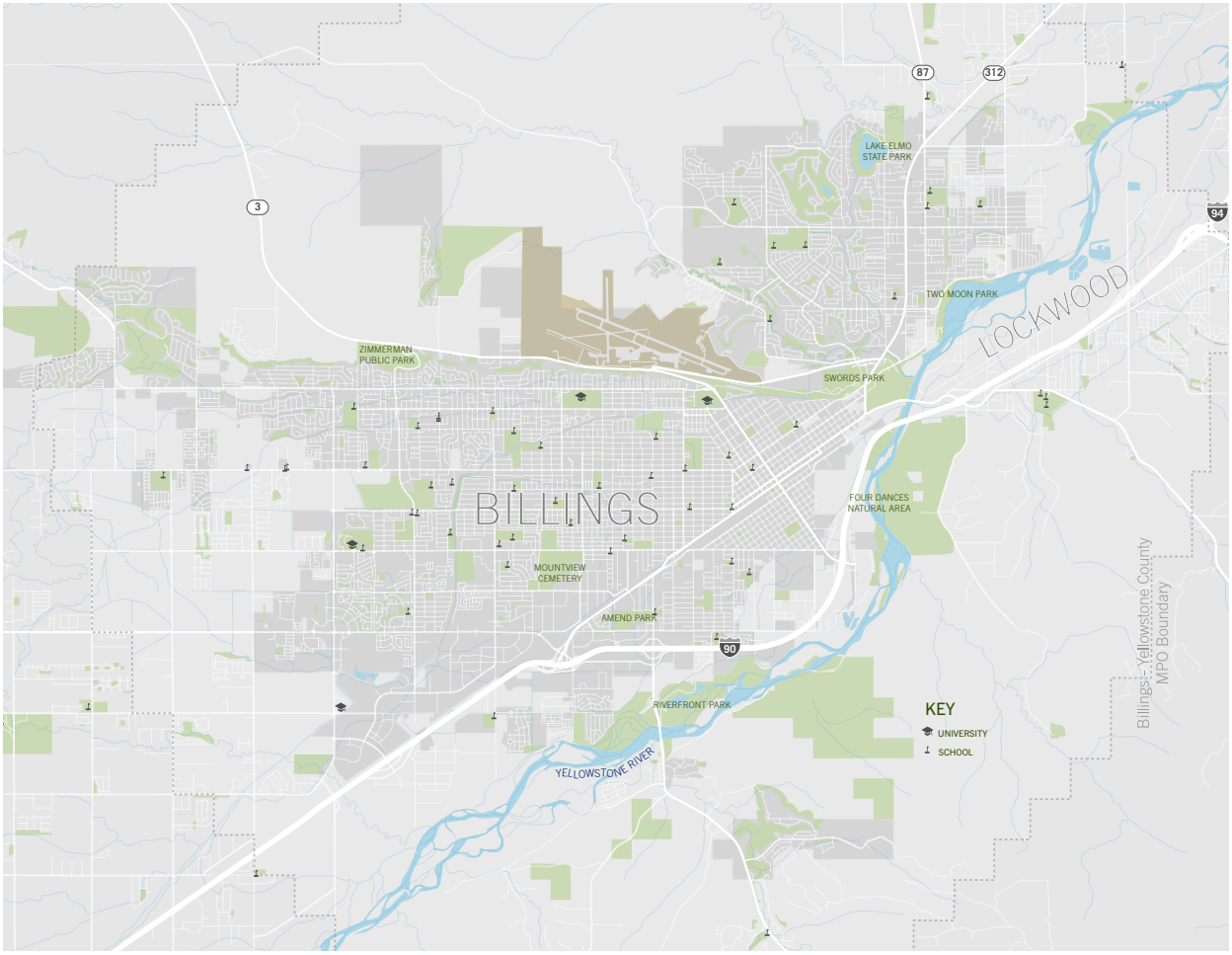
Introduction, Vision & Goals

Introduction

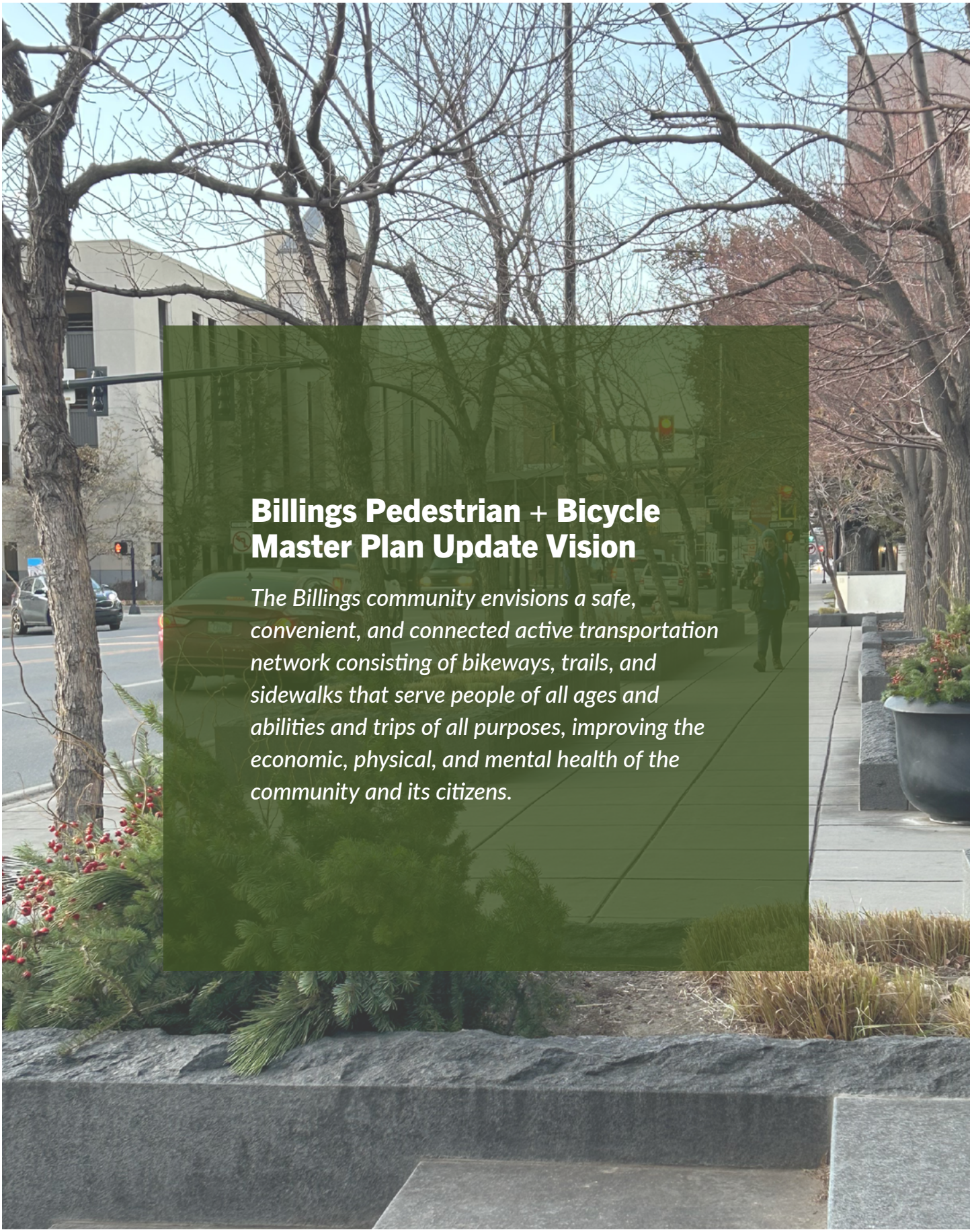
Formerly named the Billings Area Bikeway & Trails Master Plan (2017), the **2024 Billings Area Pedestrian & Bicycle Master Plan** serves as an update to the 2017 plan, and provides the region with a blueprint for improving conditions for active transportation looking forward. The intent of this plan is to identify progress on the system since 2017, identify and prioritize projects that will improve the safety and convenience of walking, biking, and rolling* in the Billings area, and establish strategies for implementing next steps in the process.

This plan combines both pedestrian (shared use path) recommendations and bicycle (neighborhood bikeways, bike lanes, buffered bike lanes, protected bike lanes, and shared use paths) into two categories: high comfort and supplemental. These categories are discussed more in Chapter 5. New in this plan, a Pedestrian Level of Traffic Stress Analysis was conducted for road segments. Chapter 5 also references design guidance for pedestrian crossings. Figure 1.1 shows a map of the study area, which encompasses the City of Billings and immediately adjacent, unincorporated areas served by the Billings-Yellowstone County Metropolitan Planning Organization (MPO).

FIGURE 1.1 - MAP OF STUDY AREA



* ***Rolling*** *refers to the use of any personal mobility device outside of traditional pedal cycles, including wheelchairs, scooters, skateboards, one-wheels, or other human-powered and electric devices. While the spectrum of personal mobility devices continues to expand, the infrastructural needs remain similar to those of pedestrians and bicyclists based on speeds and required space.*



Billings Pedestrian + Bicycle Master Plan Update Vision

The Billings community envisions a safe, convenient, and connected active transportation network consisting of bikeways, trails, and sidewalks that serve people of all ages and abilities and trips of all purposes, improving the economic, physical, and mental health of the community and its citizens.

The Billings Area Pedestrian + Bicycle System* should...

Make useful connections

- To transit
- To schools
- To commercial and civic destinations
- To parks, trailheads, destination trails (e.g., Marathon Loop), and recreation areas
- Close gaps between facilities

Serve a wide variety of people

- The overall network should include a connected **all-ages-and-abilities** network that everyone from young children to seniors feel comfortable and safe using
- Infrastructure should be clean, easy to understand, and **accessible** (ADA & PROWAG (Public Rights of Way Accessibility Guidelines) compliant)
- The system should benefit both **recreational and commuter/utility trips**
- Emphasis should be placed on **demographics that rely on active transportation** for their daily needs

Increase the safety and health of the community

- The system should enable **physical activity** as part of everyday life
- Improvements should contribute to a **reduction in the number of crashes involving bicyclists and pedestrians** and aim to make streets safer for all roadway users
- The system should **increase awareness and visibility** of pedestrians and bicyclists
- The system should contribute to **improved air quality** and a healthier environment

Enable efficient and sustainable implementation

- Policies and initiatives should allow the City and MPO to build the pedestrian/bicycle network **at a faster rate** than in previous years
- The network should be expanded in a way that can be **successfully maintained based on local resources**

Expand transportation choices

- The system should **reduce reliance on motor vehicles**
- The system should contribute to an **increase in walking and bicycling mode share**

*_**The Pedestrian + Bicycle System**_ *refers to both the infrastructure (the physical network) and non-infrastructure (policies, programs, and practices) initiatives that enable safe walking/bicycling in the community.*

CHAPTER 2

Progress Report

What has happened since 2017?

Much has changed since the adoption of the 2017 Billings Area Bikeway & Trails Master Plan, including the completion of several projects and initiatives based on the plan's recommendations. This chapter provides a snapshot of recently completed projects; policies, programs, and other initiatives that have been implemented; and changes in the demographics and travel behaviors of residents over the last six years.

Projects Completed Since 2017

Over the last six years (2017–2023), over 61 miles of active transportation facilities have been constructed in the Billings area, including new on-street bikeways, paved trails, and sidewalks (See Figure 2.1). Figure 2.2 illustrates the locations across the area where these investments have been made.

FIGURE 2.1 – BIKEWAYS, PAVED TRAILS, & SIDEWALKS

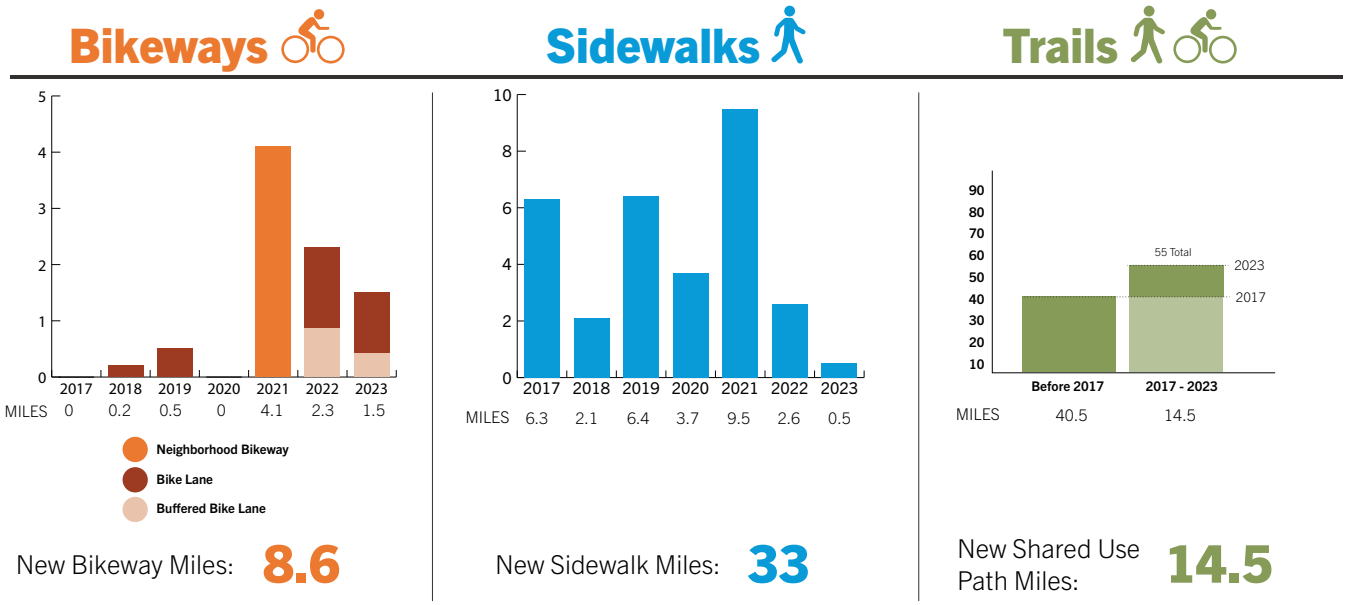
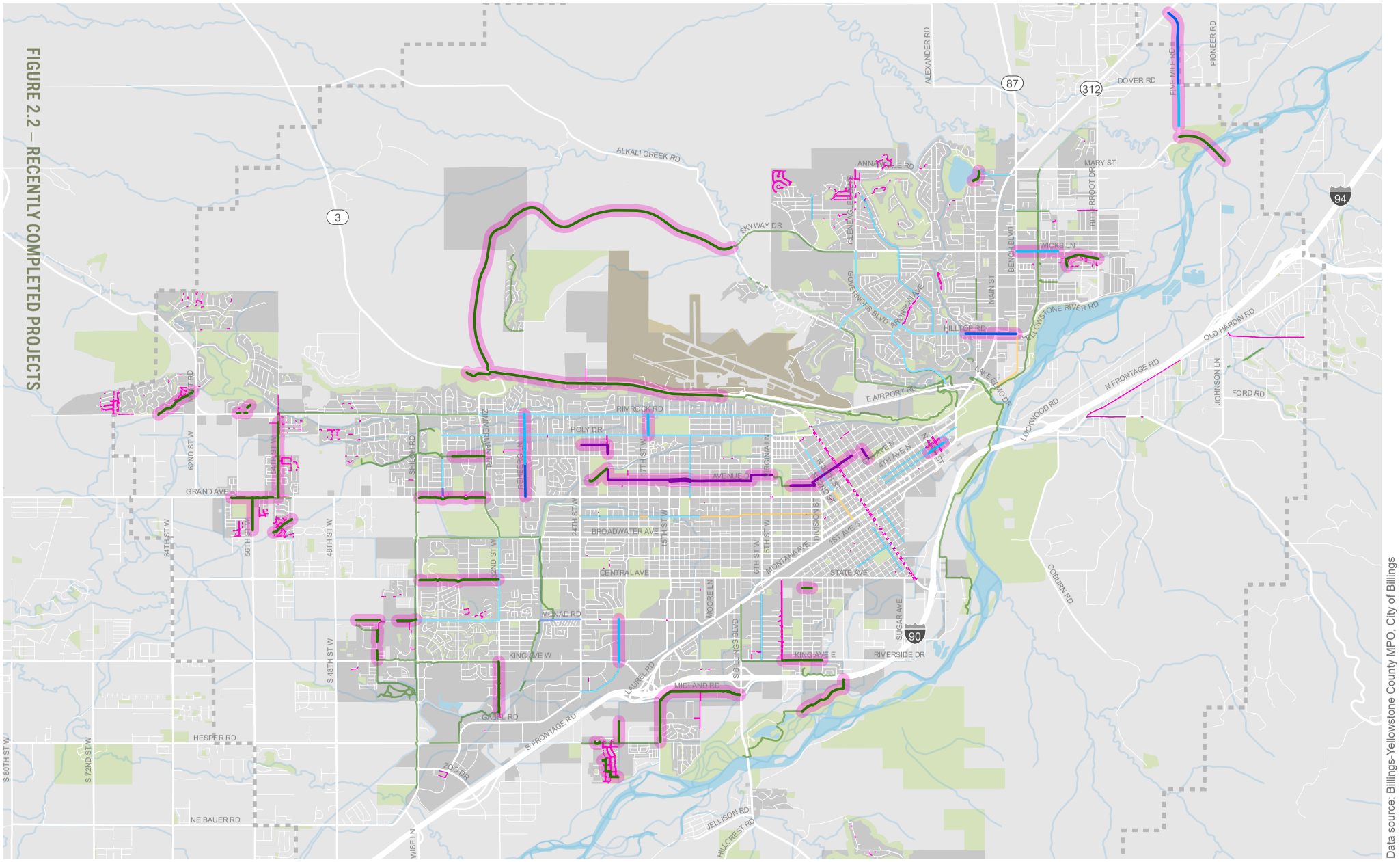


FIGURE 2.2 – RECENTLY COMPLETED PROJECTS



Data source: Billings-Yellowstone County MPO, City of Billings

PROJECTS COMPLETED SINCE 2017

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

This map highlights Pedestrian and bicycle projects that have been completed since the adoption of the 2017 Billings Area Bikeway and Trails Master Plan.

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0 2 4 MILES

EXISTING FACILITIES

- Shared Use Path
- Buffered Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Shared Use Path (in progress)
- Built Since 2017
- Sidewalks completed since 2017
- Billings-Yellowstone Co MPO Boundary
- City of Billings Boundary

Policies, Programs, & Other Initiatives

In addition to investments in physical infrastructure, the City, MPO, and County have dedicated time and resources to the development of new policies, programs, and other initiatives that support active transportation in the Billings area. Table 2.1 summarizes the efforts that were recommended in the 2017 Plan.

TABLE 2.1 – PROGRESS ON POLICIES, PROGRAMS, & OTHER INITIATIVES RECOMMENDED IN THE 2017 PLAN

TYPE	PROGRAM & DESCRIPTION	PROGRESS SINCE 2017
EQUITY	**BICYCLE GIVE-A-WAYS** Local businesses and organizations, including Billings TrailNet, Lockwood PTA, Merrill Lynch, and Edward Jones, among others, collaborate to provide funding to give away bicycles to the community. These events have proved to be very popular.	The Lockwood Pedestrian Safety District gives away a few bikes a year to students in need. Kids In Motion (KIM), a free bike repair program for students in Billings Public Schools, helps keep bikes that students already have rideable. In 2023, HDR engineering firm donated 24 bicycles to kindergartners at Highland elementary school.
ENCOURAGEMENT	**MUNICIPAL BIKE FLEET** Promote work-related trips by bicycle; reduce daytime auto trips. Bike Share systems in the United States have become a popular form of micromobility (sometimes referred to as small things on wheels). While these systems were initially implemented primarily in large U.S.. cites, they are now being implemented in small to mid-size cities like Billings. Rather than implement a municipal bike fleet, the City/County should assess the feasibility of implementing a bike share system.	Bike and Scooter Share Feasibility study was completed in 2020. Several companies have approached Billings about bringing shared micromobility (bike and/or scooter share) to town. However, staff plan to set guidelines by issuing an Request for Proposals (RFP) for a provider. As a smaller community, this will help to make expectations clear up front.
ENCOURAGEMENT	**BICYCLE AND TRAILS MAP (2011 PLAN RECOMMENDATION)** Provide route and facility information and highlight walking and bicycling destinations. Entities should coordinate to ensure that the maps distributed have consistent information. A meeting should be held annually to revise maps as needed. TrailNet should continue maintaining the online interactive map on their website.	The Metropolitan Planning Organization added an app with route and facility information

TABLE 2.1 – POLICIES, PROGRAMS, & OTHER INITIATIVES (CONT.)

TYPE	PROGRAM & DESCRIPTION	PROGRESS SINCE 2017
ENCOURAGEMENT	**SAFETY EQUIPMENT USE ENCOURAGEMENT** Encourage the use of bicycle lights, helmets and reflective clothing by promoting the use of this equipment and hosting equipment giveaways. Organizations and school districts should coordinate their efforts, share resources, establish best practices and determine program development costs	Lockwood Pedestrian Safety District gives away some helmets and reflective slap bands to 4th graders in May. Previously, the school district had a grant from St. Vincent Healthcare (now Intermountain Health) to sell helmets to students at $5/helmet. The funding for the discounted helmets was exhausted. Both hospitals sell low cost helmets, but they are not free.
ENCOURAGEMENT	**CONDUCT WALKABILITY, ACCESSIBILITY AND PARK AUDITS** Conduct audits in the city's parks to assess accessibility conditions, lighting and improve safety. To identify assets and barriers in park access, safety and connectivity to other parks	Healthy By Design created a Parks RX program where they evaluated two parks and creating walking route maps showing conditions on the trails. Crime Prevention Through Environmental Design (CPTED) is currently a priority for the City and some parks have received CPTED audits with more audits possible in the future.
ENFORCEMENT	**INCREASE TRAFFIC ENFORCEMENT** Increase the budget for traffic enforcement in the City of Billings to allow additional officers to be assigned to traffic detail. The community consistently stated that traffic enforcement for all road users in the Billings Area was perceived to be minimal.	A mill levy that passed a couple of years ago provided more funding for police officers, including traffic enforcement. More officers have been added as a result.
EVALUATION	**ESTABLISH COMPREHENSIVE COUNTS PROGRAM** Data on walking and bicycling is necessary to track growth in these modes and determine where investments are necessary. The city should continue collecting data on bicycling and trail use using manual and automated counters.	In recent years, Billings has shifted entirely to automatic counts. This means not as many pedestrian counts have been taken. A new people-counter downtown under Skypoint was installed, but is out of commission. There is also one new set of permanent bike lane counters on Poly. A new permanent counter was also installed on the HWY 87 path which is through the Lockwood Pedestrian Safety District.

TABLE 2.1 – POLICIES, PROGRAMS, & OTHER INITIATIVES (CONT.)

TYPE	PROGRAM & DESCRIPTION	PROGRESS SINCE 2017
EVALUATION	**VISION ZERO** The goal of the program is to reduce traffic fatalities and serious injuries to zero.	The Billings Area Community Transportation Safety Plan (CTSP) was updated in 2021 with Vision Zero goals. The CTSP focused on behaviors such as lack of restraint, impaired drivers, and inattentive driving, with a focus on young drivers.
EVALUATION	**MEASURING THE STREET** Before and after the installation of new bikeway or trail facility, data should be collected on bicycle, pedestrian and motor vehicle volumes, crashes, and motor vehicle speeds. This data can be used to evaluate how effective new bikeways or trails are in achieving goals	This process of data collection was utilized when implementing the new neighborhood bikeway, which set a precedent to continue this type of evaluation on future facilities.
OTHER	**DEVELOP SYSTEM-WIDE WAYFINDING PLAN** A wayfinding system should identify destinations that should be signed to, identify trails and bicycle boulevard routes to be signed, adopt standard placement practices for wayfinding signs, and install signage along priority routes	Billings adopted a wayfinding plan in February 2020. Wayfinding signage has been installed along Ave D neighborhood bikeway.
OTHER	**BICYCLE PARKING** A bike parking code should be part of a future Zoning Code update to standardize rack type and placement practices, and ensure bike parking is installed with new development. A bike parking program, focused on Downtown and other areas of the community, allows the community to request the placement of racks on public lands, and property owners to request racks on their private land (otherwise, these racks may never be installed in areas where they are needed, such as auto-oriented 'strip-mall' developments in the western part of Billings).	Bike parking is now required by City zoning code in some districts. The city established a downtown bike parking program, but the program has run out of funding and is now dormant.

Trends in Travel

Since 2017, the number of people who call the City of Billings home has increased from 109,894 to 118,849 (8% growth over six years, not including unincorporated population growth), placing more pressure on the transportation system and its ability to serve a growing population. Figure 2.4 highlights travel trends based on available American Community Survey (ACS) data, which shows limited changes in mode share. ACS data considers only commute trips to work, and does not account for other daily trips for errands, social life, etc. So while overall biking and walking trips to work decreased between 2014 and 2021 according to ACS data, user count data along Billings' bikeways and trails, as shown in Chapter 3, suggests an upward trend in walking and biking over the last five to six years.

FIGURE 2.3 – POPULATION GROWTH

Source: 2023 Billings Urban Area Long Range Transportation Plan

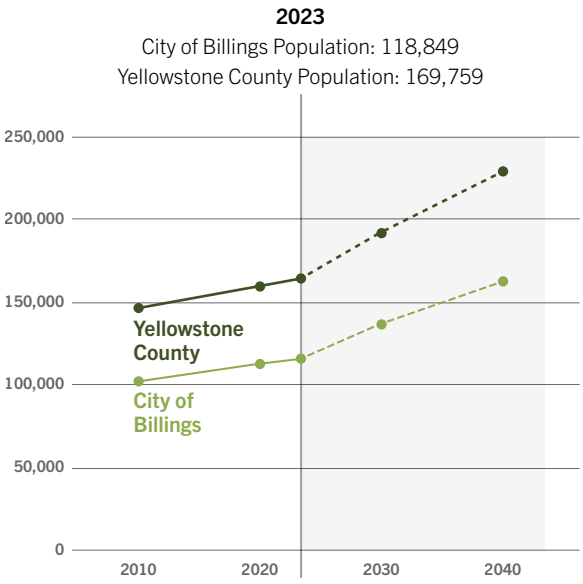
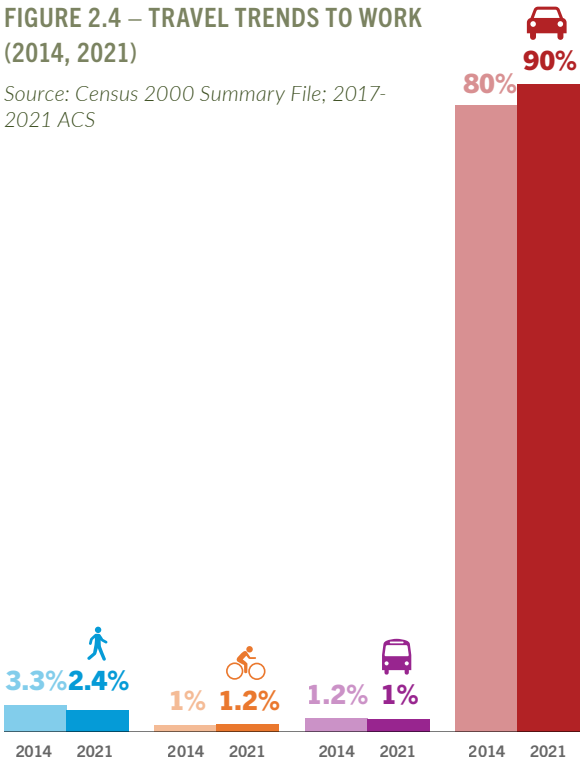


FIGURE 2.4 – TRAVEL TRENDS TO WORK (2014, 2021)

Source: Census 2000 Summary File; 2017-2021 ACS



2017 Recommendations Audit

An audit of the 2017 Plan's recommendations was conducted to identify lessons learned during the last six years of implementation and opportunities to refine the City and MPO's approach moving forward. Both infrastructure (bikeway and trail network) and non-infrastructure (programs, policies, and other initiatives) recommendations were reviewed.

Network Recommendations

Figure 2.5 shows a map of existing bikeways and trails, projects recommended in the 2017 Plan, and priority projects identified in 2017. Some of the questions considered in reviewing the 2017 network recommendations and lessons learned include:

What were some of the primary funding sources for projects that were completed since 2017?

- Local street maintenance funds
- Local gas tax
- Local owner assessments
- Statewide Transportation Improvement Program (STIP)
- State Fish, Wildlife, and Parks Recreational Trails Program Grant
- Federal BUILD Grant (now called RAISE Grant)

Why were some of the 2017 priority projects implemented while others were not?

- Avenue D Neighborhood Bikeway was implemented because it was a new facility type and the top ranked neighborhood bikeway from the plan
- Small section of BBWA Canal Trail between Woody Dr. and 21st St.: no right-of-way constraints; grant received from Recreational Trails Program, with matching contributions from Billings Trail Net, Public Works, and Parks
- Limiting factor for priority projects that were not completed were funding and staff capacity

What led to non-priority projects being completed?

- Several non-priority projects were completed opportunistically in conjunction with Public Works' Pavement Preservation Plan and Capital Improvement Plan (CIP)
- Several shared use paths along roadways (sidepaths) were constructed as part of Public Works' policy that a 10' shared use path (sidepath) is required as part of the reconstruction of any arterial
- The Skyline Trail was pursued because it was a good candidate for a federal BUILD grant

For those projects that were designated in 2017 as "visionary long range bikeways," has anything changed that would lead us to more specific recommendations?

- Some sections of Grand Avenue are not currently part of the Capital Improvement Plan (CIP), but there have been discussions to add them
- There have been discussions about dedicating funding for concept/feasibility studies for these corridors

Are there any previously recommended projects that are slated for near-term implementation?

- Skyline Trail and Inner Belt Loop were completed while this plan was being developed
- See 5-year CIP and Pavement Preservation Plan

In general, what have we learned over the last six years about developing the active transportation network? Is there anything about the approach that should change?

- External funding is available for larger projects, and Billings was successful in being awarded a handful of grants, but staff capacity can be a limiting factor in taking advantage of all the state and federal grant opportunities
- Public Works is doing a good job of referencing the Master Plan to make sure planned bicycle and pedestrian improvements are included in maintenance and new construction projects
- The prioritization process for this plan should consider Public Works' CIP project list
- Billings' Complete Streets Policy has guided Public Works consideration for active modes in implementing the CIP

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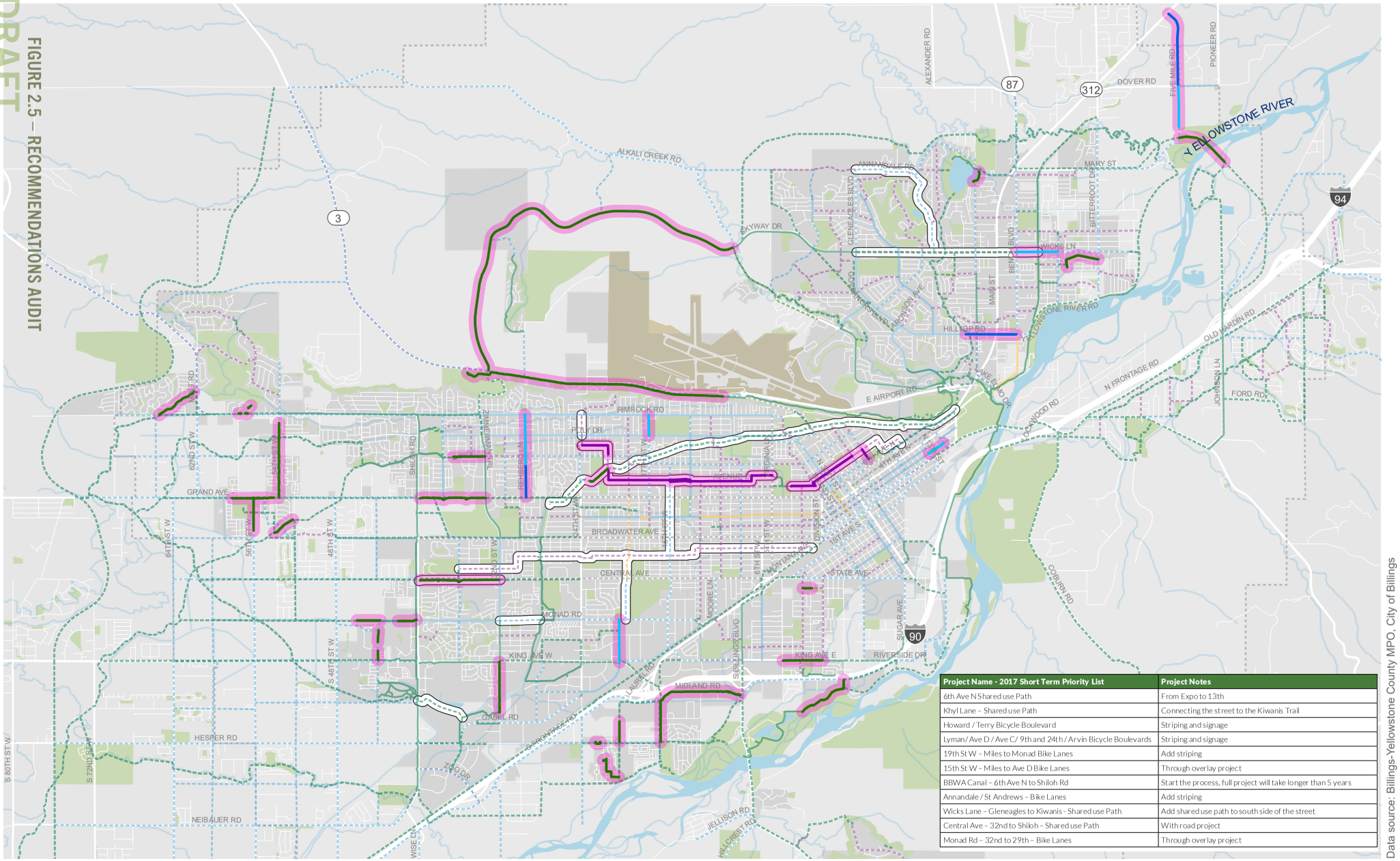
FIGURE 2.5 – RECOMMENDATIONS AUDIT



Project Name - 2017 Short Term Priority List	Project Notes
6th Ave N Shared use Path	From Expo to 13th
Khyl Lane – Shared use Path	Connecting the street to the Kiwanis Trail
Howard / Terry Bicycle Boulevard	Striping and signage
Lyman/ Ave D / Ave C/ 9th and 24th / Arvin Bicycle Boulevards	Striping and signage
19th St W – Miles to Monad Bike Lanes	Add striping
15th St W – Miles to Ave D Bike Lanes	Through overlay project
BBWA Canal – 6th Ave N to Shiloh Rd	Start the process, full project will take longer than 5 years
Annandale / St Andrews – Bike Lanes	Add striping
Wicks Lane – Gleneagles to Kiwanis - Shared use Path	Add shared use path to south side of the street
Central Ave – 32nd to Shiloh – Shared use Path	With road project
Monad Rd – 32nd to 29th – Bike Lanes	Through overlay project

Data source: Billings-Yellowstone County MPO, City of Billings

PROJECTS COMPLETED SINCE 2017

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

This map shows projects completed since the 2017 Bikeway and Trails Master Plan was adopted. Projects completed since 2017 are highlighted in pink. Projects listed as priority projects in the 2017 plan are highlighted in white.

2017 Priority Projects

Bikeways & Trails Completed Since 2017

EXISTING FACILITIES

- Shared Use Path
- Buffered Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking

PLANNED FACILITIES

- Shared Use Path
- Bufferd Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Visionary

N

0 2 4 MILES

Policy & Program Recommendations

In addition to recommendations for expanding the physical bikeway and trail network, this plan also explores lessons learned from progress made over the last six years in implementing the policies, programs, and other initiatives recommended in the 2017 Plan. Of the 52 initiatives recommended, 32 have seen progress or been completed. Some of the lessons learned from investigating the progress and status of these efforts include:

- The City and MPO have been diligent in pursuing additional planning efforts recommended in 2017, including the completion of the Billings Area Wayfinding and Signage Plan, the Billings Area Bike and Scooter Share Feasibility Study, adding vision zero goals to the 2021 Community Transportation Safety Plan, etc.
- Lack of funding and staff capacity are the primary reasons for some policies, programs, and other initiatives not being implemented; some of these initiatives are no longer priorities, while others remain important to pursue
- Related to staff capacity, closer coordination between Planning and Geographic Information Systems (GIS) divisions would benefit efforts to keep data and online mapping resources organized and up to date
- It is important to get buy-in from partnering departments or agencies before committing to an initiative in the plan. This can help ensure there is consensus about the proposed recommendations.

See Table 5.2 in Chapter 5 for a complete list of previously recommended policies and programs, their current status, and future recommendations.

Adopted Plans

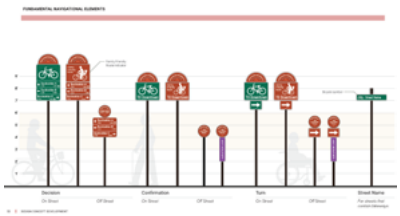
For the Billings Pedestrian & Bicycle Master Plan Update, a total of eleven plans were reviewed, including neighborhood specific, city-wide and regional plans. All of the plans, with the exception of the future City of Billings Transportation Master Plan, were published between 2016 and 2024. This section presents brief summaries of each plan, organized chronologically.

CITY OF BILLINGS GROWTH POLICY (2016)

The City of Billings added more than 6,000 people and expanded by 1.5 square miles between 2008 and 2016 alone. One of the main purposes of the Growth Policy is to determine public values and priorities as the City determines the most cost-effective ways to develop. The Policy lays out a vision for Billings in the next 20 years, which emerged through an extensive public comment process and carefully modeled growth scenario planning.

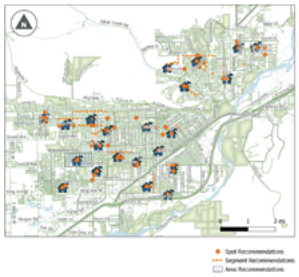
BILLINGS BIKEWAY AND TRAILS MASTER PLAN (2017)

The Billings Area Bikeway and Trail Master Plan establishes both a long-term vision and defined, achievable short-term actions to improve mobility and recreation opportunities in the Billings Area. The plan outlines vision, goals, and objectives for Billings; a review of existing conditions; an analysis of public needs and preferences; policy, program, and engineering recommendations; and a guide to implementation.



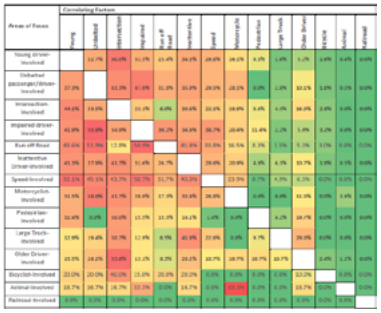
BILLINGS AREA WAYFINDING SIGNAGE PLAN (2020)

The Billings Area Wayfinding Signage Plan establishes a standard for non-motorized wayfinding signage in Billings with branded wayfinding signage. The wayfinding signage system is designed to connect places, keep information simple, help users maintain motion, be predictable, and promote active travel.



BILLINGS SAFE ROUTES TO SCHOOL PLAN UPDATE (PHASE 1) (2022)

This plan updated the original 2011 plan conducted by the City of Billings and evaluated walking, biking, and rolling conditions within a half mile of Billings Public Schools Elementary Schools and developed a list of projects that could improve conditions. Projects included facilities such as enhanced crossings, missing sidewalks, traffic calming, and more.

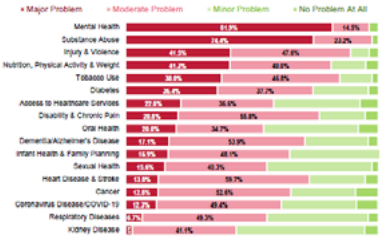


BILLINGS COMMUNITY TRANSPORTATION SAFETY PLAN (2022)

The original Billings Community Transportation Safety Plan (CTSP), adopted in 2016, was a collaborative effort between the Montana Department of Transportation (MDT) and the MPO. The ongoing purpose of the CTSP is to reduce roadway fatalities and serious injuries in the Billings MPO area. This process uses a data-driven approach to identify safety issues and determine areas in need of increased focus and strategies to reduce roadway fatalities and serious injuries.

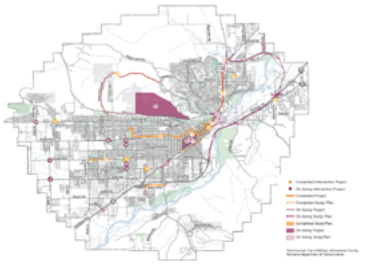
THE NATIONAL COMMUNITY SURVEY REPORT (2022)

The National Community Survey (or NCS) report is about the "livability" of Billings. The survey captures residents' opinions considering ten central facets of a community, including health and wellness, parks and recreation, community design, and mobility, among others.



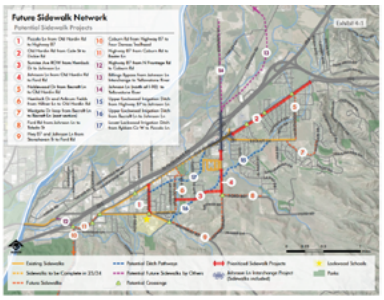
COMMUNITY HEALTH NEEDS ASSESSMENT (2023)

This Community Health Needs Assessment is a systematic approach to determining the health status, behaviors, and needs of residents in Yellowstone County, Montana. This information may be used to inform decisions and guide efforts to improve community health and wellness, including serving as the basis for the county's Community Health Improvement Plan (CHIP). A Community Health Needs Assessment provides information so that communities may identify issues of greatest concern and decide to commit resources to those areas, thereby making the greatest possible impact on community health status.



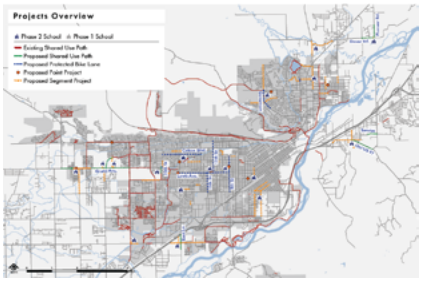
BILLINGS URBAN AREA LONG RANGE TRANSPORTATION PLAN (2023)

The Billings Planning Area Long Range Transportation (LRTP) is a framework to guide the continued development and implementation of multimodal transportation system projects for the Billings planning area. The LRTP is updated every five years, and the previous iteration was completed in 2018. This LRTP assesses today's (2023) land use and transportation conditions to forecast the future (year 2045) conditions, which aids in identifying and strategizing transportation improvements for the region.



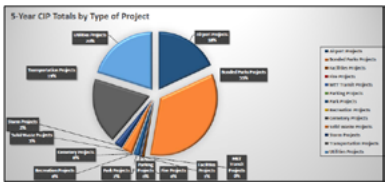
LOCKWOOD NON-MOTORIZED TRANSPORTATION PLAN

Lockwood is a community on the eastern outskirts of the City of Billings and is home to more than 7,000 residents. In 2014, voters passed a measure establishing the Lockwood Pedestrian Safety District to fund sidewalks in the community The Lockwood Non-Motorized Transportation Plan considered where future investments should be made with funds from the district.



BILLINGS SAFE ROUTES TO SCHOOL PLAN UPDATE, PHASE 2 (2024)

At the encouragement of Billings City Council, a second Safe Routes to School plan was conducted to look at walking, biking, and rolling conditions around additional schools including Billings Public Schools middle schools and private and Yellowstone County schools within the Billings urbanized area.



CITY OF BILLINGS CAPITAL IMPROVEMENT PLAN (FY 2025-2029)

This comprehensive five-year plan identifies needs for construction of capital projects or improvements to the City's infrastructure and facilities. The City of Billings FY 2024-2028 Capital Improvement Plan (CIP) contains information on how the City plans to invest available resources into key infrastructure and facilities between fiscal years 2024 and 2028. The CIP provides a forecast of funds available for capital projects and identifies all planned capital improvement projects and their estimated costs over the five-year period.

CITY OF BILLINGS TRANSPORTATION MASTER PLAN

The future City of Billings Transportation Master Plan will consider transportation for all modes across the City of Billings. Outcomes of the plan could vary from new street types to identification of specific elements for specific roadways. An extensive public outreach effort will help shape the plan.

CHAPTER 3

Existing Conditions

Existing Pedestrian and Bicycle Facilities

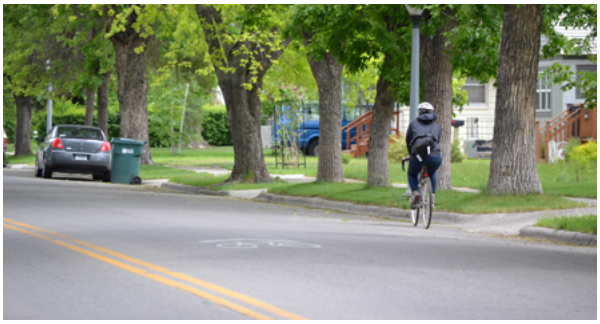
As outlined in Chapter 2, the network of bicycle and pedestrian facilities in the Billings area continues to grow. The types of bicycle facilities that exist in Billings today include conventional bike lanes, buffered bike lanes, shared use paths, neighborhood bikeways, and shared lane markings. Figures 3.1 and 3.2 show maps of existing bicycle and pedestrian facilities in the Billings area.

SHARED USE PATH 55 MILES IN BILLINGS AREA

Shared use paths, also referred to as Sidepaths when adjacent to a roadway, are paved off-street facilities that are physically separated from roadways and design to accommodate two-way, non-motorized travel. Billings has additional miles of paths that are narrower than 10 feet.

BIKE LANE 41 MILES IN BILLINGS AREA

Conventional bike lanes are on-street bikeways that are visually separated from motor vehicle traffic with white striping. They also include pavement markings and signage.



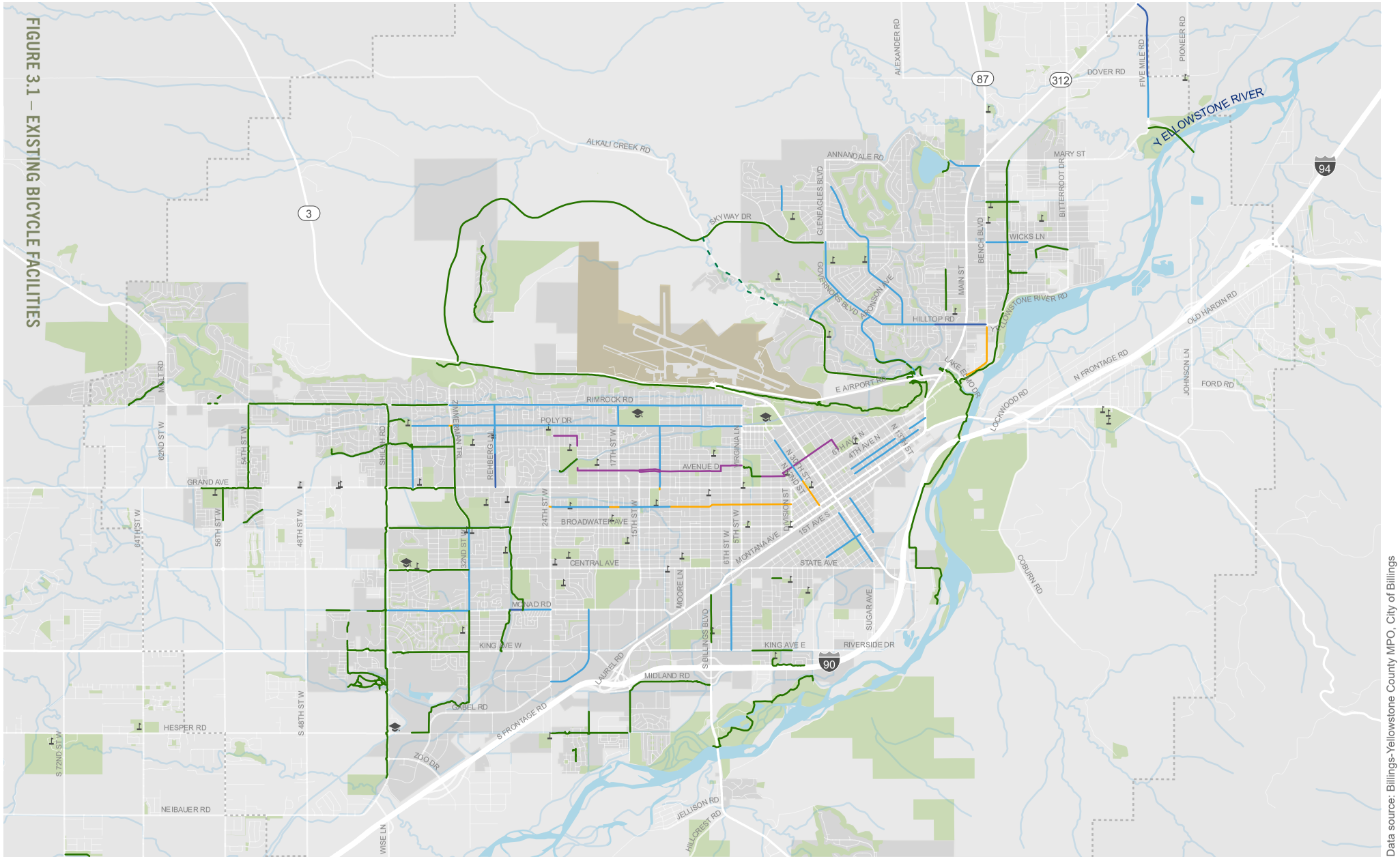
NEIGHBORHOOD BIKEWAY 5.7 MILES IN BILLINGS AREA

Neighborhood bikeways are mixed traffic facilities—meaning bicyclists and motor vehicles share the same roadway space—that prioritize bicyclist safety and comfort. They are planned along low-volume residential streets and include shared lane markings and bicycle wayfinding signage. In some cases, enhanced crossings and/or traffic calming features are included to create a low-stress bicycling experience. 5.7 miles includes all sharrows in Billings.

BUFFERED BIKE LANE 3 MILES IN BILLINGS AREA

Buffered bike lanes are conventional bike lanes that include additional striping, creating a visual buffer and greater separation between the bike lane and motor vehicle traffic. Buffered bike lanes currently exist in locations such as Monad Rd., Hilltop Rd., Rehberg Lane and Five Mile Rd.

FIGURE 3.1 – EXISTING BICYCLE FACILITIES



Data source: Billings-Yellowstone County MPO, City of Billings

EXISTING BICYCLE FACILITIES

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

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N

0 2 4 MILES

EXISTING

- Bike Lane
- Buffered Bike Lane
- Neighborhood Byway
- Shared Lane Marking
- Shared Use Path

- Parks
- Schools
- Colleges
- City of Billings Boundary
- MPO Boundary

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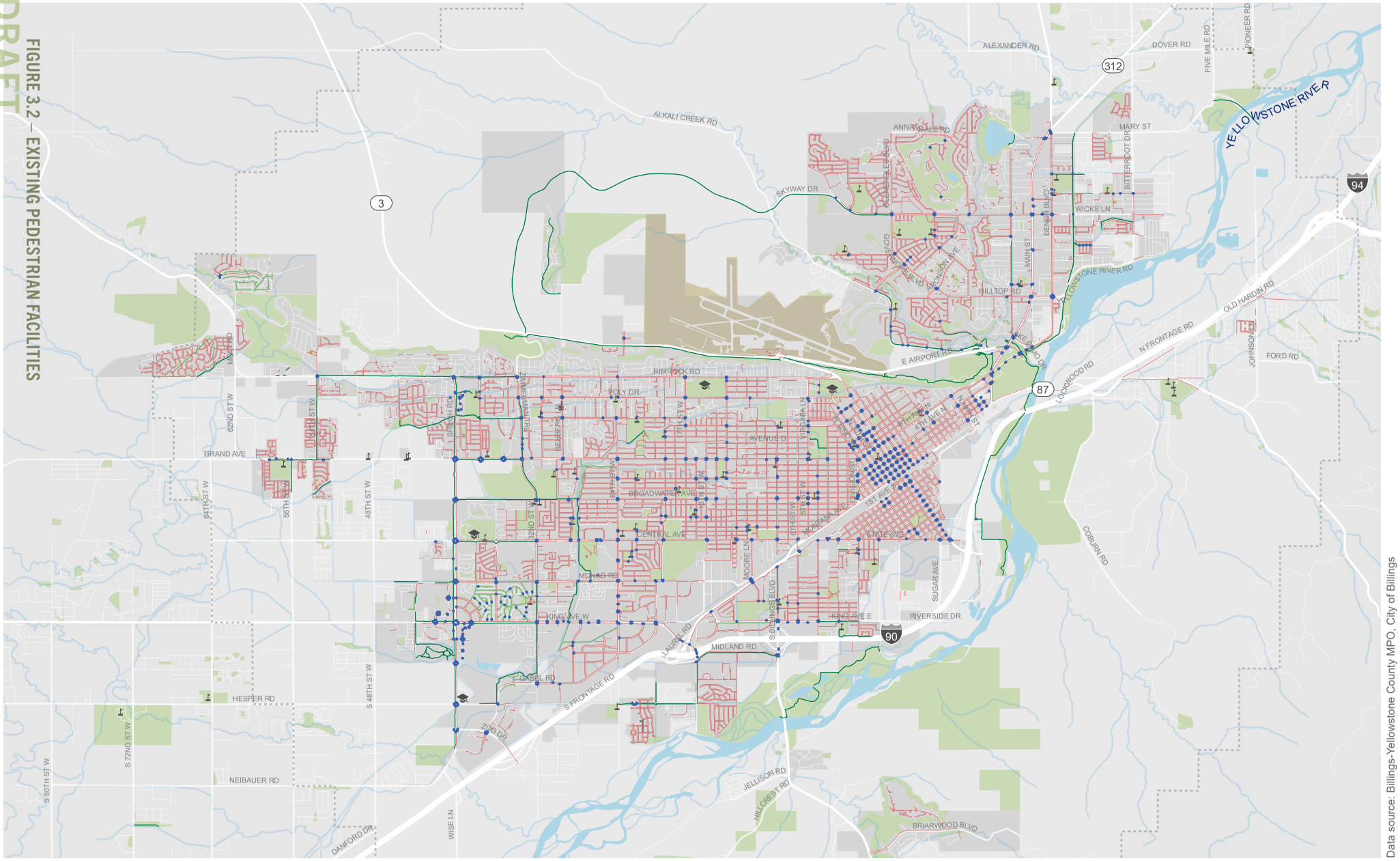
FIGURE 3.2 — EXISTING PEDESTRIAN FACILITIES



Data source: Billings-Yellowstone County MPO, City of Billings

EXISTING PEDESTRIAN FACILITIES

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

- Crosswalks (1154)
- Sidewalks
- Shared Use Path
- Neighborhood Trail
- Parks
- Schools
- Colleges
- City of Billings Boundary
- MPOBoundary

N

0 2 4 MILES

Network Analysis

The existing network maps help to identify existing gaps and opportunities for connections; however, further network analysis and mapping of user count data aid in understanding parts of the network that might benefit from future improvements. This section explores takeaways from analyzing the network's Level of Traffic Stress (LTS) for both pedestrian and bicycle networks, crash history and safety, and documented use of Billings' bikeways and trails.

Level of Traffic Stress

A Level of Traffic Stress (LTS) analysis is a method that seeks to quantify the amount of stress a bicyclist or pedestrian is likely to experience on a given corridor, especially related to exposure to motor vehicle traffic. In other words, it gauges how comfortable the network is for people bicycling and walking. LTS analysis is based on research related to bicyclist preferences and behavior, which finds that most people (51–56%) who are interested in using a bicycle for transportation are concerned about safety and prefer lower-stress environments, typically characterized by quiet neighborhood streets or facilities that provide physical separation from motor vehicle traffic. This group is referred to as "interested but concerned" and will usually choose not to ride a bicycle if low-stress bicycle facilities are not provided. Because they make up the majority of the population, the "interested but concerned" group is the target design user when planning and designing bicycle networks. Figure 3.1 on pg. 25 highlights design user profiles of adults who have stated an interest in bicycling, based on national research. Of note, both LTS analyses only evaluate the roadway segments, not specifically the crossings. Future Plans may evaluate crossings.

BICYCLE LEVEL OF TRAFFIC STRESS

Bicycle Level of Traffic Stress (BLTS) is measured by evaluating variables such as roadway speeds, traffic volumes, roadway widths (number of lanes), and bicycle facility characteristics. The methodology used for this plan is based on the 2012 Minnesota Transportation Institute (MTI) Report 11-19: Low-Stress Bicycling and Network Connectivity. Figure 3.3 illustrates the results of the BLTS analysis.

PEDESTRIAN LEVEL OF TRAFFIC STRESS

Similar to BLTS, the Pedestrian Level of Traffic Stress (PLTS) analysis considers factors such as sidewalk presence, sidewalk width, sidewalk buffer, roadway speed, motor vehicle volume of the adjacent roadway and roadway width to evaluate the pedestrian experience along a given corridor and is dependent upon the availability and accuracy of existing data. The methodology used for this plan is based on the methodology used by the Oregon Department of Transportation in their Analysis Procedures Manual. Figure 3.4 shows the results of the PLTS analysis for the Billings area.

FIGURE 3.1 – DESCRIPTION OF LTS

LTS analysis categorizes corridor segments into four LTS tiers:

LTS 1

Corridors that would be tolerable for **all ages and abilities**—including, in most cases, children and elderly adults—to ride or walk

LTS 2

Corridors that could comfortably ridden or walked by the **average adult population**

LTS 3

Corridors that would attract **"somewhat confident"** bicyclists and pedestrians, but would likely deter "interested but concerned" users

LTS 4

Corridors that are only acceptable by **"highly confident"** bicyclists and pedestrians

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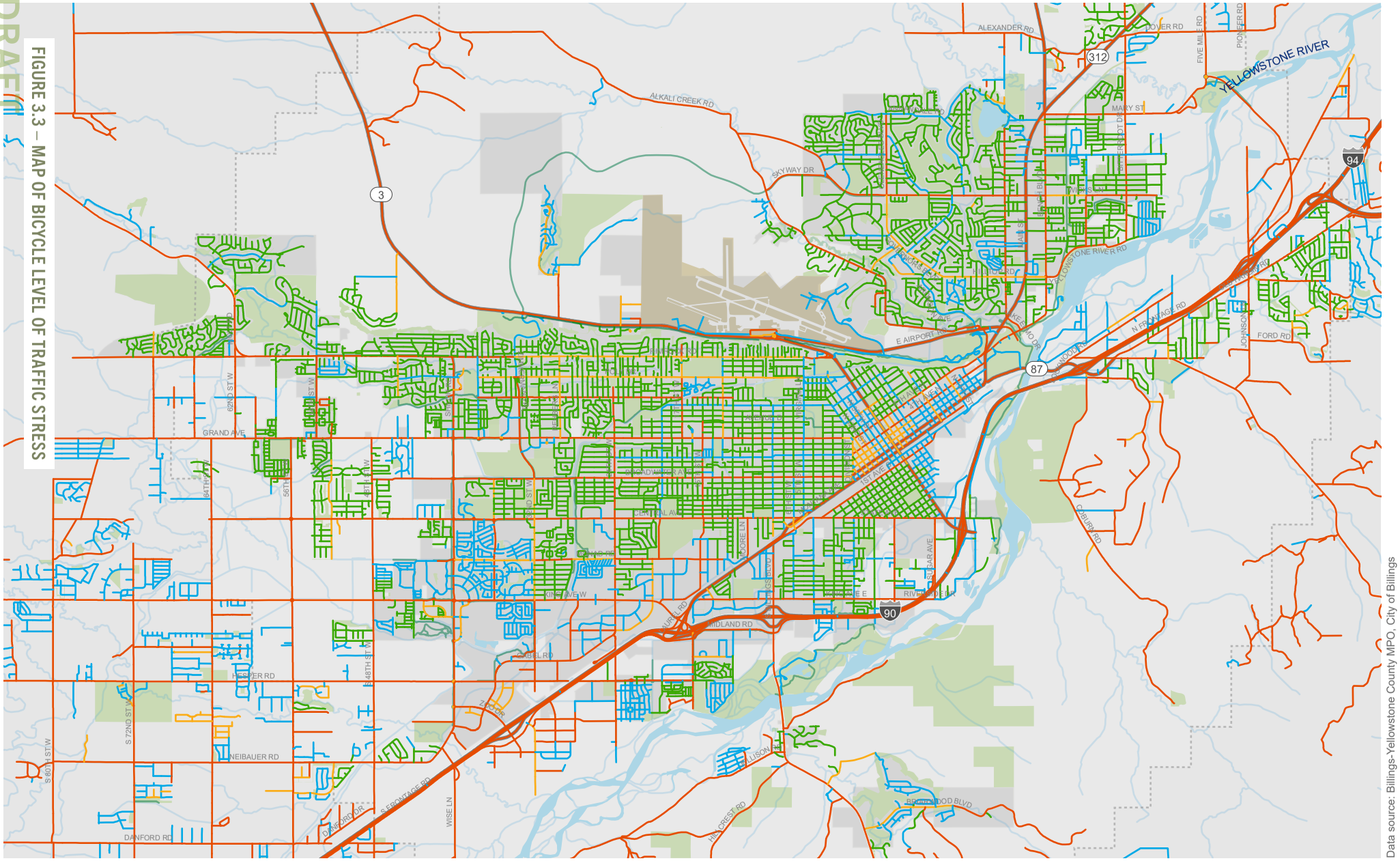
FIGURE 3.3 – MAP OF BICYCLE LEVEL OF TRAFFIC STRESS



Data source: Billings-Yellowstone County MPO, City of Billings

BICYCLE LEVEL OF TRAFFIC STRESS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

The Bicycle Level of Traffic Stress analysis only evaluates road segments and not crossings. This is evaluated using system-wide data, however, when project move into the design phase careful attention must be paid to factors that affect BLTS.

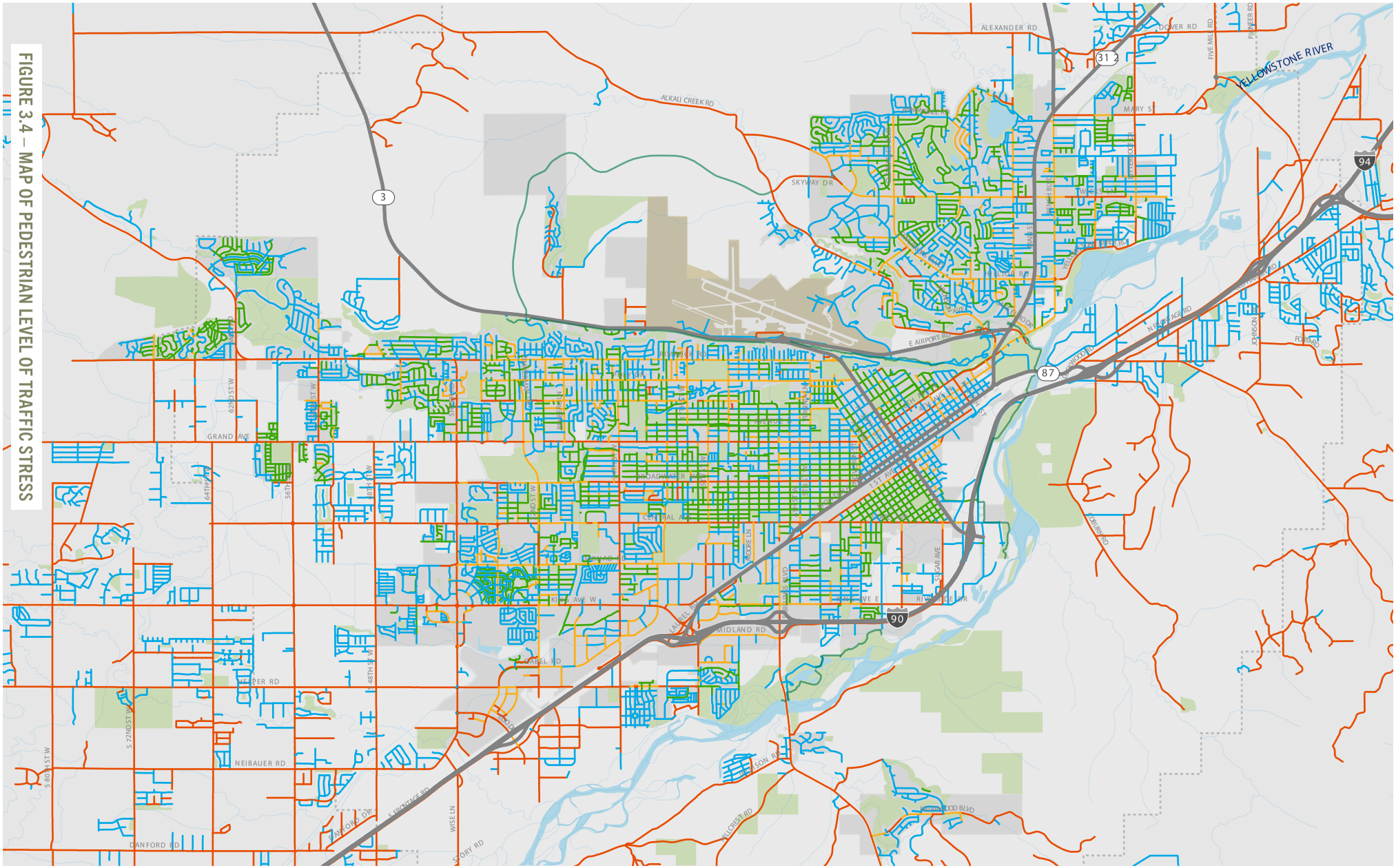
N

0 2 4 MILES

LTS SCORE

- 1 - All Ages and Abilities
- 2 - Most Adults
- 3 - Enthused and Confident
- 4 - Strong and Fearless
- Shared Use Path
- MPOBoundary
- City of Billings Boundary

FIGURE 3.4 – MAP OF PEDESTRIAN LEVEL OF TRAFFIC STRESS



PEDESTRIAN LEVEL OF TRAFFIC STRESS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

The Pedestrian Level of Traffic Stress analysis only evaluates road segments and not crossings. This is evaluated using system-wide data, however, when project move into the design phase careful attention must be paid to factors that affect BLTS.

DRAFT

N

0 2 4 MILES

LTS SCORE

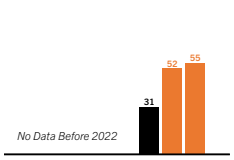
- 1 - All Ages and Abilities
- 2 - Most Adults
- 3 - Enthused and Confident
- 4 - Strong and Fearless
- Shared Use Path
- MPOBoundary
- City of Billings Boundary

Data source: Billings-Yellowstone County MPO, City of Billings

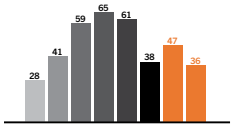
User Count Data

Bike Lane Counts

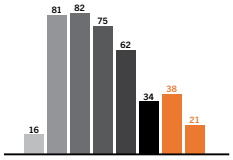
Daily Average Counts: 2017-2024



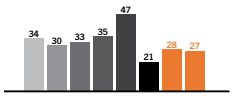
Poly Drive | 54
West of Shadow Lawn Ct



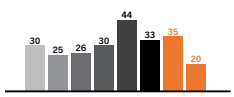
Poly Drive | 42
West of 21st St West



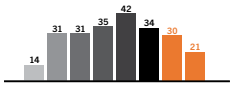
South 28th St | 30



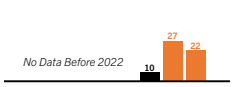
North 30th St | 28



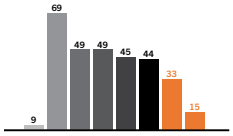
Rimrock Rd | 27



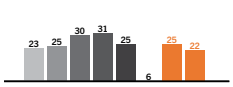
Lewis Ave | 25



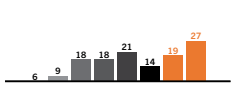
Ave D Bikeway | 24



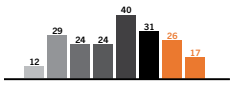
2nd Ave North | 24



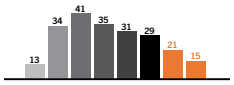
Governors Blvd | 23



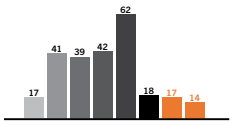
38th St West | 23



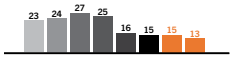
3rd Ave North | 21



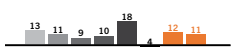
6th Ave South | 18



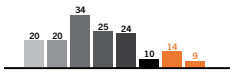
13th St West | 15



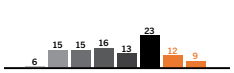
Nutter Blvd | 14



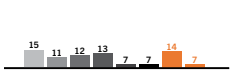
Senators Blvd | 12



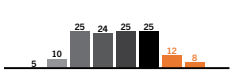
Monad Rd | 11



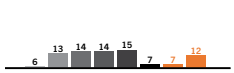
High Sierra Blvd | 10



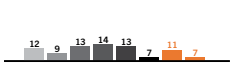
Aronson Ave | 10



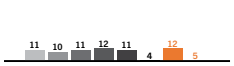
Lake Hills Dr | 10



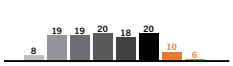
32nd St West | 10



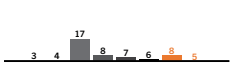
Pemberton Ln | 9



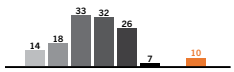
Overland Ave | 8



S 25th Street | 8

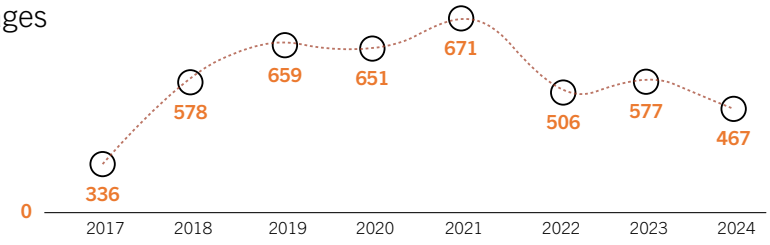


Briarwood Blvd | 7



Calhoun Ln | 5
No Data for 2023

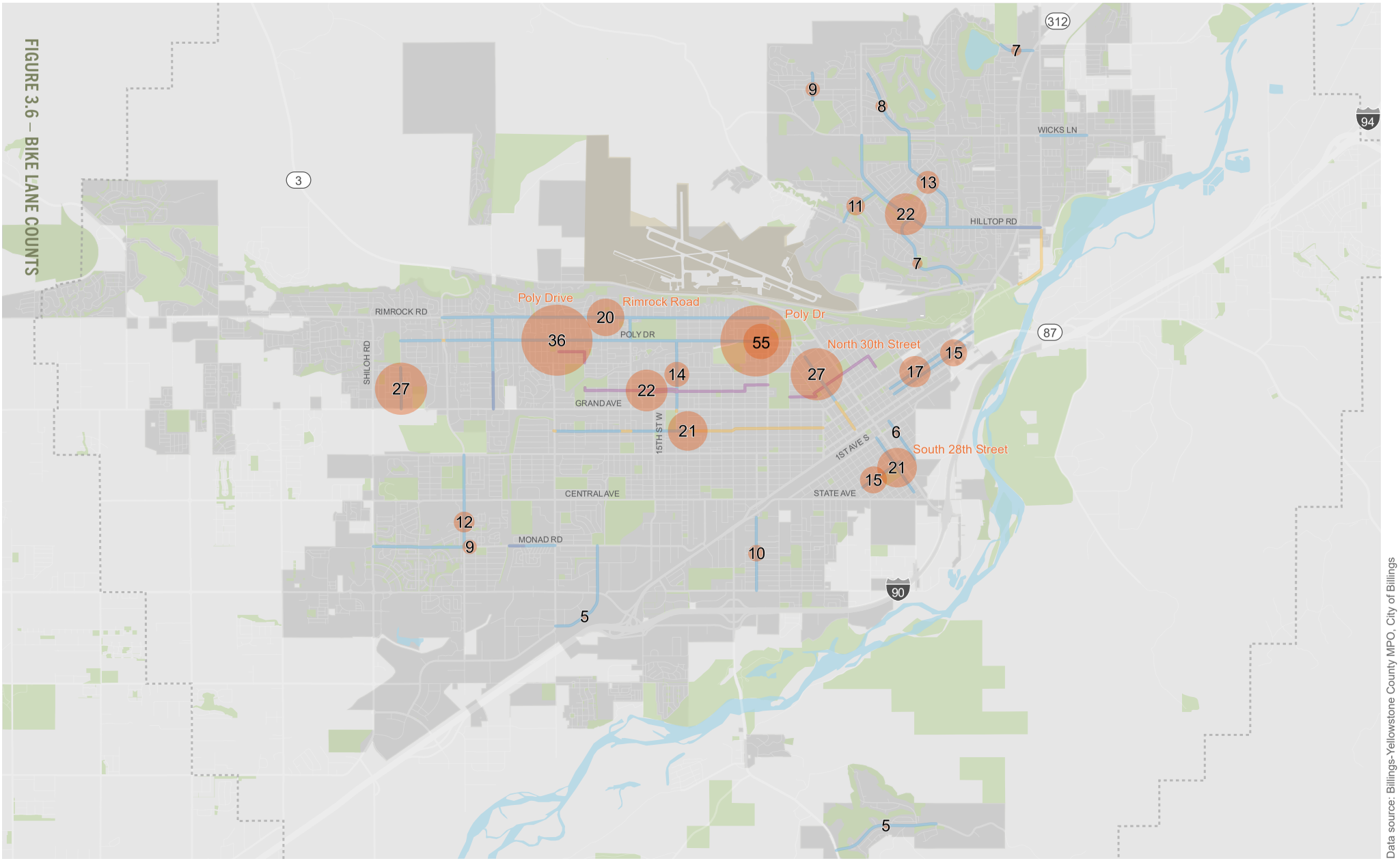
Total Daily Averages



Bike lane counts peaked in many locations during the COVID-19 pandemic bicycling boom of 2020-2021, where many residents turned to biking, walking, and rolling outside to safely stay active, see friends, and relieve stress.

Bike lane counts tend to be higher in areas with a more connected bikeway network, rather than in areas where bike facilities were isolated.

FIGURE 3.6 – BIKE LANE COUNTS



BIKE LANE COUNTS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

2024 Average Daily Counts

- Neighborhood Bikeway
- Bike Lane
- Buffered Bike Lane
- Shared Roadway
- MPO Boundary
- City of Billings Boundary

0 2 4 MILES

Data source: Billings-Yellowstone County MPO, City of Billings

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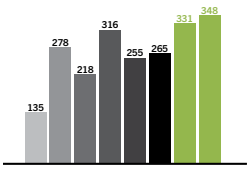
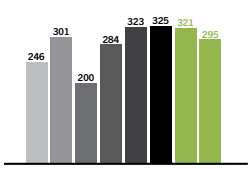
Trail User Counts

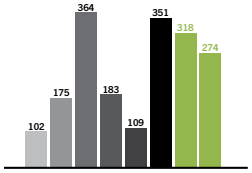
Daily Average Counts: 2017-2024



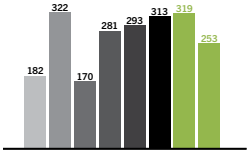
Big Ditch Trail | 340



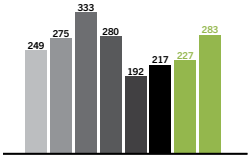
Descro Park Trail | 308



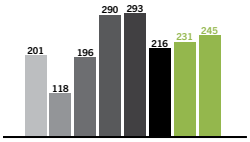
Two Moon Park Trail | 296



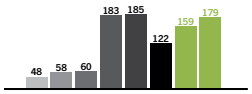
Pioneer Park Trail | 286



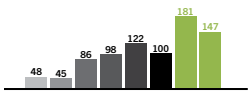
Kiwanis Trail | 255



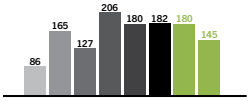
Swords Park Trail | 238



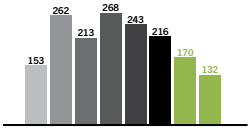
Stewart Park Trail| 169



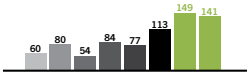
54th St West Trail| 164



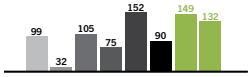
Metrapark Trail | 162



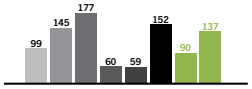
Norm's Island Trail | 151



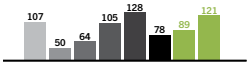
Alkali Creek Rd | 145



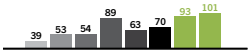
Rimrock Rd Trail | 141



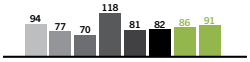
Will James Cut | 114



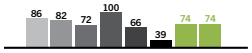
Mystic Park Trail | 105



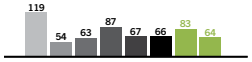
Rehberg Estates Trail | 97



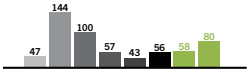
Lampman Strip Park | 89



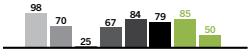
Shiloh North | 74



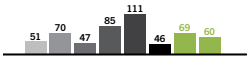
Broadwater Trail East | 73



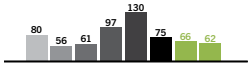
Cabela's Trail | 69



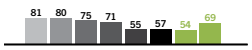
Bannister Drain Trail | 67



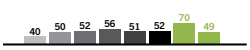
Broadwater Trail West | 65



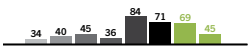
Shiloh South | 64



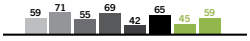
Midland Trail | 61



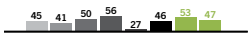
TransTech | 60



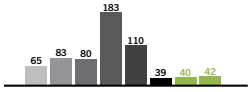
South Billings Blvd | 57



Zimmerman Road | 52



Aronson Road | 50

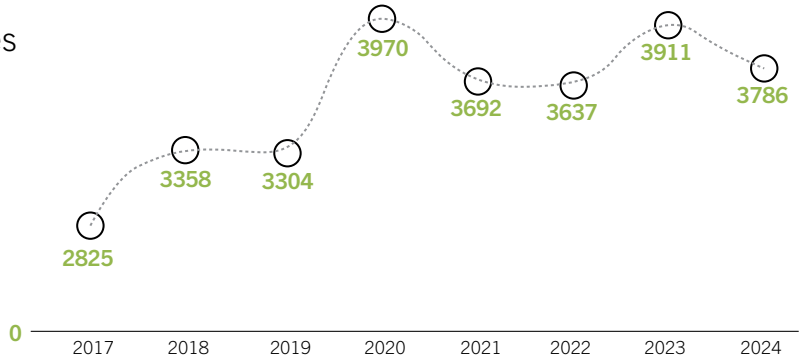


Coulson Park | 41

King Ave West | 30

Grand Ave Trail | 27

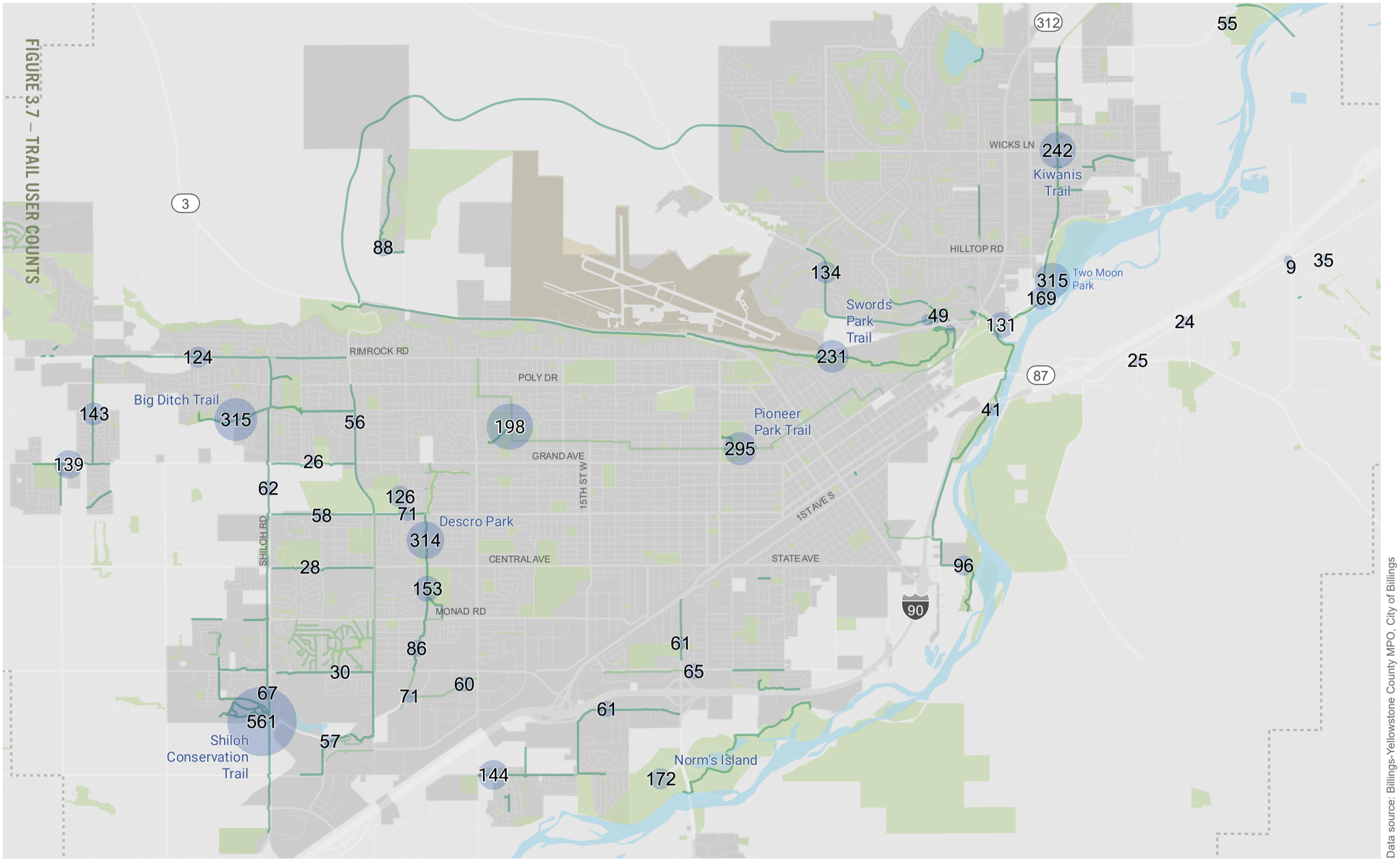
Total Daily Averages



While Shared Use Path (trail) counts peaked during the COVID-19 pandemic, they remain high at less than a 5% decrease in 2024 over 2020.

Shared use paths appeal to a wide variety of users. as can be seen by their high volume of use.

FIGURE 3.7 – TRAIL USER COUNTS



Data source: Billings-Yellowstone County MPO, City of Billings

TRAIL USER COUNTS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

*Includes all trail users (pedestrians, cyclists, etc.)

2024 Average Daily Counts

Shared Use Path

Neighborhood Trail

MPO Boundary

City of Billings Boundary

N

0 2 4 MILES

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CHAPTER 4

Community Input

Phase I Outreach

From mid-November 2023 to early January 2024, the general public was engaged in both online and in-person settings to provide input on preference, challenges, and opportunities surrounding bicycle and pedestrian mobility in the Billings Area. Public input was solicited via an online survey and interactive comment map. The in-person open house held in November mirrored the same input opportunities as the online options and are included in this summary of what was heard.

Phase I Participation

201
survey responses

189
map comments from approx. 64 IP addresses

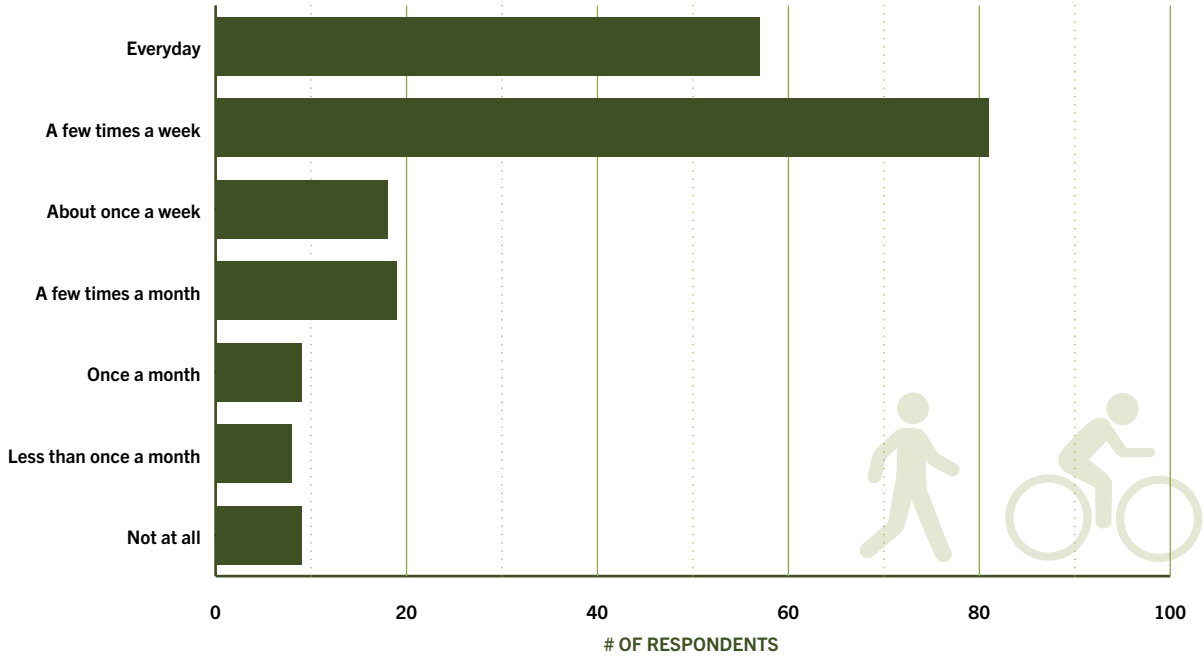
74
event attendees

1800
website visits from 10/13/23-6/1/24

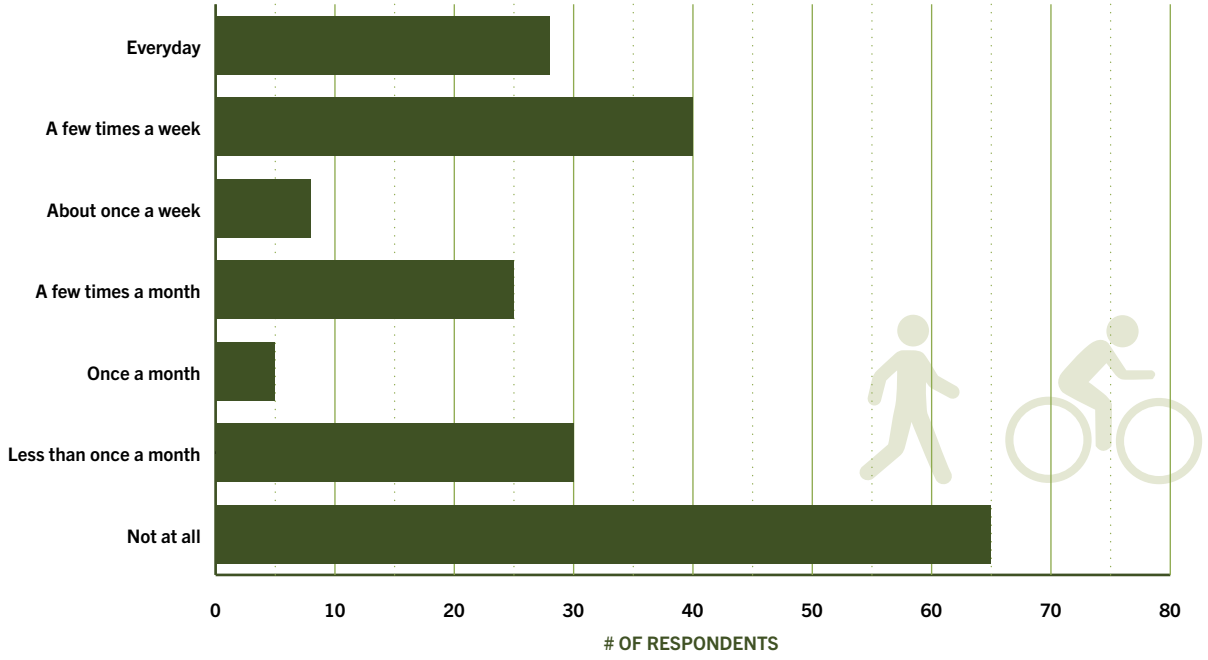
839
unique website users

Online Survey Results

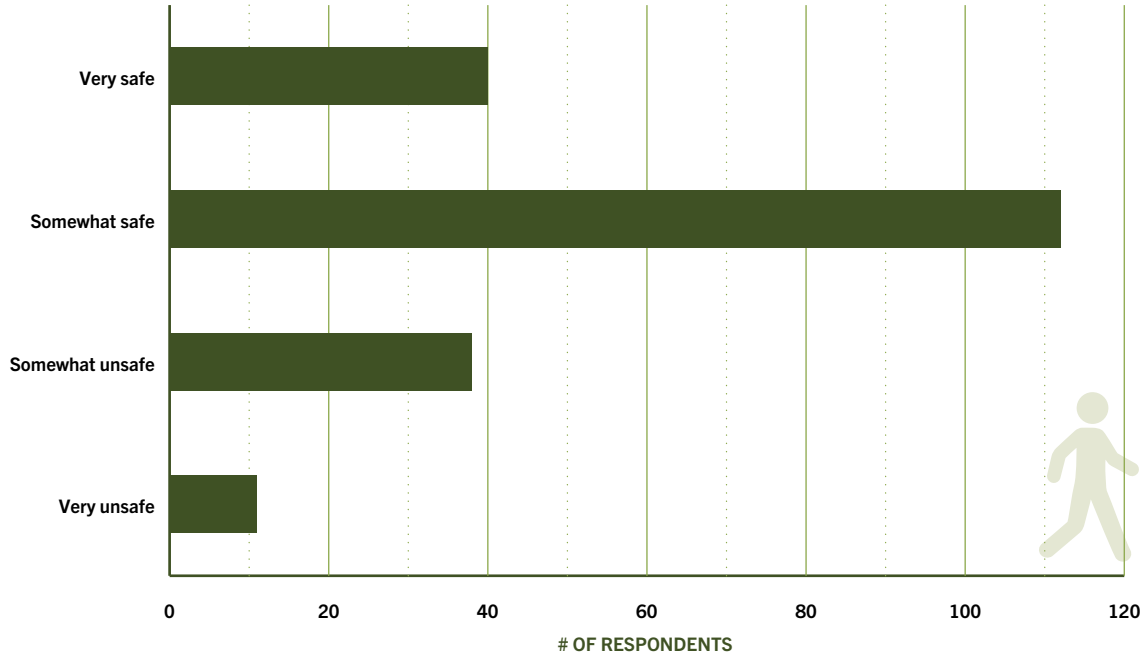
On average, how often do you walk or bike for recreation?



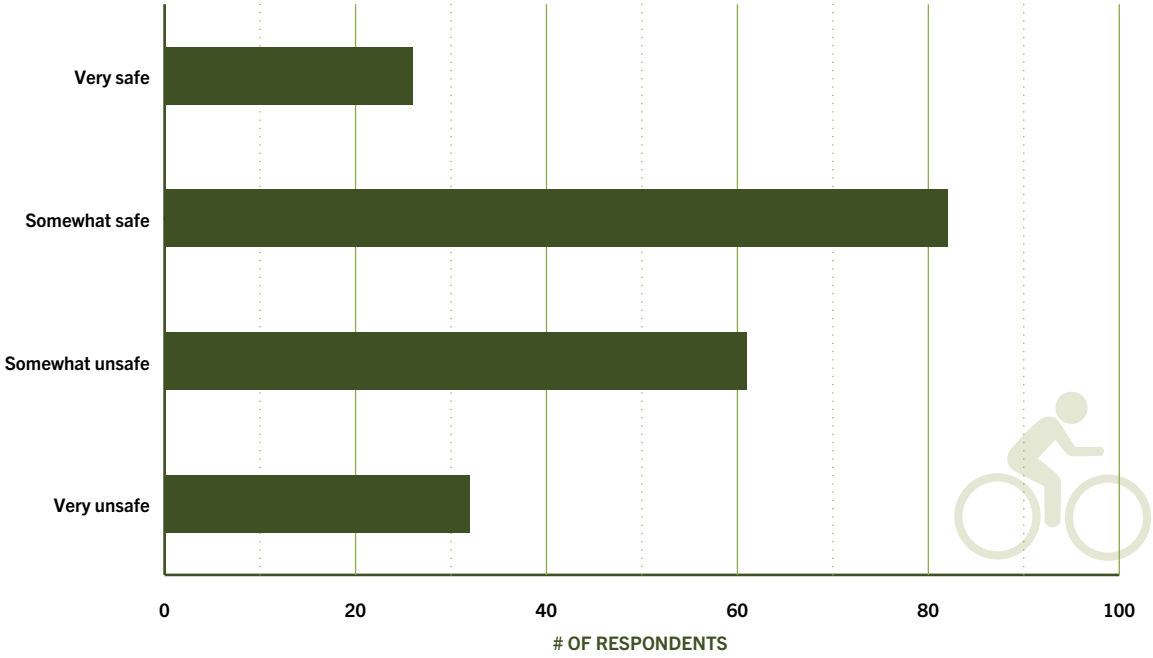
On average, how often do you walk or bike for transportation, including to access transit?



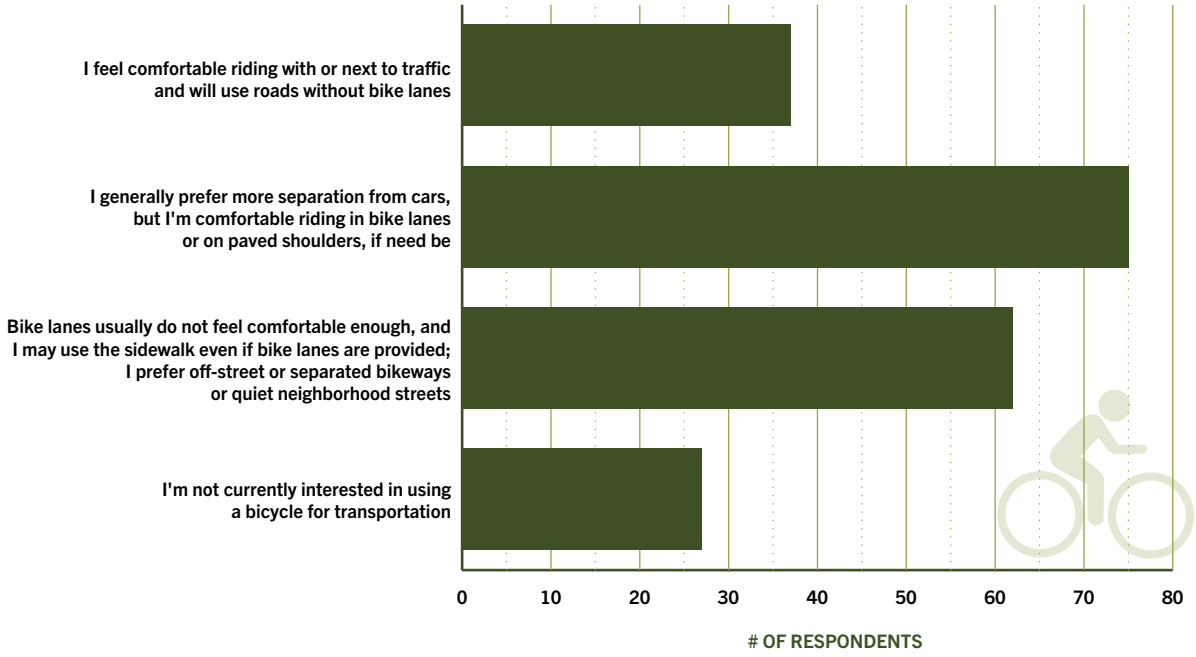
In general, how safe do you feel when walking in Billings?



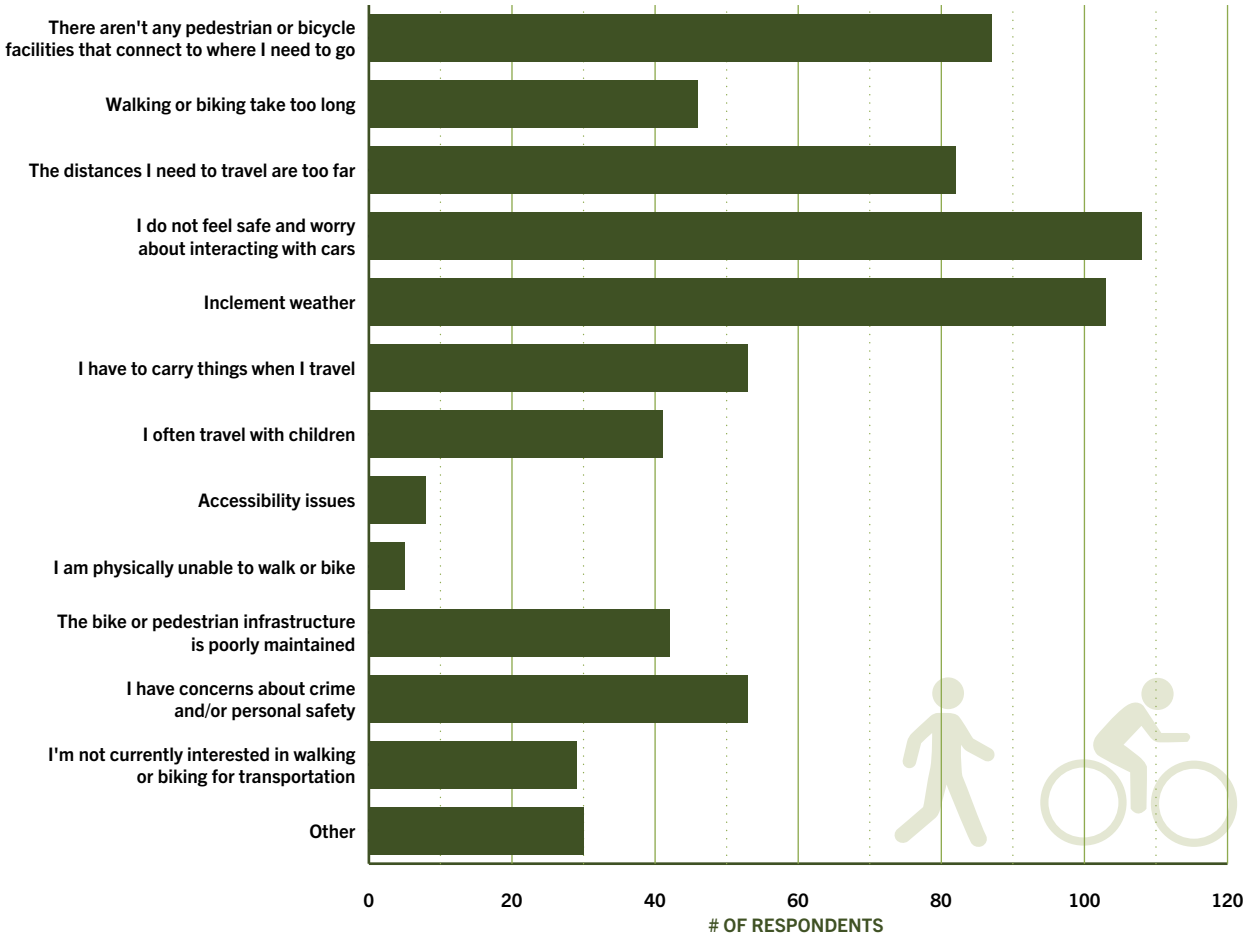
In general, how safe do you feel when biking in Billings?



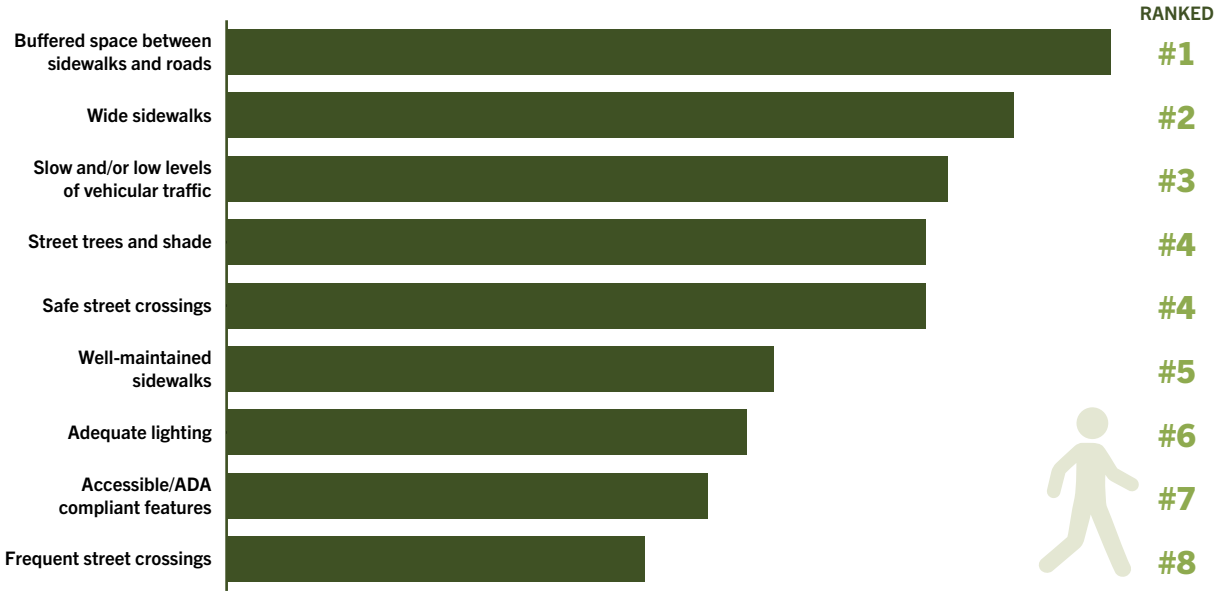
How would you describe yourself when it comes to riding a bicycle?



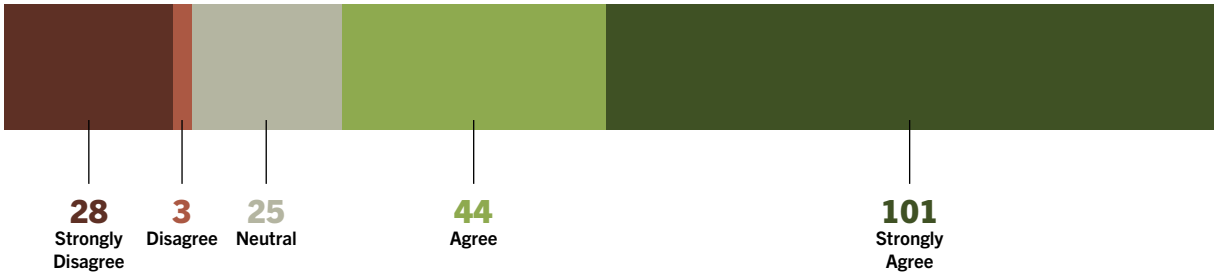
What are some things that prevent you from walking or biking more often?



What is most important to you for a comfortable walking experience? (Ranking question)



I would like to dedicate more investment dollars towards bicycle or pedestrian facilities such as walkways, paved pathways, restrooms, wayfinding signage, etc.



Open-ended Question Response Themes

What would encourage you to walk or bike for transportation more often?

RESPONSE THEME	# COMMENTS	CRITERIA
Infrastructure Improvements	81	Responses indicating a desire for **changes in the physical infrastructure**, such as the construction of new bike lanes, trails, improved crossings, and general enhancements to support walking and biking.
Connectivity	52	Responses emphasizing the **need for improved connectivity between existing paths and trails**, including requests for better-connected routes to destinations like workplaces and shopping areas.
Safety	49	Any response that primarily expressed concerns related to personal safety or the potential danger of biking and walking in certain areas.
Weather and Terrain	21	Feedback related to **weather conditions** impacting the feasibility of walking or biking, as well as comments on the state of sidewalks, trails, and paths in different weather conditions.
Amenities and Comfort	21	Responses indicating a **desire for additional amenities**, such as benches and trees, along walking and biking routes, as well as requests for bike parking and storage facilities.
Traffic Management	14	Concerns or suggestions regarding **traffic management**, including speeding issues and recommendations for better traffic control in neighborhoods.
Travel Distance	10	Concerns related to the **distance between destinations** and ease of getting to destination
Crime and Homelessness	9	Feedback addressing **concerns about crime and suggestions related to addressing homelessness**, with a focus on how these factors impact safety for pedestrians and bikers.
Public Awareness and Education	8	Any suggestion or concern related to the **education of both drivers and the general public regarding pedestrian and bike safety**, including calls for awareness campaigns.
Equipment	6	Owning **equipment that functions properly** or fits the needs of the individual.
Cultural Shift and Community Engagement	4	Responses indicating a **desire for a cultural shift to promote walking and biking**, as well as suggestions for community engagement initiatives.
Incentives and Workplace Support	3	Suggestions or requests for **workplace incentives to encourage walking or biking to work**, as well as comments on the availability of bike-friendly facilities at workplaces and tax incentives.
Specific Trail Requests	3	Explicit requests for the **development or improvement of specific trails or paths**, such as the Skyline Trail or East-West trails.
Public Transportation	2	Feedback expressing a **desire for improved public transportation options**, especially for commuting purposes, and suggestions for enhancements to existing systems.
Concerns About Tax Spending	2	Dissatisfaction or **concerns related to how funds are allocated** and the perceived shift from grant-funded projects to taxpayer-funded initiatives.
Physical Limitations	2	Physical limitations that **hinder the individuals ability to bike or walk** more frequently or for longer distances

What do you like about current walking and biking facilities (trails, sidewalks, bike lanes, neighborhood bikeways, etc.) in Billings and why?

RESPONSE THEME	# COMMENTS	CRITERIA
Trail Quality	111	General comments regarding **preference for or state of the trails and paths**. For example: Separated from roadways, dedicated bike lanes, well lit areas, wayfinding ease, maintenance of trails/paths, scenic views, specific attributes about trails/paths/routes
Existing Routes	66	Specific comments about **existing trails, paths, or routes that are enjoyed or appreciated.**
Accessibility and Connection	52	Remarks about **connectivity and access to trails/paths/routes**, with emphasis on networks of interconnected trails/paths/routes, low- to no-cost, and number of trails/paths.
Infrastructure and Development	26	Feedback on the **development of new biking and walking facilities**, suggestions for infrastructure improvements, such as better signage, lighting, and overall design, requests for more trails/paths, especially connecting different parts of the City, requests for more dedicated bike lanes to enhance safety, requests for improved connectivity between neighborhoods and various parts of the City.
Concerns	23	General **concerns about safety,** especially in high vehicle traffic areas, tax burdens, reckless drivers, general concerns with biking/walking in Billings.
Community Health and Recreation	21	Recognition of **health benefits of walking and biking**, enjoyment of recreational opportunities provided by paths/routes, and general statements about using paths/trails/routes for recreation.

What do you think could be improved about walking and biking facilities (trails, sidewalks, bike lanes, neighborhood bikeways, etc.) in Billings and why?

RESPONSE THEME	# COMMENTS	CRITERIA
Infrastructure Enhancement	96	Responses indicating a desire for **changes in the physical infrastructure**, such as the construction of new bike lanes, trails, improved crossings, signage, general lighting upgrades, and general enhancements to support walking and biking.
Connectivity and Accessibility	54	Remarks about **connectivity and access to trails/paths/routes**, with emphasis on networks of interconnected trails/paths/routes, low- to no-cost, number of trails and paths.
More Parks and Paths	36	Suggestions and comments requesting **additional parks, build out of paths**.
Safety	33	Any response that primarily expressed **concerns related to personal safety**, the potential danger of biking and walking in certain areas, or crime prevention tactics. Requests for **enhanced safety measures** such as upgrades/changes to intersections, 4-way stops, flashing crosswalks, lighting for safety purposes, etc.
Education and Awareness	17	Responses indicating a desire for a **cultural shift to promote walking and biking**, as well as suggestions for community engagement initiatives. Any suggestion or concern related to the **education of both drivers and the general public regarding pedestrian and bike safety**, including calls for awareness campaigns. Publicizing and encouraging the use of trails.
Traffic Management	16	Concerns or suggestions regarding **traffic/vehicle management**, including speeding issues and recommendations for better traffic control in neighborhoods.
Maintenance and Cleanliness	14	Requests and general comments regarding the **general upkeep of bike lanes and paths**, regular litter pickup, and enhanced maintenance.
Amenities and Comfort	14	Responses indicating a desire for **additional amenities**, such as benches, shade trees, water stations, bathrooms, trash cans, etc. along walking and biking routes, as well as requests for bike parking and storage facilities.
Prioritization	7	Requests for **prioritizing infrastructure efforts for active transportation** over purely recreational use, and encouragement for cooperative efforts between city and county areas.
Funding	6	General comments regarding the **funding of new paths**, maintaining paths, or putting funding/dollars towards activities other than biking/walking infrastructure.
Public Transportation	5	Feedback expressing a desire for **improved public transportation options**, especially for commuting purposes, and suggestions for enhancements to existing systems.

Online Interactive Map

The online interactive map allowed the public to explore the existing bicycle and pedestrian network as well as previously planned projects that have yet to be implemented. Participants were prompted to drop markers and draw lines on the map to voice opinions about locations that need bicycle and pedestrian improvements. Map comments are illustrated in Figures 4.1 and 4.2, and are categorized into one of seven categories:

ACCESSIBILITY (6 COMMENTS)

These comments included concerns about barriers to access important destinations or facilities, pointed out facilities that need improvements to accommodate young or inexperienced riders, or identified constrained sidewalks or bike lanes that do not currently meet the needs of all users

CONNECTIVITY (19)

Concerns regarding connectivity focused on connecting the pedestrian and bike network to important origins and destinations, connecting existing fragmented segments and filling in gaps to create a more complete network, leveraging partnerships with developers and local organizations to fill in gaps, coordinating with transit infrastructure to provide multi-modal integration.

INFRASTRUCTURE UPDATE (14)

Residents pointed out specific infrastructure needing maintenance or otherwise not currently meeting the needs of cyclists and pedestrians. These comments also included proposed improvements to existing infrastructure or desired additions.

PROTECTION FROM VEHICLES (28)

These are largely areas that feel unsafe for biking and walking due to a lack of protection from cars. Many of these are unprotected intersections or sections of roads with heavy traffic. Many concerns mentioned speeding as well as overly aggressive or distracted drivers as a barrier to walking and biking, and called for traffic calming, lower speed limits, and physically separated facilities.

CROSSING IMPROVEMENTS (34)

Comments around crossing improvements focused on locations that lack safe pedestrian crossings. These include areas where additional crosswalks are needed or crossings need additional facilities to make them safer, such as more signage, curb bulbouts, or lights. Some residents also suggested grade separated crossings.

PEDESTRIAN EXPERIENCE (7)

Many comments stated the importance and need for an improved pedestrian experience, such as pointing out gaps in the sidewalks, or calling attention to places where adding wider sidewalks, trees, benches, or art would make walking more enjoyable.

OTHER (7)

Some of the comments didn't quite fit into the above categories. These included concerns about poor visibility, confusion about trail routes, or questions about specific policies.

LINE SEGMENTS

Some residents chose to draw lines on the map to illustrate their concerns or ideas. These fell into one of two categories: **needed improvements on existing routes**, and **desired new connections**. Needed improvements included comments on trails that need maintenance, better protection from traffic, or other safety improvements to make the experience of walking and biking more comfortable and enjoyable. Comments pointing to new desired connections focused on connecting important origins and destinations that are currently difficult to reach, and suggested extensions of current trails. Corridors that received the most attention included Poly Dr, Broadwater Ave, 6th Ave N, Central and Grand Ave in the West End, and the Yellowstone River.

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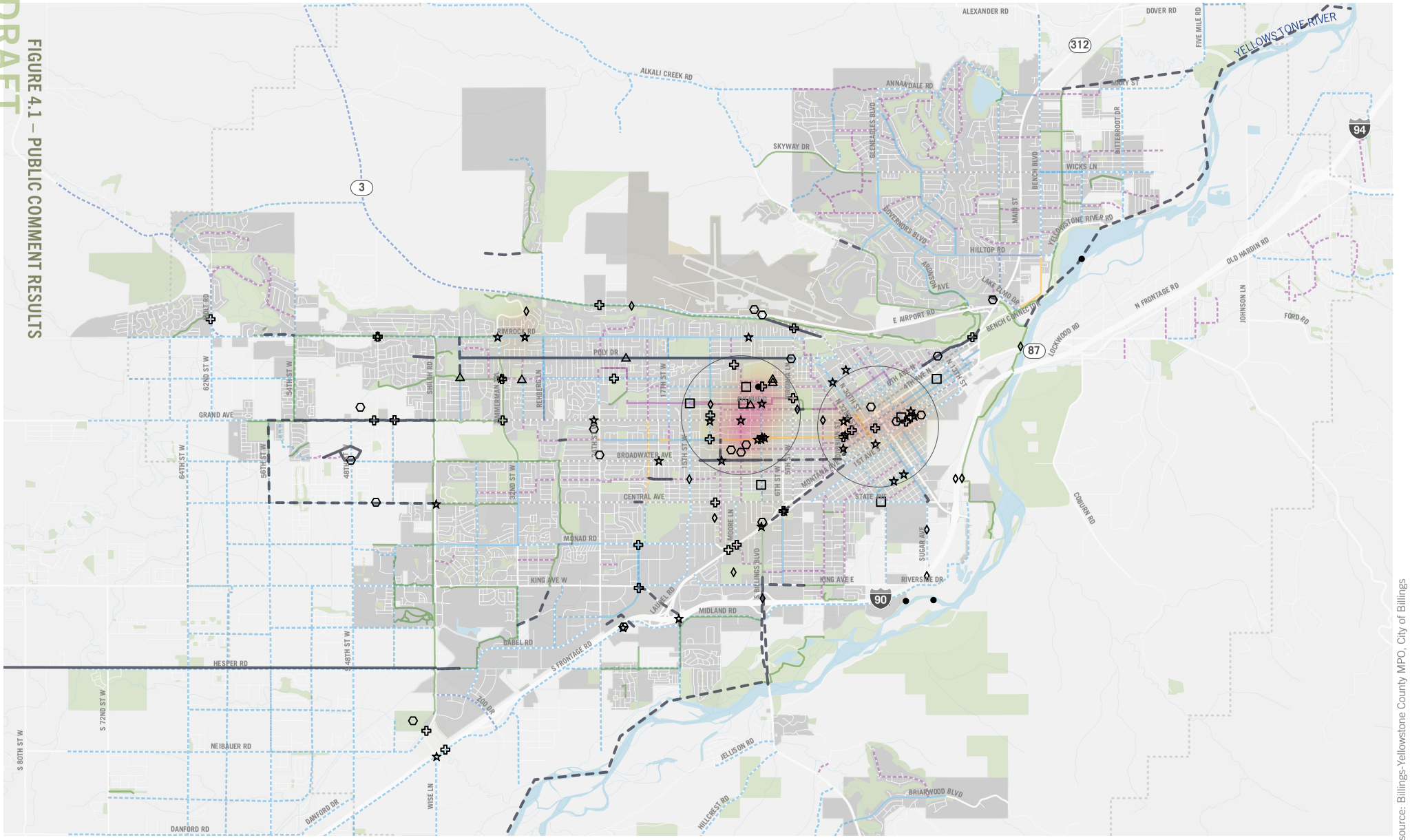
FIGURE 4.1 – PUBLIC COMMENT RESULTS



PUBLIC COMMENTS

BILLINGS AREA PEDESTRIAN BICYCLE MASTER PLAN &

COMMENT CATEGORIES

- Accessibility
- Connectivity
- Pedestrian Experience
- Infrastructure Update
- Protection from Vehicles
- Crossing Improvements
- Other
- High Density Areas
- Improve Existing
- New Connection

EXISTING BIKE FACILITIES

- Buffered Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Share Use Path

PROPOSED FACILITIES

- Bufferd Bike Lane
- Bike Lane
- Neighborhood Bikeway
- Shared Lane Marking
- Visionary

N

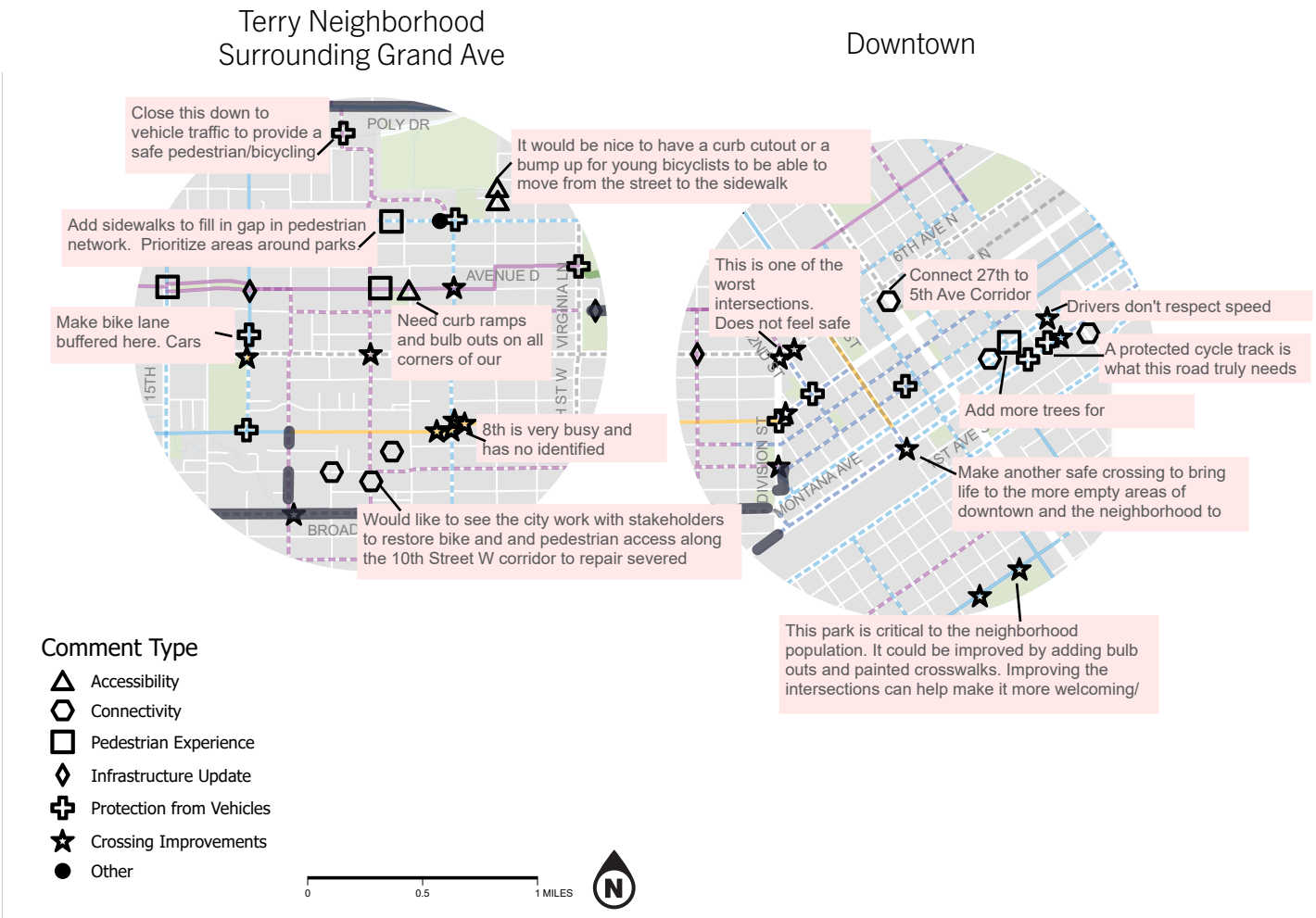
0 2 4 MILES

Data source: Billings-Yellowstone County MPO, City of Billings

Summary

Overall, Billings residents expressed a strong desire for more protection for pedestrians and cyclists, especially young or less experienced riders. Many residents have concerns about speeding cars and distracted drivers and do not feel like popular streets are comfortable without physical buffers and separation from traffic. Many also suggested reduced speeds would help with safety. Lewis Ave, Broadwater Ave, and Division Street were commonly cited as difficult to cross with current infrastructure, traffic speeds and volumes. Montana Ave, Grand Ave, and the downtown area stood out as places where many residents are calling for more protection.

FIGURE 4.2 – AREAS OF FOCUS



Phase II Outreach

Phase II public outreach took place during the month of July 2024; the public was asked to give feedback on the recommended network. Feedback was gathered via the same online interactive mapping tool used in Phase I. In addition to online outreach, the City facilitated a pop-up event along Poly Drive near Veterans Park to drive more traffic to the online comment map and test ideas for a protected bike lane along Poly Drive using temporary materials. MPO staff also talked with more than 200 people at the 2024 Strawberry Fest about what makes a comfortable walking experience.

Phase II Participation

203
map users

186
map comments from 48 IP addresses

310
total event attendees

990
website visits from 7/1/24-8/5/24

724
unique website users

Online Interactive Map

Similar to Phase I's online interactive map, the Phase II map provided the public with the opportunity to provide feedback on the recommended high-comfort and supplemental networks. Participants were prompted to drop pins along proposed routes and provide feedback to voice support, opposition, or general comments about the project. Figure 4.3 shows a screenshot of the interactive web map. In total, 203 people interacted with the online map and 186 comments were left. Respondents identified things like missing connections and crossings, dangerous path and bike lane conditions, inadequate or poor quality infrastructure, and high speed corridors, among many others. They also indicated what proposed routes they disagreed with and the changes they would make.

Each suggestion from the interactive web map was evaluated by planning and public works staff and considered for inclusion in the final network recommendations based on feasibility and the goals of the plan. Public suggestions that aligned with the plans goals and were evaluated as feasible additions to the network were flagged as "highly possible" or "possible", while others were flagged for further evaluation or no action at all. In all, 11 projects were added to the recommended network based on public suggestions. Figure 4.4 shows the specific locations and feasibility of all the comments that were received.

FIGURE 4.3 – PHASE II PUBLIC COMMENT RESULTS

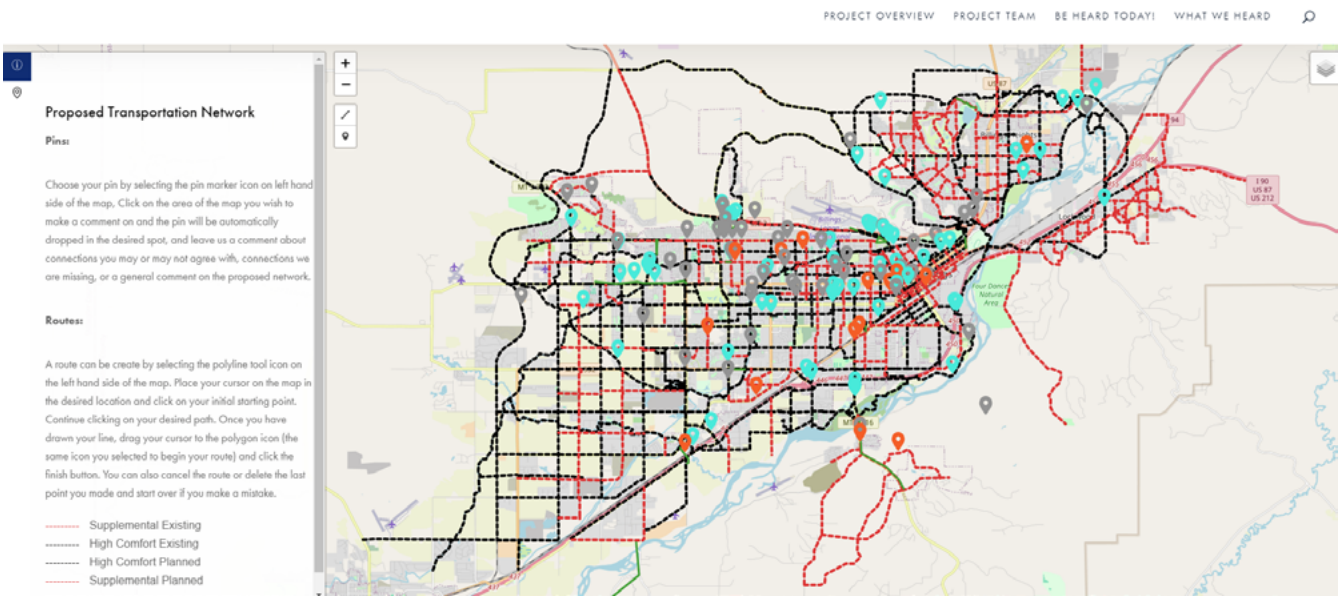


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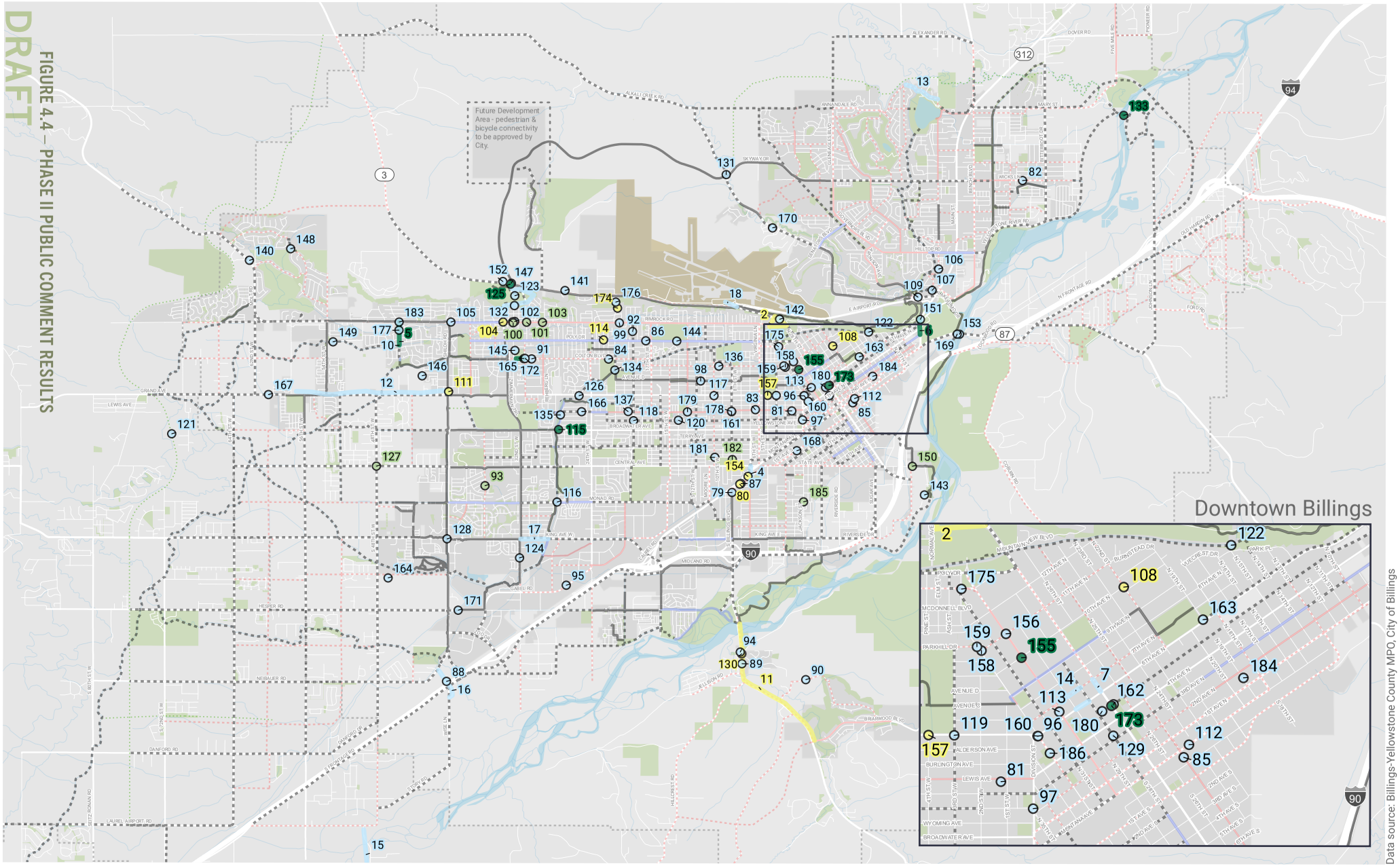
FIGURE 4.4 — PHASE II PUBLIC COMMENT RESULTS



RECOMMENDED NETWORK PUBLIC COMMENTS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

4. Labeled segments are associated with the comments in the Public Suggestions Table, see table for more details.

Active Transportation Network

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Public Comments

- Highly Possible
- Possible
- Evaluation Needed
- No Action

- Highly Possible
- Evaluation Needed
- No Action

Strawberry Festival

In July, the MPO set up a booth at the annual Strawberry Festival, Billings' largest street festival. Staff gathered input and feedback on people's priorities related to what makes a comfortable walking experience in the City. To engage with the public, they used a pinto bean polling activity, in which each resident who engaged was given three beans to vote on what aspects of comfort were most important to them. 792 votes were cast, and approximately 264 people were engaged during the festival, with the table below providing the details of respondents priorities.

Please note, temperatures topped 100 degrees the day of the outdoor event, which may have influenced the top rank of street trees and shade. During the online outreach, participants said that buffered space between sidewalks and roads, wide sidewalks, and slow and/or low levels of vehicular traffic were most important for a comfortable walking experience. In comparison, Strawberry event attendees were more focused on the condition of the sidewalks and street crossings, in addition to street trees and shade.

What is most important to you for a comfortable walking experience?

PRIORITIES	TOTAL VOTES	PERCENT OF TOTAL VOTES
Street trees and shade	194	24.49%
Well-maintained sidewalk	124	15.66%
Safe street crossings	118	14.90%
Adequate lighting	100	12.63%
Buffered space between sidewalks and roads	66	8.33%
Wide sidewalks	60	7.56%
Slow and low traffic	54	6.82%
Accessibility/ADA compliant features	51	6.44%
Frequent street crossings	25	3.16%

Pop-up Protected Bike Lane

On July 10th, the MPO hosted a pop-up protected bike lane along Poly Dr. near Veterans Park using temporary materials like traffic candles and hay bales. The goal was to test ideas for potential protected bike lanes, promote the plan, and direct more people to the online public comment map for providing feedback on the overall network. In all, 46 people engaged with the demonstration. Feedback on the event was largely positive with attendees remarking that they enjoyed the additional protection from traffic. One attendee remarked that the drivers also seemed more comfortable in their lanes with the additional space afforded to people biking and that drivers tended to swerve away less from the bike lane, indicating that they felt there was a safe distance provided between them and bicyclists in the lane.

CHAPTER 5

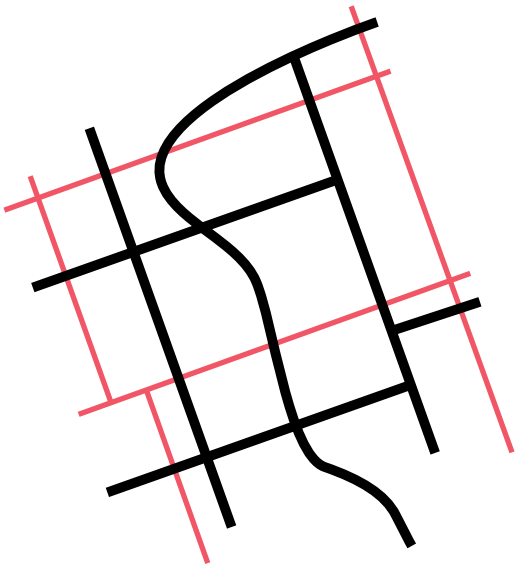
Recommendations

The Network

The recommended bicycle and pedestrian network for the Billings Area builds on previously planned improvements from the 2017 Plan, the existing conditions analysis, and public input. Guided by the goals of this plan, the approach to developing the network was focused on establishing an all-ages-and-abilities network that connects to important destinations in the area. As illustrated on the map in Figure 5.2, planned route improvements are organized into two categories: the high-comfort network and the supplemental network. Please note, recommendations in this plan are subject to change based on development of the upcoming future land use map required by state law and the Transportation Master Plan in development by the City of Billings.

High-Comfort Network

The high-comfort network is meant to be the backbone of the bicycle and pedestrian network and aims to serve a wide variety of bicyclists and pedestrians by emphasizing facility quality and low exposure to motor vehicle traffic. While "high comfort facilities" generally refers to bike facilities in transportation planning vocabulary, high comfort facilities in this plan could include multi-use trails, which are shared by both people who walk and people who bike and roll. Where multi-use trails are implemented after consideration of the surrounding land use and expected user profile, additional consideration should be given to pedestrian crossings of the street.



When implemented, high comfort routes are intended to provide a high-comfort experience where people of all ages and abilities feel confident and safe. Each route in the high-comfort network will require further engineering analysis and public input to determine what specific improvements are appropriate and feasible, but should aim to achieve a post-construction Level of Traffic Stress (LTS) score of LTS 1. It is understood that when design begins, there may be constraints that make it not possible to achieve LTS 1 for some facilities or parts of facilities. If a significant portion of the proposed route is unable to meet LTS 1, Figure 5.1, which is adopted from the *Bikeway Selection Guide from the Federal Highway Administration* (FHWA), may be used to determine alternative solutions.

High-comfort network improvements are typically prioritized before other connections, but may require more effort and resources to implement. See pages 54-60 for more guidance on selecting the appropriate facility.

Supplemental Network

The supplemental network augments the high-comfort network and includes other connections to destinations. It emphasizes making connections, even if high-comfort facilities are not provided; however, high-comfort facilities should always be considered when implementing the supplemental network. The supplemental network will likely consist primarily of striped bike lanes and shared lane markings. While investments should be focused first on completing the high-comfort network, supplemental network improvements may be implemented before high-comfort connections as opportunities arise (e.g., pavement preservation projects, new development, etc.).

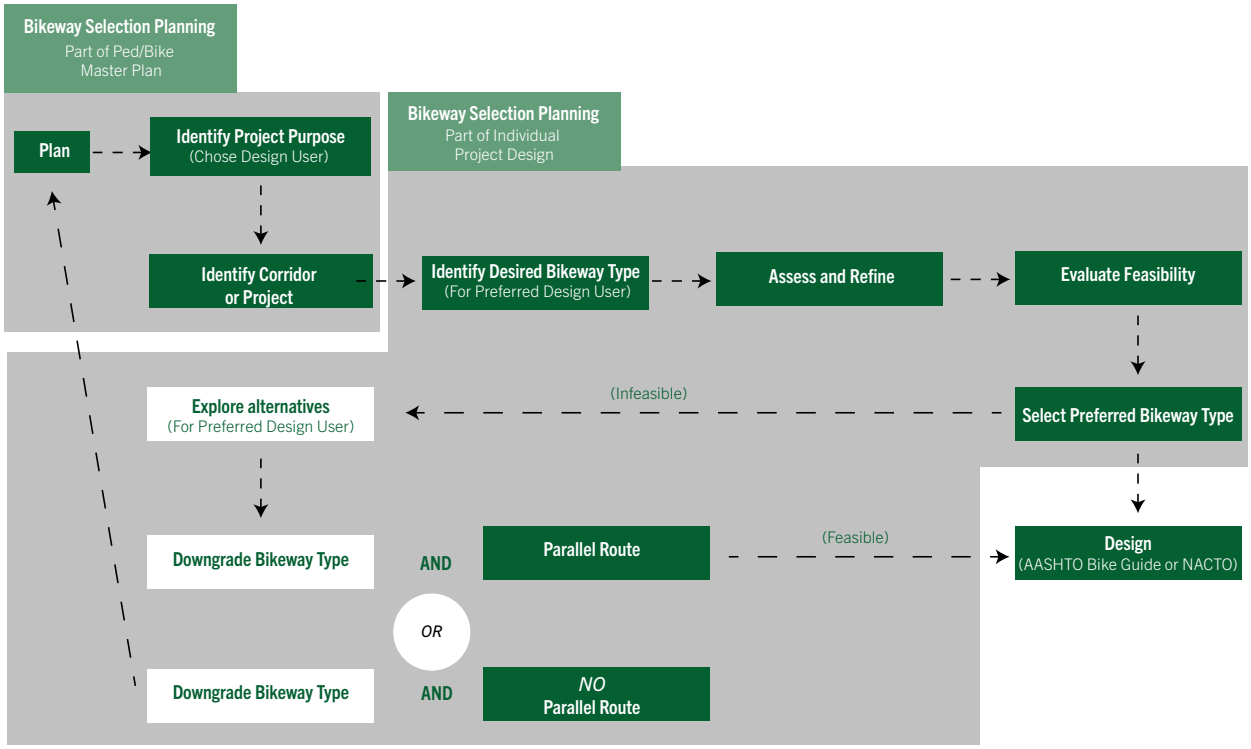
High-Comfort Routes

- Intended to serve all ages and abilities by mitigating exposure to motor vehicle traffic
- Physical separation may not be required depending on roadway context

Supplemental Routes

- Provides additional connections
- May not be feasible or practical to implement high-comfort facilities

FIGURE 5.1 - SUGGESTED PROCESS FOR SELECTING FACILITY TYPE
ADOPTED FROM FHWA BIKEWAY SELECTION PROCESS AND GUIDE OUTLINE



Pedestrian Considerations

Everyone is a pedestrian at some point in their journey, regardless of whether their primary mode is driving, bicycling, riding transit, or walking. Therefore, the Billings area aims for every roadway and trail corridor to be accessible and safe for people walking and using mobility devices. Improvements to the bikeway and trail network inherently benefit both bicyclists and pedestrians. On-street bikeways create a slower, calmer environment for all roadway users, including pedestrians, and shared use paths provide a physically separated pedestrian way. Converting one-way streets to two-way can help slow traffic and increase pedestrian level of comfort.

Pedestrian improvements should be considered on all routes, not just the network identified in Figure 5.2. As previously mentioned, some of these high comfort routes, in the form of shared use paths, are expected to serve pedestrians as well as people biking. Where shared use paths are implemented, designers can consult, “Safe Transportation for Every Pedestrian” or STEP safety counter measures as a guideline for

improving pedestrian crossings. STEP measures are one tool to use in conjunction with other design guidance and federal requirements. STEP measures come from the Federal Highway Administration and include:

- Raised Crosswalks
- In Street Pedestrian Signs
- Advanced "yield here to" Markings and Signage
- Pedestrian Refuge Islands
- Curb Extensions and Bulbouts
- Road Diets
- Grade Separation

Appropriate countermeasures based on speed, volume, and roadway configuration can be determined by reviewing the following tables for uncontrolled crossings.

While this plan groups pedestrian projects with bike projects, previous and future planning efforts specify or will specify additional pedestrian improvements, such as missing sidewalks and enhanced crosswalks. The Safe Routes to School Plan Update, Phase 1 and Phase 2, both completed by the MPO, address pedestrian and biking projects around schools in the urbanized area. Additionally, the standard is to include sidewalks with new streets, the City of Billings Complete Streets Policy ensures all modes are considered on arterial road projects, and the City of Billings subdivision regulations require shared-use paths to be installed with some subdivisions.

Additionally, soon after the completion of this plan the City of Billings will develop a Transportation Master Plan, which may include more robust standards and guidelines for the design and construction of pedestrian facilities along Billings' roadways.

While covered by other documents such as the subdivision regulations, some considerations to guide development of recommended pedestrian realm

TABLE 5.1 – FHWA APPLICATION OF PEDESTRIAN CRASH COUNTERMEASURES BY ROADWAY FEATURE

Roadway Configuration	**Posted Speed Limit and AADT** (Annual Average Daily Traffic)								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	❶ 2 4 5 6	❶ 5 6 7 9	① 5 6 ❼ ❾	❶ 4 5 6	❶ 5 6 7 9	① 5 6 ❼ ❾	❶ 4 5 6 7 9	① 5 6 7 9	① 5 6 ❾
3 lanes with raised median (1 lane in each direction)	❶ 2 3 4 5	❶ ❸ 5 7 9	① ❸ 5 ❼ ❾	① 3 4 5 7 9	① ❸ 5 ❼ ❾	① ❸ 5 ❼ ❾	① ❸ 4 5 7 9	① ❸ 5 ❼ ❾	① ❸ 5 ❾
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	❶ 2 3 4 5 6 7 9	❶ ❸ 5 6 7 9	① ❸ 5 6 ❾	① 3 4 5 6 7 9	① ❸ 5 6 ❼ ❾	① ❸ 5 6 ❾	① ❸ 4 5 6 7 9	① ❸ 5 6 ❾	① ❸ 5 6 ❾
4+ lanes with raised median (2 or more lanes in each direction)	❶ ❸ 5 7 8 9	❶ ❸ 5 7 8 9	① ❸ 5 8 ❾	① ❸ 5 7 8 9	① ❸ 5 ❼ 8 ❾	① ❸ 5 8 ❾	① ❸ 5 ❼ 8 ❾	① ❸ 5 8 ❾	① ❸ 5 8 ❾
4+ lanes w/o raised median (2 or more lanes in each direction)	❶ ❸ 5 6 7 8 9	① ❸ 5 ❻ 7 8 9	① ❸ 5 6 8 ❾	① ❸ 5 ❻ 7 8 9	① ❸ 5 ❻ ❼ 8 ❾	① ❸ 5 6 8 ❾	① ❸ 5 ❻ ❼ 8 ❾	① ❸ 5 ❻ 8 ❾	① ❸ 5 6 8 ❾

Given the set of conditions in a cell,

- # Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
- ● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.
- ○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Rectangular Rapid-Flashing Beacon (RRFB)**
8 Road Diet
9 Pedestrian Hybrid Beacon (PHB)**

treatments in the Transportation Master Plan include:

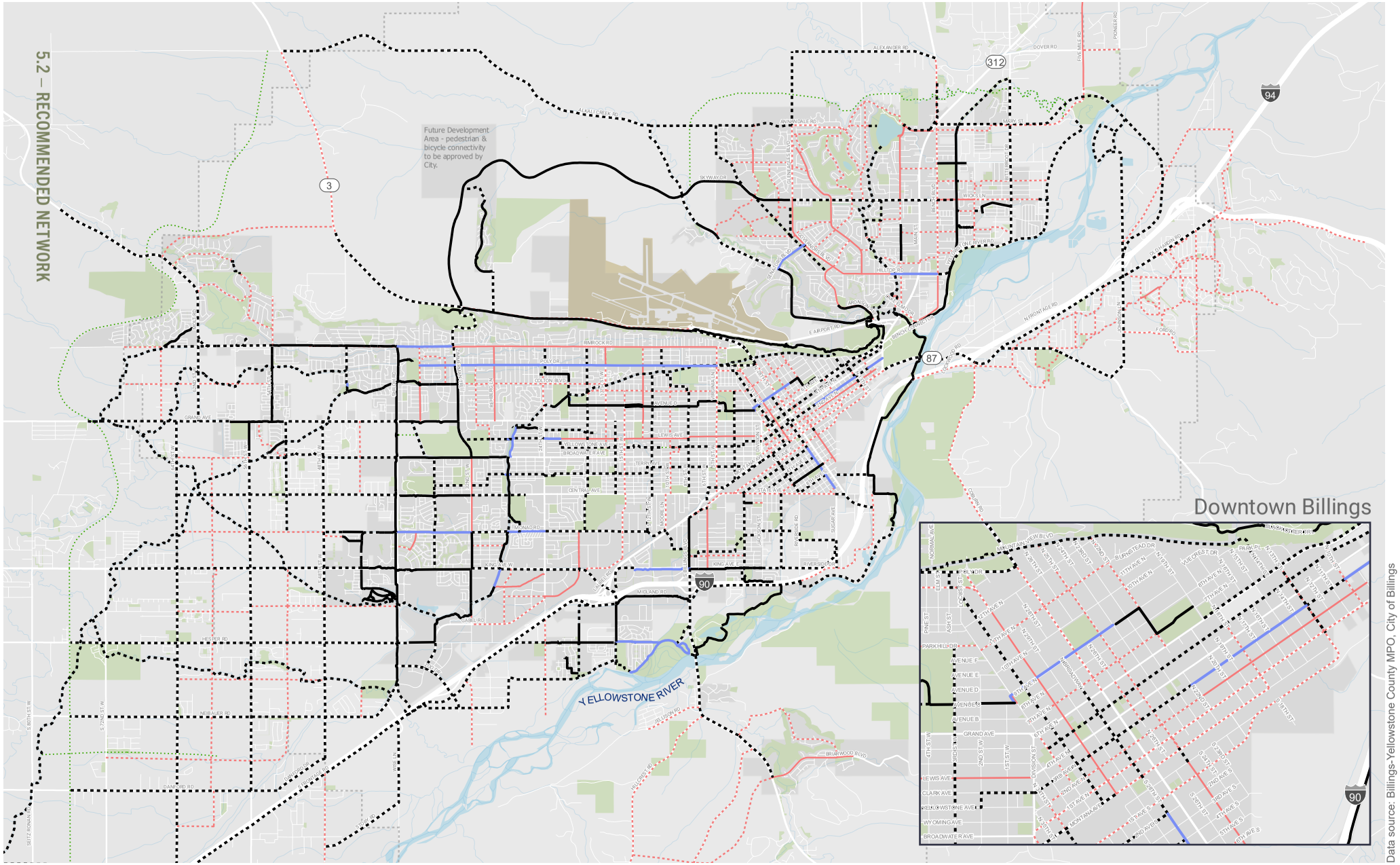
- Sidewalk widths
- How buffer zones, and building frontage zones (if applicable) should react to both pedestrian demand and vehicular roadway characteristics
- Levels of pedestrian demand based on adjacent land uses and by the presence of transit stops. Corridors with a higher density of fronting land uses and transit service typically require greater allocation of space for wider sidewalks, buffer/amenity zones, and space between storefronts and the travelled pedestrian way. Lower intensity adjacent land uses, such as single-family residential neighborhoods, experience less pedestrian demand.

Based on public input from both phases, residents show a clear preference for boulevard sidewalks. Boulevard sidewalks have a buffer, generally 5 feet wide, between the sidewalk and the street which helps increase the level of comfort.

Residents also show a preference for traffic calming, and safe street crossing based on the fact that the highest number of survey respondents responded that they "do not feel safe and worry about interacting with cars" when asked what prevents them from walking and biking more. Slow and/or low levels of vehicular traffic ranked as #3 for the online survey when asking what is most important for a comfortable walking exierence. Safe street crossings ranked as the third most important factor for a comfortable walking expierence from the Strawberry Festival poll.

TABLE 5.2 – SAFETY ISSUES ADDRESSED PER COUNTERMEASURE

COUNTERMEASURES	CONFLICTS AT CROSSING LOCATIONS	EXCESSIVE VEHICLE SPEED	INADEQUATE CONSPICUITY/ VISIBILITY	DRIVERS NOT YIELDING TO PEDESTRIANS	INSUFFICIENT SEPARATION FROM TRAFFIC
Crosswalk visibility enhancement	X	X	X	X	X
High-visibility crosswalk markings	X		X	X	
Parking restriction on crosswalk approach	X		X	X	
Improved nighttime lighting	X		X		
Advanced "yield here to"markings and signage	X		X	X	X
In-Street Pedestrian Crossing sign	X	X	X	X	
Curb extension	X	X	X		X
Raised crosswalk	X	X	X	X	
Pedestrian refuge island	X	X	X		X
Pedestrian Hybrid Beacon	X	X	X	X	
Road Diet	X	X	X		X
Rectangular Rapid-Flashing Beacon	X		X	X	X



RECOMMENDED NETWORK

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

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0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

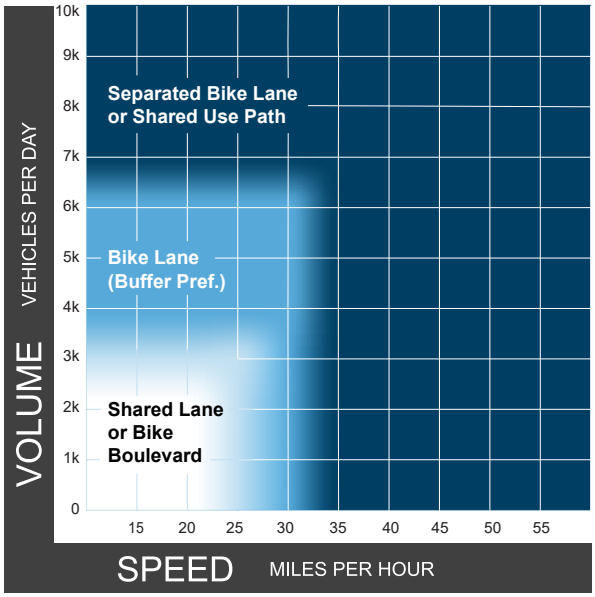
Data source: Billings-Yellowstone County MPO, City of Billings

Selecting the Appropriate High Comfort Facility

Figure 5.2 does not identify specific facility types, but instead indicates where the MPO intends to prioritize high-comfort facilities. Each project will be addressed individually and assessed for available right-of-way, public support, and any engineering constraints impacting project feasibility. Figure 5.3 is a resource developed by the Federal Highway Administration (FHWA) to guide decision making for appropriate facility type selection based on roadway speeds and volumes.

FIGURE 5.3 – FHWA BIKEWAY SELECTION MATRIX

Chart assumes operating speeds are similar to posted speeds; use operating speeds if available



While there is flexibility in the chart above, the *Separated Bike Lanes on High Speed Roadways* report from FHWA notes that "The FHWA Bikeway Selection Guide advises planners to propose separated bike lanes on all higher speed roads in order to meet an all-ages-and-abilities goal" and later states that "Higher speed roadways were defined for the purpose of this guide as roadways with a posted speed limit of 35 mph or greater."

Facility Toolbox

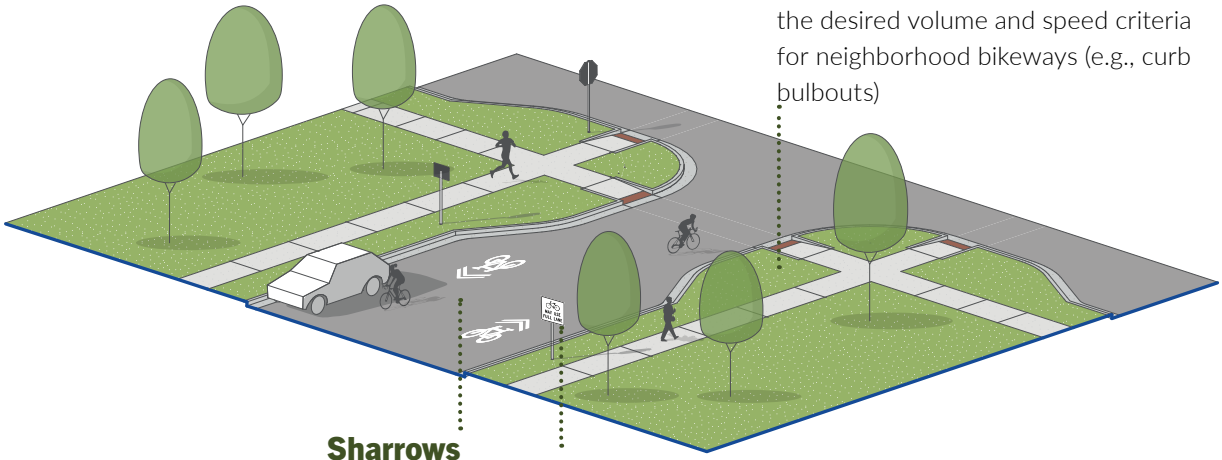
The following pages outline best practices for various bicycle and pedestrian facility types. Thresholds for roadway speeds and volumes are based on national guidance for achieving a high-comfort, or all-ages-and-abilities, network. The designs referenced below are for high comfort facilities; the supplemental network may use facilities like bike lanes on roads with high speeds and volumes than listed below.

When implementing improvements to a route, engineering judgement should be used to determine the most appropriate facility type based on available right-of-way, roadway characteristics, land use context, and public input. In addition to the considerations in this chapter, the City of Billings references the *Heritage Trail Design* document when designing trail and bikeway facilities. Those design standards can be found here: https://mt-billingspublicworks.civicplus.com/DocumentCenter/View/101/Design-Standards-PDF The latest standards for high comfort facilities can be found in publications such as the *Guide for the Development of Bicycle Facilities* from the American Association of State Highway and Transportation Officials (AASHTO) or the *Urban Bikeway Design Guide* from the National Association of City Transportation Officials (NACTO). New versions of both of these documents were published in late 2024 and early 2025 respectively. Additional design guidance from governmental agencies such as FHWA may be referenced during the design process

Neighborhood Bikeways

Traffic Calming

Traffic calming measures can be implemented as required to achieve the desired volume and speed criteria for neighborhood bikeways (e.g., curb bulbouts)



Sharrows

Shared lane markings (sharrows) may be used to assist cyclists with lateral positioning, to alert road users, etc

Signage

Branded wayfinding signage from the approved Billings Wayfinding Signage Plan and regulatory signage as required by the Manual on Uniform Traffic Control Devices (MUTCD) marks the route

Neighborhood Bikeways are generally quiet neighborhood streets with lower vehicle volumes & speeds. Bicyclists and pedestrians are prioritized by managing speeds and volumes via traffic calming elements. Signage, pavement markings, and safe crossings at busy streets are also incorporated. These improvements will need to be determined on a case-by-case basis, studied, and recommended by the project designer.

FHWA High-Comfort Guidelines

Volume: ≤ 3,000 vehicles per day

Roadway Speed: ≤ 25 MPH

If Need, Paired With: Traffic Calming, Wayfinding

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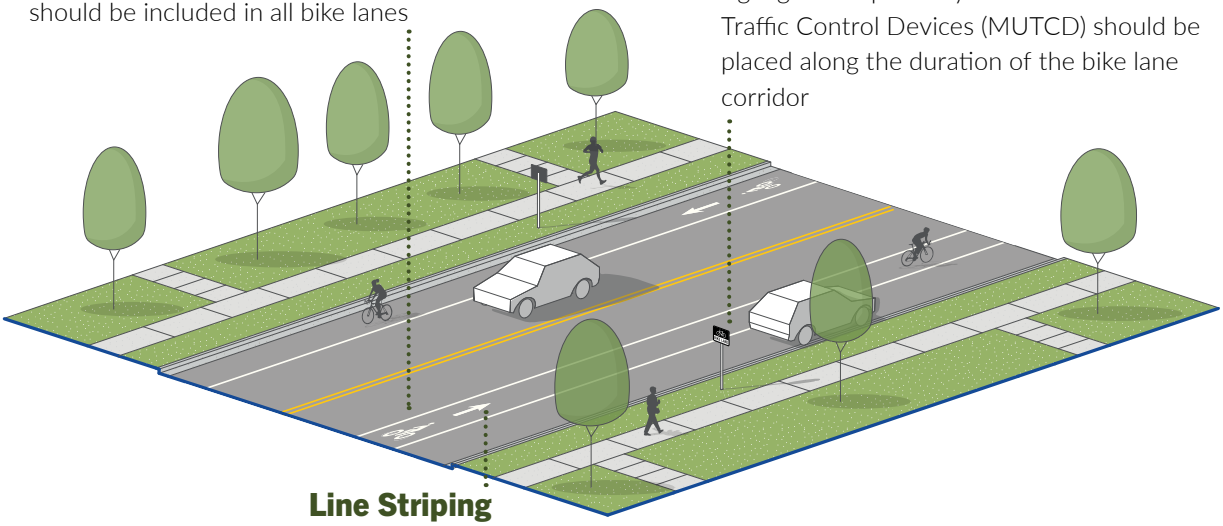
Bike Lanes

Bike Lane Symbol

The standard bike lane pavement legend should be included in all bike lanes

Signage

Branded wayfinding signage from the approved Billings Wayfinding Signage Plan and regulatory signage as required by the Manual on Uniform Traffic Control Devices (MUTCD) should be placed along the duration of the bike lane corridor



Line Striping

Striped lines should be placed to visually separate vehicle traffic and parking spaces from bike lane traffic

Bike Lanes designate exclusive space for bicyclists through the use of striping, pavement markings, and signage. They are located adjacent to motor vehicle travel lanes and are typically used in the same direction of traffic flow, however contra-flow lanes are sometimes implemented along one-way streets. More width should be provided adjacent to on-street parking.

FHWA High-Comfort Guidelines

Volume: ~2,500-less than 7,000 vehicles per day

Roadway Speed: ~25-less than 35 MPH

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO

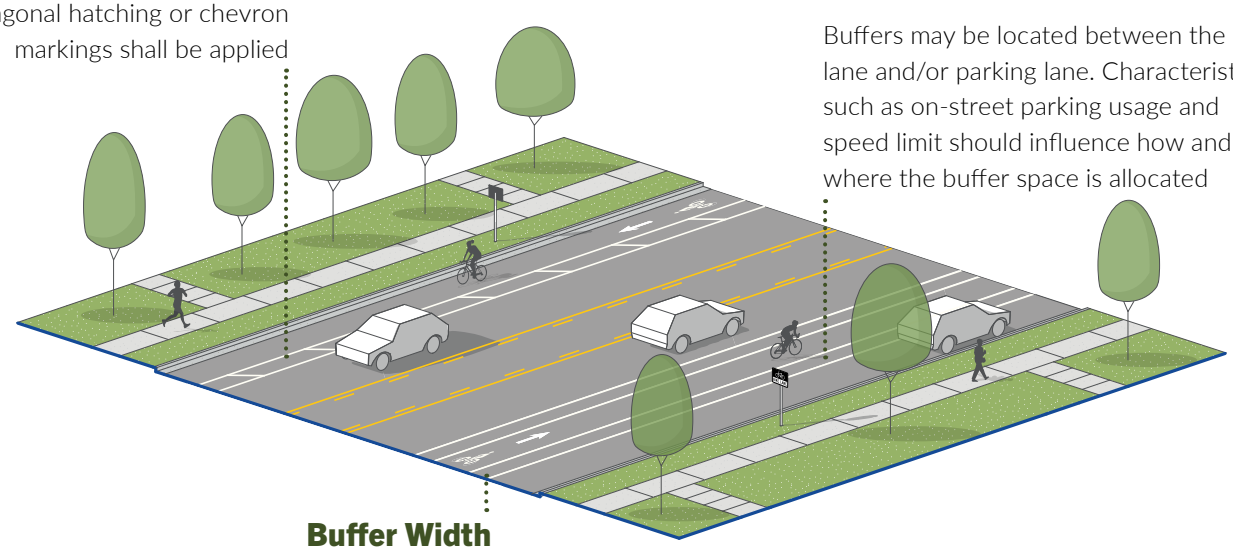
Buffered Bike Lanes

Buffer Striping

If a buffer is wider than 3', diagonal hatching or chevron markings shall be applied

Buffer Placement

Buffers may be located between the bike lane and/or parking lane. Characteristics such as on-street parking usage and speed limit should influence how and where the buffer space is allocated



Buffer Width

Buffers should be a minimum of 18" in width. However, wider is preferred

Buffered Bike Lanes are similar to bike lanes, but include an additional striped buffer to provide visual separation between the bike lane and the adjacent motor vehicle travel lane and/or parking lane.

FHWA High-Comfort Guidelines

Volume: ~2,500-less than 7,000 vehicles

Roadway Speed: 25-less than 35 MPH

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO

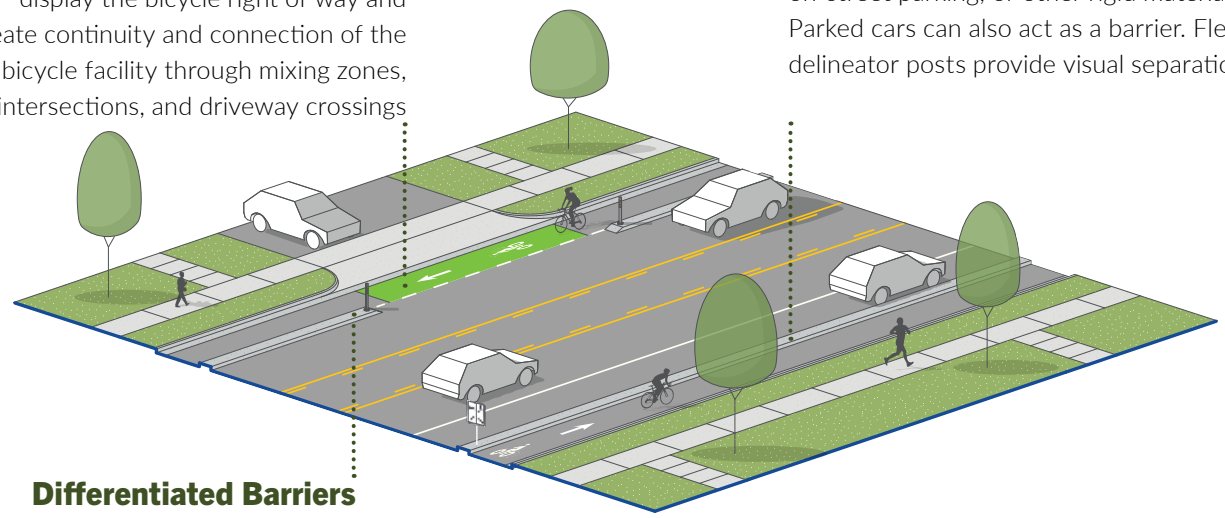
Separated Bike Lanes

Conflict Markings

If included, green conflict markings display the bicycle right of way and create continuity and connection of the bicycle facility through mixing zones, intersections, and driveway crossings

Physical Barrier

Materials for barriers may include concrete curbing, jersey barriers, bollards, planters, on-street parking, or other rigid materials. Parked cars can also act as a barrier. Flexible delineator posts provide visual separation



Differentiated Barriers

A physical barrier should be clearly marked at an intersection or driveway through the use of a colored surface and/or delineators

Separated Bike Lanes are on-street bikeways that are physically separated from vehicle traffic by a vertical element between the bikeway and vehicular travel lane. They typically share the same elevation as the travel lanes, but the bikeway could also be raised above the street level, either at or below sidewalk level.

FHWA High-Comfort Guidelines

Volume: 7,000+ vehicles per day

Roadway Speed: 30+ MPH

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO

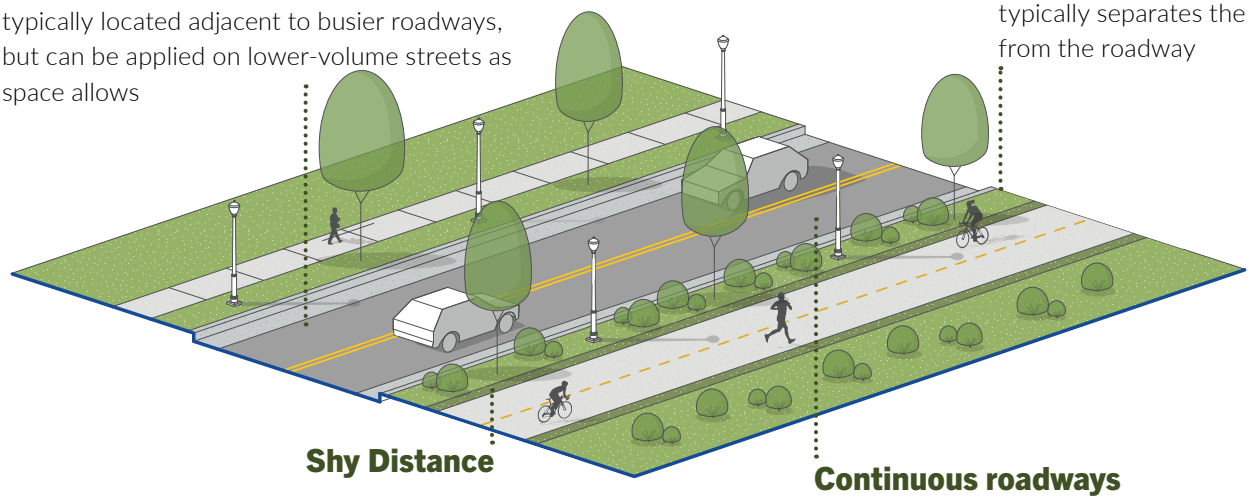
Shared Use Path (Parallel to Roadway)

Typical Location

Shared use paths parallel to roadways are typically located adjacent to busier roadways, but can be applied on lower-volume streets as space allows

Buffer

A paved or landscaped buffer typically separates the sidepath from the roadway



Shy Distance

A clear or shy zone between edge of sidepath and any vertical obstructions such as utility poles, signs, or trees allows the full width of the trail to be used effectively

Continuous roadways

Sidepaths are applied most effectively on roadways with limited driveway entrances/ exits. At driveways, sidepaths should maintain the grade wherever possible

Shared Use Paths, parallel to roadways, are paved off-street pathways that run alongside roadways and are designed to accommodate two-way, non-motorized travel, including bicyclists, pedestrians, skaters, wheelchair users, joggers, and other users. They are preferable for bicyclists of all skill levels due to their separation from traffic.

FHWA High-Comfort Guidelines

Volume: 7,000+ vehicles per day

Roadway Speed: 30+ MPH

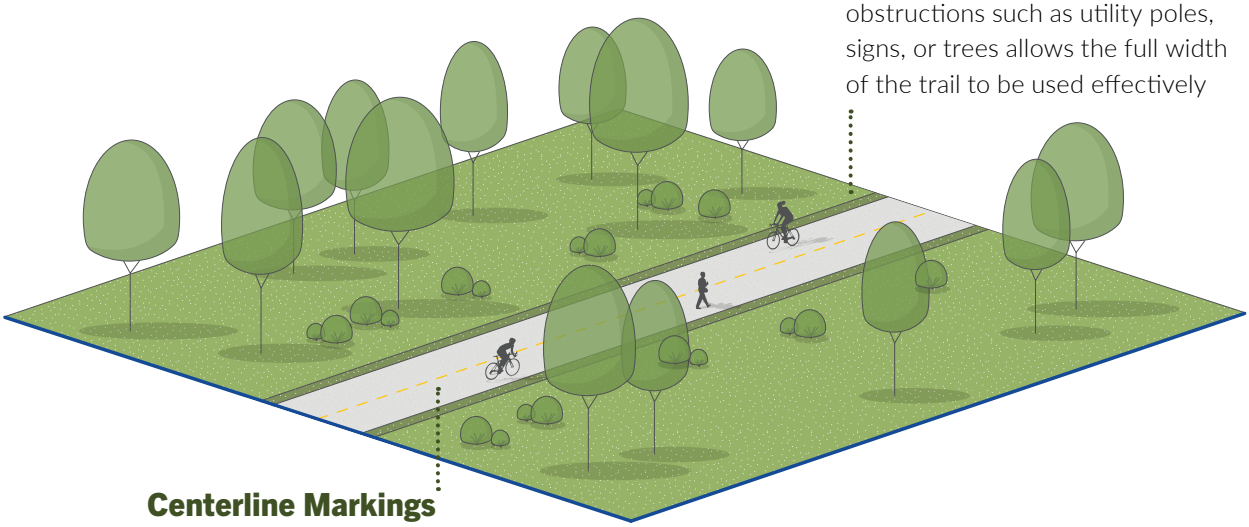
Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO or local subdivision regulations

Shared Use Path

Shy Distance

A clear or shy zone between edge of sidepath and any vertical obstructions such as utility poles, signs, or trees allows the full width of the trail to be used effectively



Centerline Markings

Centerline markings may be used, and are especially recommended in congested areas, at intersection approaches, or where visibility concerns exist

Shared Use Paths, or trails, are paved off-street pathways that are completely separated from the roadway and can serve both recreation and transportation-related trips. When located away from roadways, they are desirable for all skill levels, given minimal street crossings.

Width

Refer to latest *Guide for the Development of Bicycle Facilities* from AASHTO or *Urban Bikeway Design Guide* from NACTO or local subdivision regulations

Program & Policy Recommendations

In addition to making physical improvements to the bicycle and pedestrian network, the Billings Area is committed to improving the safety and convenience for people walking and bicycling through non-infrastructure initiatives, or programs and policies. Table 5.3 provides a list of program and policy recommendations that aim to make the Billings Area a more walkable and bikeable area.

TABLE 5.3 – PROGRAM & POLICY RECOMMENDATIONS

PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Bicycling Skills Training	Education	Provide bicyclists with needed road and riding skills	Current efforts include: Kids In Motion (KIM) curriculum still being distributed to Health Enhancement Teachers prior to KIM visits; Waves and Wheels at the Oasis and the education provided by the Lockwood Pedestrian Safety District. City staff are unsure how many Health Enhancement teachers implement the KIM curriculum. Having a dedicated staff member to provide the teach the lessons to students would be a benefit.	Organize staff member visits to schools
Road User Respect Campaign	Education	Increase respectful behavior between bicyclists, pedestrians, and motorists	Take the Hi Road PSAs, which were a partnership between TrailNet and Public Works still sometimes run.	Discuss with Billings TrailNet to see if they would consider running additional PSAs.
Education about traffic laws and how to use new infrastructure	Education	Educate both drivers and walkers/bikers about the laws related to sharing the road	A Safe Routes to School educational campaign funded by a Safe Streets for All grant from the US Department of Transportation will address this.	Develop campaign. In addition to covering laws such as yielding to crosswalk users, consider educating pedestrians on how to use ped activated lights (RRFBs)
Share the Trail Campaign	Education	Encourage responsible, respectful behavior by trail users	Trail etiquette signs are beginning to be implemented as part of the wayfinding signage. Funding and time is needed to map out signs.	Continue implementing signage and explore other outlets such as social media.
Bicycling and Trails Website	Education	Provide Billings bicycling information on a single website	Website exists, but some information is old	Continue to update

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PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Coordination with MET Transit	Education and Encouragement	Promote MET Transit to help residents extend active trips	The Commuter Challenge includes MET Transit and recent outreach events, including for this plan, have targeted MET Transit riders. Use of the bike racks on MET buses has skyrocketed from 8,662 uses in 2023 to 14,421 uses in 2024.	Continue to encourage use of MET Transit and explore options to introduce walkers, bikers and rollers to using MET for longer trips or in the winter.
Bike Month	Encouragement	Encouraging bicycling to work and school through fun, social activities and incentives	The program is in progress. In May, RiverStone Health helps organize bike/walk to school competitions. Commuter Challenge takes place in June, which is mainly for adults.	Continue program while brainstorming ways to involve businesses and partners. It may be possible to combine with bicycle benefits program.
Bikeshare System	Encouragement	Promote work-related trips by bicycle; reduce daytime vehicle trips	Bike and Scooter Share Feasibility study completed in 2020. Several companies have approached Billings about bringing shared micromobility to town. Staff want to develop an RFP for potential providers.	City to consider development of an RFP to define priorities and implementation.
Bicycle Benefits Program	Encouragement	Create incentives for bicycling by partnering with local businesses to provide discounts on purchases for registered bicyclists	Incentives offered annually as part of Commuter Challenge but not year round.	Explore options for combining program with Bike Month.
Bicycle and Trails Map	Encouragement	Provide route and facility information, as well as highlight walking and bicycling destinations	An app has also been created. Multiple different entities distribute their own materials. Consolidation of information would ensure consistent information is distributed.	Continue to distribute maps and update app.
Walking to School Promotion	Encouragement	Facilitate activities that get students excited about walking to school.	RiverStone Health currently runs a committee that helps get walking school buses started, “Walktober”, and more.	Continue supporting walk to school activities.

PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Wayfinding Signage	Encouragement	Increase navigability of the shared use path and bikeway system	Wayfinding signage is being implemented with new shared use path and bikeway projects.	Continue implementing wayfinding signage along new and existing facilities.
Safety Equipment Use	Encouragement	Encourage the use of bicycle lights, helmets, and reflective clothing by promoting the use of this equipment and hosting equipment giveaways	Lockwood Ped. Safety District gives away some helmets and reflective slap bands to 4th graders in May. Previously, the school district had a grant from St. Vincent Healthcare (now Intermountain Health) to sell helmets to students at $5/helmet, but the grant funding was exhausted. Both hospitals sell low cost helmets, but they are not free. Gifted and talented students from grades 2-3 in Billings Public Schools developed a campaign to fund free helmets and as of this writing have fundraised for about 270 helmets.	Encourage organizations and school districts to coordinate their efforts, sharing resources, establishing best practices, and program development costs.
Organized Bicycle Rides	Encouragement	Organize critical mass rides to raise awareness of bicyclists in the community	Tour de Fleur, a bicycling event by Billings TrailNet, has occurred annually since 2016. The Commuter Challenge has done a "Slow Walk/ Roll" for its kickoff event for several years.	Continue to support rides, as well as organize rides with different purposes: accessibility, youth rides, etc.
Fun Runs	Encouragement	Use of trails for running/ walking events	Many fun runs/runs exist throughout the community. Some use trails or the neighborhood bikeway.	Continue to organize more events
Conduct walkability, accessibility, and park audits	Encouragement	Conduct audits in the city's parks to assess accessibility conditions, lighting, and improve safety	Healthy By Design completed a Parks RX program where they evaluated two parks and created walking route maps showing conditions on the trails. Crime Prevention Through Environmental Design (CPTED) is a City priority, and the City has conducted CPTED audits on some parks.	Formalize Billings' CPTED criteria and lead walking audits
City of Billings Bicycle Friendly Business (BFB)	Encouragement	Encourage employees to commute by bicycle through programs and on-site bicycle parking	With developments such as the new City Hall containing indoor bike parking, applying for BFB status could lead to the City becoming certified.	City of Billings should apply for BFB status, encouraging businesses around Billings to also take steps to achieve BFB status as well

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PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Street Trees	Encouragement	Increase the number of street trees in Billings to help provide pedestrians protection from sun and extreme heat.	Street trees and shade rose to the top of the list of elements important for creating a comfortable walking experience during the Strawberry Fest outreach event. Parks and Recreation has a grant to plant street trees in Billings and trees are now required through the City of Billings zoning code in some districts.	Continue implementation of the tree grant from Parks and Recreation and discuss tree planting as an important part of walkability.
Lighting	Encouragement	Promote street lighting as an important element of walkability.	Lighting was one of the top 3 most important elements for creating a comfortable walking experience to Strawberry Festival participants. Lighting is now required in residential subdivisions in the City.	Implement lighting through the subdivision process and look for ways to incorporate lighting into new and existing bicycle and pedestrian facilities.
Boulevard Sidewalks	Encouragement	Continue to require and build sidewalks with a boulevard (buffer) between the sidewalk and the street.	During public outreach, Billings residents showed a clear preference for separation between the sidewalk and the street. Boulevards (buffers) are required by City subdivision regulations and are the standard for City projects, unless space does not allow.	Continue building boulevard sidewalks. Incorporate boulevards into the Transportation Master Plan recommendations.
Volunteer Bike Patrol Unit (VBPU)	Enforcement	The VBPU patrols the city's bike trails and parks and leads bike patrols in identified hot spot areas to report suspicious activities. Volunteers more commonly serve as "trail ambassadors," providing a positive presence on the trail system to help people feel safe.	The program is currently paused, however the Bicycle Advisory Committee would like it to continue.	Follow up with Bicycle Advisory Committee and City Police Volunteer Coordinator
Increase Traffic Enforcement	Enforcement	Increase the budget for traffic enforcement in the City of Billings to allow additional officers to be assigned to traffic detail	A Safety mill levy, which passed several years ago, provided more funding for police officers, including traffic enforcement.	Continue a focus on traffic enforcement

PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Establish Comprehensive Counts Program	Evaluation	Collect data on bicycling and trail use using automated counters	In recent years, the City has shifted entirely to automatic counts. Due to this, not as many ped. counts have been taken. There is one counting device available for year round pedestrian counts. It was previously placed at Skypoint, but is out of commission while more permanent housing is made for the counter. There is also one set of permanent bike lane counters on Poly and two permanent trail counters.	Continue current program and add additional counters, both temporary and permanent
Bicycle-Friendly Communities Designation	Evaluation	Assess progress and celebrate success made towards improving bicycling conditions	The application is every couple years. The City recently reapplied and was awarded bronze.	Review report card and reapply when necessary
Measuring the Street	Evaluation	Before and after the installation of new bikeway or trail facilities, collect data on bicycle, pedestrian, and motor vehicle volumes, crashes, and motor vehicle speeds	The City has conducted this process on a neighborhood bikeway, and will continue to conduct them on future facilities.	Continue to conduct studies and develop a findings report for each
Maintenance Documentation and Cost Estimation	Evaluation	Complete assessment the maintenance costs of walking and biking facilities.	The Street and Traffic Division is working on putting together a more accurate cost estimate of maintenance costs for pedestrian and bicycle infrastructure. The Parks Department has an estimated per mile cost of maintaining shared use paths in their care. Additional costs for shared use paths and bike lanes include snow plowing, mowing, water/irrigation, crosswalk painting, replacing Rectangular Rapid Flashing Beacons, adding accessible ramps, seal coating, surface maintenance, and occasional sign replacement. The City maintains shared use paths and trails while property owners are responsible for maintenance of most sidewalks. Future protected bike lanes will also need to consider maintenance of any provided barrier such as flex posts and will see an increased cost of maintenance as it related to snow removal and sweeping and maintenance of any intersection paint.	Continue working on estimation of maintenance costs for existing and future types of pedestrian and bicycle infrastructure.

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PROGRAM NAME	TYPE	DESCRIPTION	STATUS	FUTURE RECOMMENDATIONS
Bicycle Kitchen	Equity	Bike Kitchens teach people of all ages and backgrounds how to repair bicycles. Through bike repair and bicycle related projects, bike kitchen organizations promote personal development and provide leadership opportunities.	Currently, no Bicycle Kitchens exist in Billings.	Explore program feasibility and potential partners
Bicycle Giveaways	Equity	Provide bicycles, bike education, bike safety equipment, and locks to low income children, veterans, people in substance abuse programs, and people in half-way houses.	The Lockwood Pedestrian Safety District gives away a few bikes a year to students in need. KIM provides an educational campaign for schools it visits.	Continue and support current programs
Bicycle Advocacy	Equity	Educate local and state governments about the needs of active transportation users.	There are many opportunities for engagement, including BPAC's annual presentation to governing bodies, presentations as part of plans, and others. Bike Walk Montana works with the state legislature.	Continue to engage with state and local governments

CHAPTER 6

Implementation Strategy

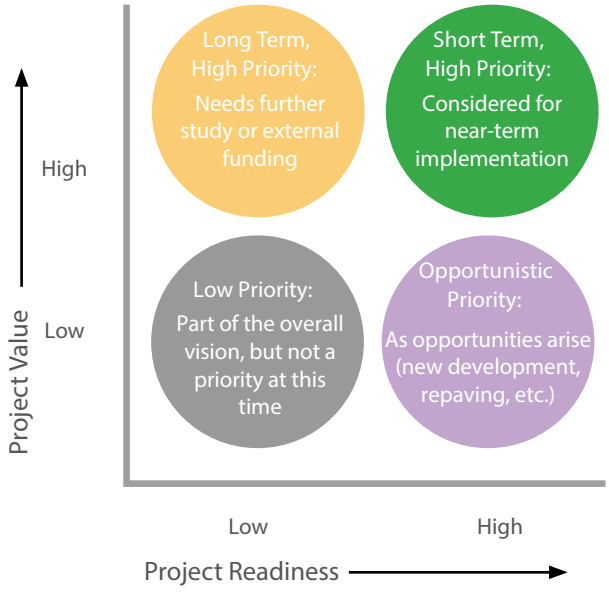
Prioritization & Implementation

Chapter 6 details the MPO's approach for prioritizing projects, provides planning level cost estimates, and identifies potential funding strategies for implementing the plan.

Project Prioritization

The project prioritization process consists of two evaluations of each project based on: 1) project value, or benefit, and 2) project readiness, or feasibility. Projects are graded as either "High" or "Low" for each evaluation, which results in a project landing in one of four possible priority categories, as shown in Figure 6.1. This approach serves as a guide for local and state governments and agencies who want to implement recommendations from this Plan, in understanding which projects to focus on first; however, agencies should be flexible in their approach. Priorities may change based on future study or as other synergies arise with new development, reconstruction, or other opportunities for cost savings. Grant funding may also shift priorities, as the amount available or the priorities of funding agencies may drive project implementation.

FIGURE 6.1 – PROJECT PRIORITY CATEGORIES



Project Value

Project value, or benefit, is determined by how well projects achieve the goals of the plan in Chapter 1. Table 6.1 provides details about the criterion that were used to evaluate each project. Projects could score either a 0 or 1, with the former indicating that the project did not meet the criteria and the latter indicating that it did. Since some criteria are more important than others, either because they are more effective in achieving the plan's goals or have been designated as a priority by the City, multipliers were added to the evaluation. For example, creating more connections to schools is considered a higher priority than creating more connections to transit.

Project Value Evaluation Results

Figure 6.2 on the following page shows the project value evaluation results. A complete list of recommended active transportation facilities and spot improvements, ranked by project value, are included in Table B.1 in Appendix B.

Project Readiness

Project readiness refers to the feasibility of a project, and is evaluated based on the complexity of a project related to design, funding availability (including funding for additional planning and design), constructability, and maintenance. Projects that only minimally alter the roadway (pavement striping and signage only), such as bike lanes, received a high project readiness rating.

Project Readiness Evaluation Results

Figure 6.3 on the following pages show the project readiness evaluation results.

TABLE 6.1 – PROJECT VALUE CRITERION

CRITERION	DESCRIPTION	MULTIPLIER
Closes gap in spine network	Projects that extend a high-comfort facility or closes a gap between two high-comfort facilities	4
Connects to schools	Projects that create a direct or meaningful connection to any school	3
Connects to transit	Projects that create a direct connection with, run adjacent to, or intersect with designated transit routes	2
Serves major commercial, recreation, or civic destination	Projects that make a direct or meaningful connection to a significant trip generator or OD Zone	2
Serves geographies where people rely on active modes	Projects that make a direct or meaningful connection to areas that are classified as disadvantaged populations	1

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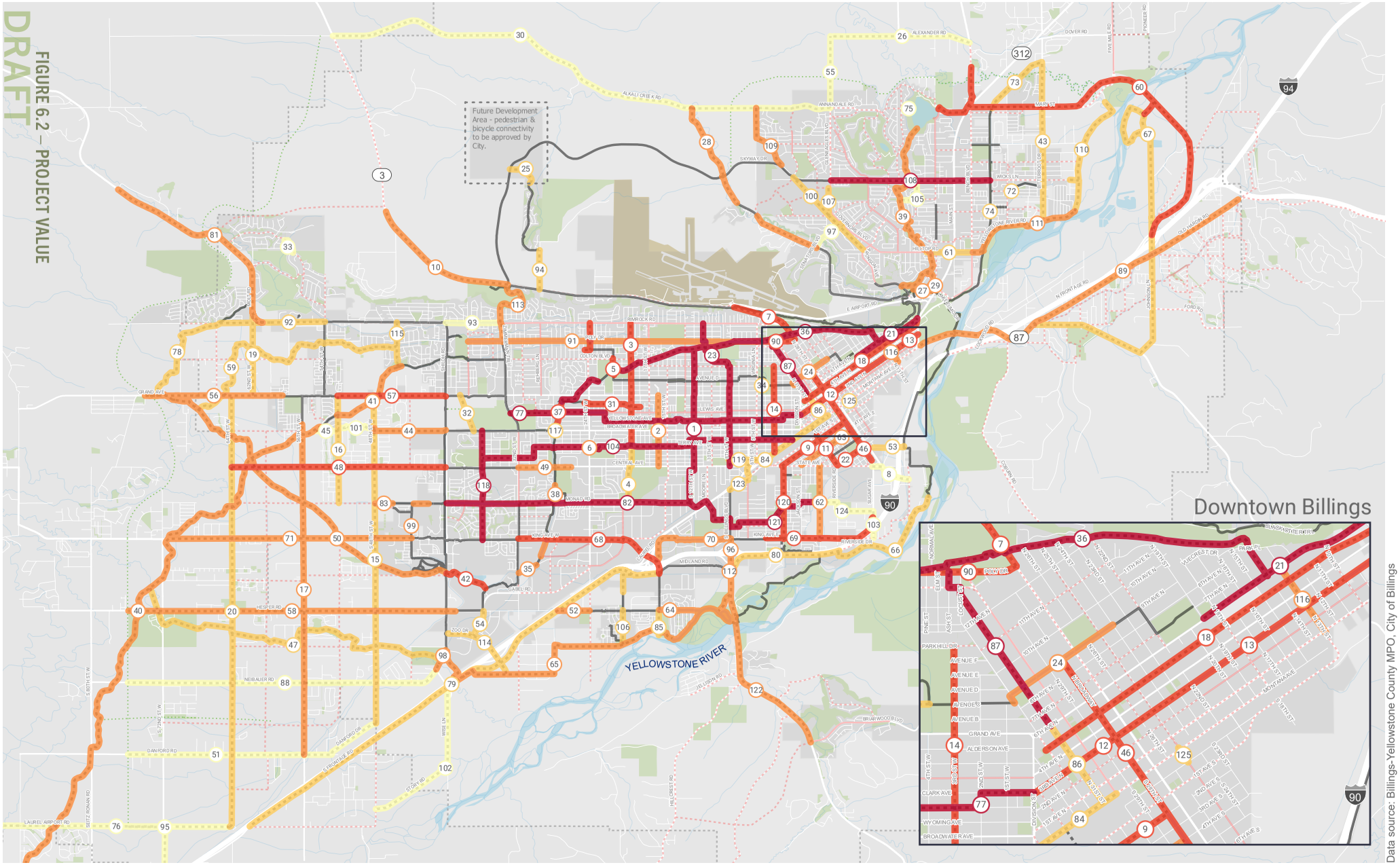
FIGURE 6.2 – PROJECT VALUE



PROJECT VALUE

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

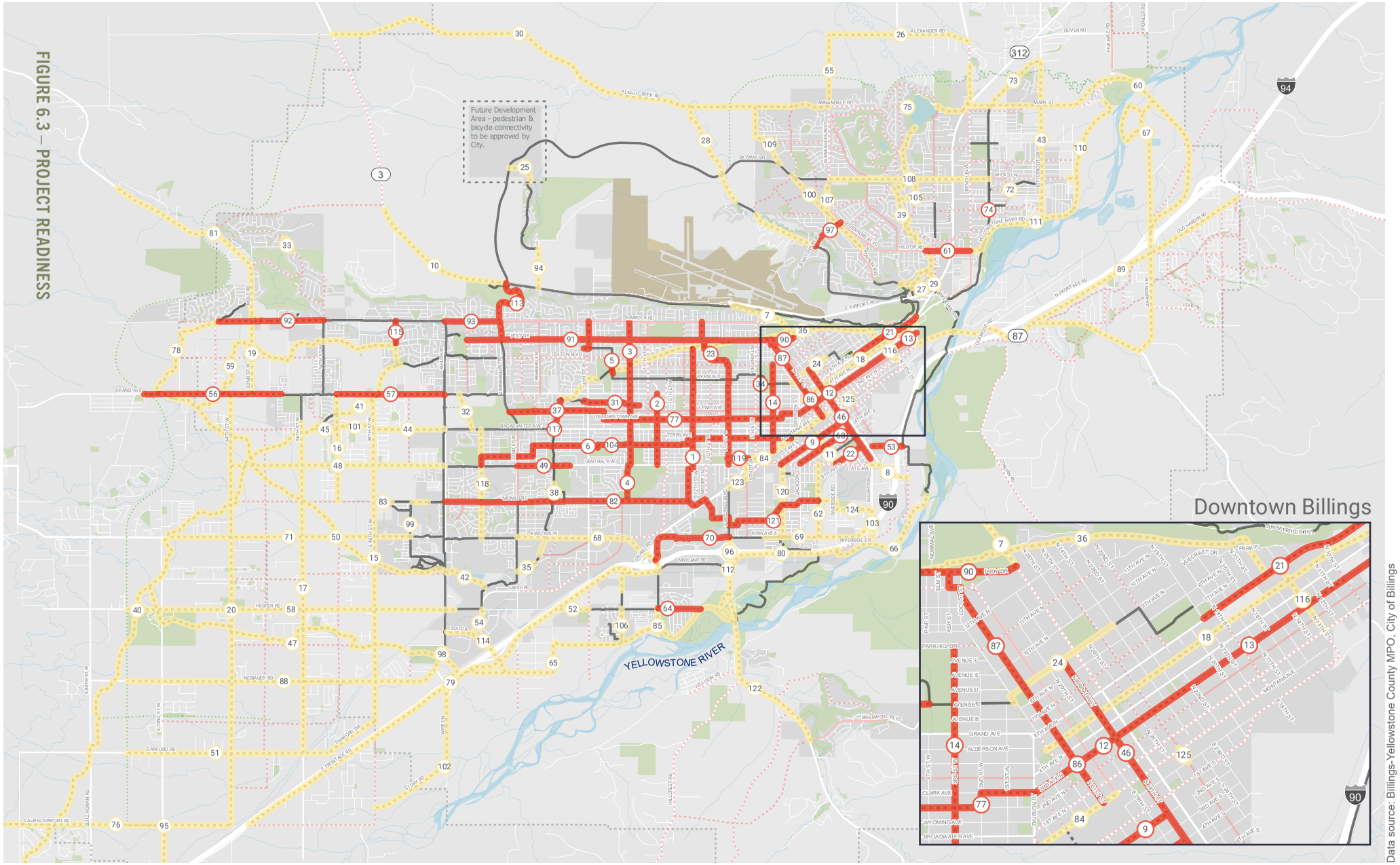
Active Transportation Network

- High Comfort: Existing, to remain
- High Comfort: Existing, future improvement
- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Project Value

- 12
- 9 - 11
- 6 - 8
- 3 - 5
- 0 - 2

FIGURE 6.3 – PROJECT READINESS



Data source: Billings-Yellowstone County MPO, City of Billings

PROJECT READINESS

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

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0 2 4 MILES

Notes:

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Active Transportation Network

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- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Project Readiness

- High Readiness
- Low Readiness or TBD

Priority Project Categories: Project Value & Readiness Combined

- **Short term, high priority:** These projects score high on both project value and readiness, meaning that they achieve several of the plan's goals and are easy to implement. These projects should be considered for near-term implementation and are contingent on funding availability.
- **Long term, high priority:** These projects score high on project value, but low on readiness, meaning that they achieve several of the plan's goals, but may need further feasibility study or require external funding. These projects should be prioritized for further concept and feasibility studies, as well as applications for external grants.
- **Opportunistic priority:** These projects score lower on project value, but high on project readiness, meaning that although they may not achieve as many of the plan's goals, they are easy to implement. These projects may become a priority after short-term priorities are complete, if an opportunity arises (e.g., new development and pavement preservation), or if safety needs become evident.
- **Low priority:** These projects score low on both project value and readiness, meaning they present a lower benefit and may be more challenging to implement. These projects could be pursued long term but are not a priority currently.

For a complete list of projects, see Appendix (B). The results of this evaluation are subject to change based on further studies, partnership opportunities, funding availability, or other circumstances that may influence the City's ability to implement and maintain improvements. Some of the projects listed will likely be constructed in phases or segments as funding and project limits allow.

Top 10 Priority Projects (Based on Value and Readiness Criteria)

Below are the top ten scoring projects. The number in the parenthesis next to the name lists the project number which can be used to locate the project on the map.

PROJECT	EXTENT	DISTANCE
12th St. W./Plainview St. (#1)	BBWA Canal to Monad Rd.	2.20
6th Ave N (#21)	N. 19th St. to existing trail	1.03
8th St. W./Delphinium/ Azalea/11th/Missouri (#23)	Rimrock Rd. to Central Ave.	2.04
Yellowstone Ave/Clark Ave/Lewis Aves (#77)	Zimmerman Tr. to Division St..	4.26
Monad Rd. (#82)	32nd St. W. to Billings Blvd..	4.20
N 31st St (#87)	Poly Dr. to 6th Ave. N	0.82
Terry/Miles/Howard/St. Johns Aves (#104)	36th St. W. to 1st St. W.	4.53
Phillips St. (#121)	S.. Billings Blvd. to Washington St.	1.43
19th St. (#3)	Rimrock Rd. to Miles Ave.	1.71
Grand Ave (#57)	52nd St. W. to Shiloh Rd.	1.51

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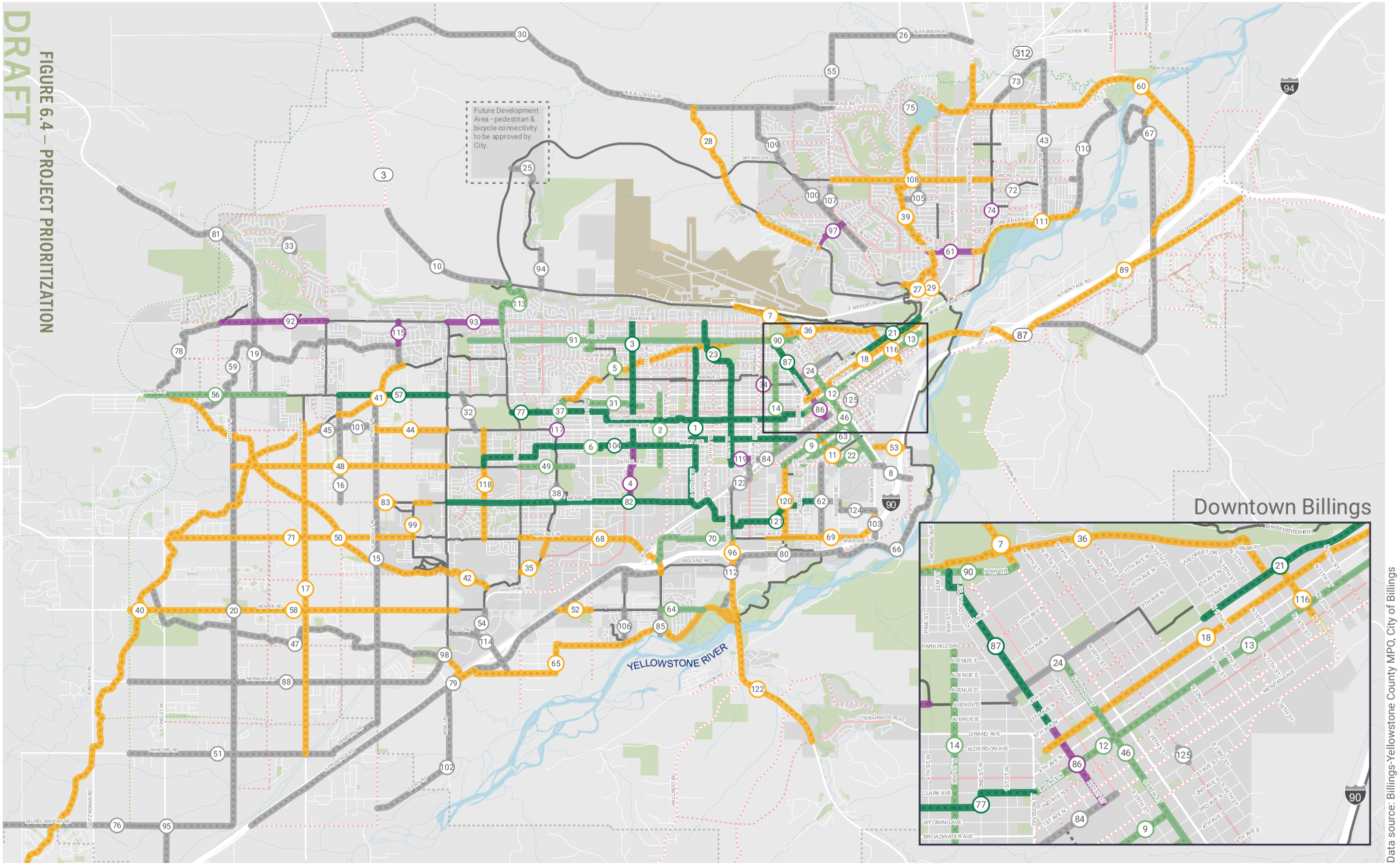
FIGURE 6.4 – PROJECT PRIORITIZATION



PROJECT PRIORITIZATION

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN

0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

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- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Facility Priority

- Top 10 Priority Projects
- High Priority, Short Term
- High Priority, Long Term
- Opportunistic Priority
- Low Priority

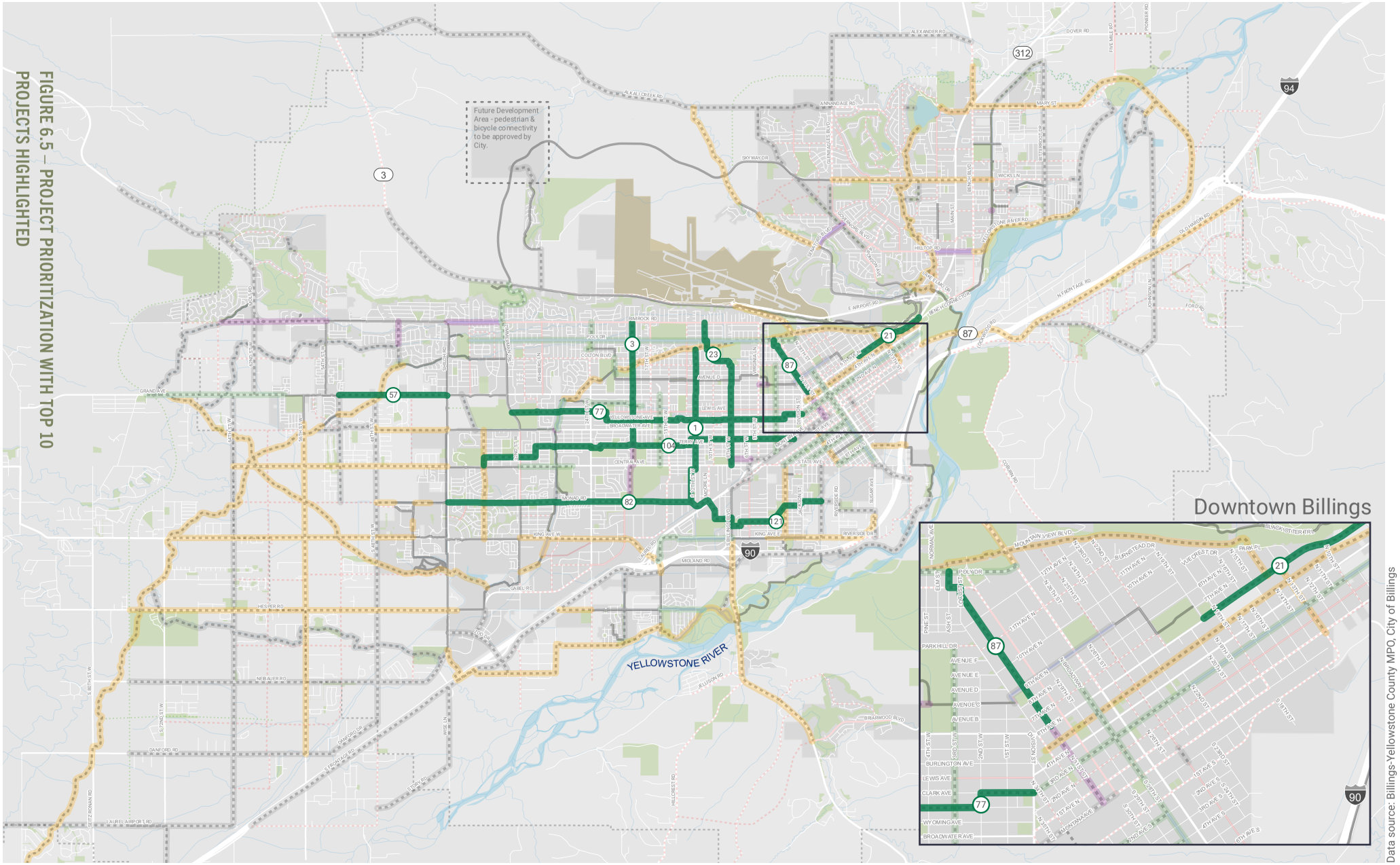

FIGURE 6.5 – PROJECT PRIORITIZATION WITH TOP 10 PROJECTS HIGHLIGHTED

PROJECT PRIORITIZATION

BILLINGS AREA PEDESTRIAN & BICYCLE MASTER PLAN
TOP TEN PROJECTS HIGHLIGHTED

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0 2 4 MILES

Notes:

1. Route alignments and facility types are subject to change pending further study and public input process.

2. "High-comfort" facility types vary depending on context, but imply physical separation from motor vehicle traffic OR a low-speed, low-volume mixed traffic environment.

3. For "supplemental" routes, high-comfort facilities should always be considered and studied for feasibility.

Active Transportation Network

- High Comfort: Existing, to remain
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- High Comfort: New connection
- Supplemental: Existing, to remain
- Supplemental: New connection
- High Comfort: Future concept

Facility Priority

- Top 10 Priority Projects
- High Priority, Short Term
- High Priority, Long Term
- Opportunistic Priority
- Low Priority

Cost Estimates

Table 6.2 outlines planning level cost estimates for the facility types listed earlier in the plan. Planning level cost estimates are meant to provide a high level understanding of the potential costs associated with a project. Applying these estimates on a network scale can generate potential discrepancies when compared to actual implementation costs. A 20 percent is applied to these planning level cost estimates to account for costs such as final engineering and design, traffic control, permitting, mobilization and demobilization, taxes, bonds, insurance, landscaping, inflation, and others. Additionally, these costs do not account for enhanced crossings as these will be designed as part of the project. Crossing costs will need to be added in to create a more accurate cost estimate for each route. All estimates assume a standard City of Billings street, that the existing curb and gutter will remain, and that no striping needs to be obliterated. There will likely be exceptions to these conditions, so these estimates are starting point. Pairing projects with pavement preservation projects can help lower cost significantly as some of these additional elements can be covered under the pavement preservation project.

Additionally, estimates include a generic cost for signage, while project specific signage costs will vary on a per project basis.

TABLE 6.2 – PLANNING LEVEL COST ESTIMATES*

FACILITY TYPE	COST PER MILE
Neighborhood Bikeways	$62,652
Bike Lanes	$88,320
Buffered Bike Lanes	$124,116
Separated Bike Lane	$1,523,145
Asphalt Shared/Sidepath	$553,616
Concrete Shared/Sidepath	$1,486,546
Unsignalized Mid-Block Crosswalk	$20,564
Mid-block Crosswalk with Rectangular Rapid Flash Beacon (RRFB)	$60,170
Marked Crosswalk & Ped Warning	$280,664
Intersection Reconstruction (Bulbout)	$176,226

**Each cost estimate includes facility type specific assumptions that can be found in Appendix A.*

Funding Sources

Funding plays a pivotal role in Billings' ability to transform the goals and projects in this plan from ideas into reality. The following tables outline the various funding sources available to support the implementation of bicycle and pedestrian facilities. Leveraging these opportunities will put Billings on the path to realizing this plan's vision for a safer and more accessible active transportation system.

TABLE 6.2 – FUNDING SOURCES

NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Safe Streets and Roads for All (SS4A) Grant Program	Federal	The new SS4A Grant Program funds the development or update of a comprehensive safety action plan (Action Plan), conducting planning, design, and development activities in support of an Action Plan, and/or carrying out projects and strategies identified in an Action Plan.	Link	20% state or local match. Cities eligible to apply. Offers planning and demonstration grants or implementation grants.
Active Transportation Infrastructure Investment Program (ATIIP)	Federal	The ATIIP provides grants to states and localities to strategically invest in projects that connect active transportation networks and spines, such as safe bike paths and walking trails, while reducing carbon emissions and creating new jobs. The program will help connect people to destinations within or between communities, including schools, workplaces and other community areas. Active transportation spines can connect communities, metropolitan regions and states.	Link	20% state or local match. Local government organizations eligible to apply.
Transportation Alternatives (TA)	Federal	Transportation Alternatives (TA) is a funding source under the FAST Act that consolidates three formerly separate programs under SAFETEA-LU: Transportation Enhancements (TE), Safe Routes to School (SRTS), and the Recreational Trails Program (RTP). Funds are available through a competitive process. These funds may be used for a variety of projects including: * SRTS programs (infrastructure and non-infrastructure programs * Construction, planning, and design of on- and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bikeways, pedestrian + bicycle signals, traffic-calming, lighting, and other safety-related infrastructure * Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for children, seniors, and individuals with disabilities who cannot drive * Construction of rail-trails * Recreational trails program	Link	13.42% state or local match. Local governments eligible to apply.

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NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants	Federal	RAISE grants, which were originally created under the American Recovery and Reinvestment Act as TIGER grants, can be used for a wide variety of projects, including road, rail, and transit projects. These grants provide capital funding to any public entity, including municipalities and counties.	Link	20% state or local match but includes exceptions. Local governments eligible to apply
Federal Transit Administration (FTA) Grants	Federal	The FTA has several grant programs available to local and state governments to enhance active transportation connections to public transportation facilities.	Link	
Federal Lands Access Program (FLAP)	Federal	The FLAP is intended to improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands. The fund is administered through MDT in coordination with the Central Federal Lands Highway Division, which develops a Programming Decisions Committee. The Committee puts out the call for projects, establishes selection criteria, and prioritizes selected projects. The next call for projects is anticipated to be in 2026.	Link	
Congestion Mitigation and Air Quality Improvement (CMAQ)	Federal	This program provides funds to state DOTs, MPOs and other sponsors to fund projects that will contribute to air quality improvements in ozone, carbon monoxide and/or particulate matter, and provide congestion relief. Many types of projects are eligible under the CMAQ program including electric vehicles and charging stations, diesel engine replacements and retrofits, transit improvements, bicycle and pedestrian facilities, shared micromobility projects including shared scooter systems, and more. In addition to improving air quality and reducing congestion, CMAQ projects can improve equitable access to transportation services, improve safety, and promote application of new and emerging technologies.	Link	20% state and local match, typically. Must apply in partnership with state DOT or MPO. Projects must contribute to the attainment of air quality standards (reducing emissions) in the region.
Recreational Trails Program (RTP)	Federal	The Bipartisan Infrastructure Law continued the Recreational Trails Program (RTP) as a set-aside from the Transportation Alternatives program. The RTP provides funds to states to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from non-highway recreational fuel use by snowmobiles, all-terrain vehicles, off-highway motorcycles, and off-highway light trucks.	Link	20% state or local match. Local governments eligible to apply.

NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Surface Transportation Block Grant Program (STP)	Federal	The Infrastructure Investment and Jobs Act's Surface Transportation Block Grant Program (STP) provides funds to states to preserve or improve conditions and performance on any federal-aid highway. Funds are apportioned to Montana and then allocated by the Montana Transportation Commission. The STP Urban, a subset of the program, provides funds for the urban highway system, and can be used for resurfacing, rehabilitation, or reconstruction of bicycle facilities and pedestrian walkways.	Link	13.42% state or local match.
Carbon Reduction Program (CRP)	Federal	The Bipartisan Infrastructure Law's Carbon Reduction Program (CRP) provides funds for projects that reduce transportation emissions. Projects can include the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.	Link	13.42% state or local match
Additional Federal Grants/ Programs	Federal	The list above may not be exhaustive and new sources of federal funding may become available. The Federal Highway Administration maintains a spreadsheet of funding opportunities at the link to the right.	Link	
Highway Safety Improvement Program (HSIP)	State	HSIP funds are available for projects aimed at improving safety on all public roads to reduce traffic fatalities and serious injuries. Bike lanes, roadway shoulders, crosswalks, intersection improvements, underpasses, and improved signage are examples of eligible projects. The program is managed by MDT's Safety Engineering Section.	Link	
Trail Stewardship Grant Program	State	The State of Montana funds the Trail Stewardship Grant Program for new trail and shared-path construction, maintenance, and construction of trail side facilities.	Link	10% local match. Local governments and non-profits eligible.
Bond Financing	City	Bonds can be approved by voters to fund a range of projects.		
Special Assessment or Taxing Districts	City	Local municipalities can establish special assessment districts for infrastructure improvements, like sidewalks, that are missing or in need of improvement in certain areas.		
Parking Fees	City	Some cities have instituted parking fees for public parking spaces that are then used to pay for infrastructure improvements.		

NAME	SOURCE TYPE	DESCRIPTION	MORE INFORMATION	ELIGIBILITY/REQUIRED MATCH
Development Impact Fees	City	Development impact fees are one-time charges collected from developers for financing new infrastructure construction and operations and can help fund bicycle and pedestrian improvements. Impact fees are assessed through a city's impact fee program.		
New Construction	City	Future road widening and construction projects are methods of providing improved bike and pedestrian infrastructure. To ensure that roadway construction projects provide these improvements, it is important that the review process includes a review of any relevant active transportation related plans.		
PeopleForBikes Community Grant Program	Private	The PeopleForBikes Community Grant Program supports bicycle infrastructure projects and targeted advocacy initiatives that make biking safer for people of all ages and abilities. PeopleForBikes accepts requests for funding up to $10,000. Projects that qualify for funding include: 1 - Costs related to the development of permanent bike infrastructure, including trails, shared-use paths, bike parks, pump tracks, bicycle playgrounds, neighborhood greenways/bike boulevards, and protected bike lanes 2 - Costs related to "quick-build" or "demonstration projects," provided that any temporary infrastructure is part of a strategy to subsequently develop permanent infrastructure 3 - Land or easement acquisition costs for bike infrastructure 4 - Events or programs that support cultural acceptance and support of specific planned or recently constructed bike infrastructure projects, like "bike buses" or "community bike rides." Such events or programs must show a connection between the event and organizing for permanent infrastructure improvements and must show a likelihood of permanence beyond the term of the grant.	Link	No required match. Local government agencies are encouraged to apply.
Private Developers	Private	Developers should consider constructing local streets with bike- and pedestrian-oriented facilities within subdivisions, including dedicating right-of-way to trails and parks. In fact, active transportation facilities are now required as part of City of Billings Subdivision regulations. Cities can encourage developers to include additional active transportation amenities during development review.		

APPENDIX

Appendix A

PLANNING LEVEL COST ESTIMATES

ITEM	SPACING (FT)	QTY	ROUNDED		UNIT PRICE		COST PER MILE
Sharrow Markings	250	42.24		44	$ 500.00	$	22,000.00
Signage	300	35.2		36	$ 650.00	$	23,400.00
			ADMIN		15%	$	6,810.00
					SUBTOTAL	$	52,210.00
				CONTINGENCY	20%	$	10,442.00
					TOTAL	$	62,652.00

Engineer's Opinion of Probable Cost
for
Neighborhood Bikeways (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 6,810.00 / LS =	$ 6,810.00
102	44	EA	Sharrow Markings	$ 500.00 / EA =	$ 22,000.00
103	36	EA	Signage	$ 650.00 / EA =	$ 23,400.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**Project specific signage will vary on a per project basis. The above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

Subtotal = $ 52,210.00

Total = $ 52,210.00

Contingency (20%) = $ 10,442.00

Total Price = $ 62,652.00

ITEM	SPACING/LENGTH (FT)	QTY	ROUNDED		UNIT PRICE		COST PER MILE
Bike Lane Markings	300	17.6		44	$ 500.00	$	22,000.00
Signage	500	10.56		24	$ 650.00	$	15,600.00
6" White Epoxy Striping	5280	10560		10560	$ 1.75	$	18,480.00
4" White Epoxy Striping	5280	10560		10560	$ 0.75	$	7,920.00
			ADMIN		15%	$	9,600.00
					SUBTOTAL	$	73,600.00
				CONTINGENCY	20%	$	14,720.00
					TOTAL	$	88,320.00

Engineer's Opinion of Probable Cost
for
Bike Lanes (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE		TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 9,600.00 / LS =	$	9,600.00
102	44	EA	Bike Lane Markings	$ 500.00 / EA =	$	22,000.00
103	24	EA	Signage	$ 650.00 / EA =	$	15,600.00
104	10560	LF	6" White Epoxy Striping	$ 1.75 / LF =	$	18,480.00
105	10560	LF	4" White Epoxy Striping	$ 0.75 / LF =	$	7,920.00

	Subtotal =	**$ 73,600.00**
	Total =	**$ 73,600.00**
	Contingency (20%) =	**$ 14,720.00**
	Total Price =	**$ 88,320.00**

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**Estimate for striping assumes that all three white stripes shown in exhibit will be painted as part of this project. The 6-inch stripe shall be on the travel lane side and 4-inch stripe shall be on the parking lane side of the bike lane.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

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ITEM	SPACING/LENGTH (FT)	QTY	ROUNDED		UNIT PRICE	COST PER MILE
Bike Lane Markings	300	17.6		44	$ 500.00	$ 22,000.00
Signage	400	13.2		28	$ 650.00	$ 18,200.00
6" White Epoxy Striping	5280	25344		25344	$ 1.75	$ 44,352.00
6" White Epoxy Diagonal Hatching	10	1267.2		1268	$ 1.75	$ 2,219.00
4" White Epoxy Striping	5280	4224		4224	$ 0.75	$ 3,168.00
			ADMIN		15%	$ 13,490.85
					SUBTOTAL	$ 103,429.85
*XX% "DEFFICIENCY" factor included for line breaks and intersections				CONTINGENCY	20%	$ 20,685.97
					TOTAL	$ 124,115.82

Engineer's Opinion of Probable Cost
for
Buffered Bike Lanes (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 13,490.85 / LS =	$ 13,490.85
102	44	EA	Bike Lane Markings	$ 500.00 / EA =	$ 22,000.00
103	28	EA	Signage	$ 650.00 / EA =	$ 18,200.00
104	25344	LF	6" White Epoxy Striping	$ 1.75 / LF =	$ 44,352.00
105	1268	LF	6" White Epoxy Diagonal Hatching	$ 1.75 / LF =	$ 2,219.00
106	4224	LF	4" White Epoxy Striping	$ 0.75 / LF =	$ 3,168.00

This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.

The defficiency factors was assumed for any drive approaches and intersections causing line breaks.

It is assumed that one side of the road with new bike lane would have a diagonally hatched buffer zone. With the other side of the street having a buffer zone 2-feet either side of the bike lane with then an adjacent parking lane between the bike zone and existing curb and gutter.

Estimate for striping assumes that all three white stripes shown in exhibit will be painted as part of this project. The 6-inch stripe shall be on the travel lane side and 4-inch stripe shall be on the parking lane side of the bike lane.

It is assumed that the buffer zone for the diagonal hatching would be 3-foot wide and the hatching be 10-feet O.C.

Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.

Subtotal =	**$**	**103,429.85**
Total =	**$**	**103,429.85**
Contingency (20%) =	**$**	**20,685.97**
Total Price =	**$**	**124,115.82**

ITEM	SPACING/LENGTH (FT)	QTY	ROUNDED		UNIT PRICE		COST PER MILE
Bike Lane Markings	300	17.6		44	$ 500.00	$	22,000.00
Signage	400	13.2		28	$ 650.00	$	18,200.00
6" White Dashed Epoxy Striping	5280	2112		2112	$ 1.75	$	3,696.00
4" White Parking Striping	5280	4224		4224	$ 0.75	$	3,168.00
Pin-down Concrete Barrier	5280	15375.36		15376	$ 60.00	$	922,560.00
Flexible Delineators	50	307.52		308	$ 190.00	$	58,520.00
Green Conflict Markings	5280	1408		1408	$ 10.00	$	14,080.00
Yellow Epoxy Curb Paint		15375.36		15376	$ 4.00	$	61,504.00
			ADMIN		15%	$	165,559.20
					SUBTOTAL	$	1,269,287.20
*XX% "DEFFICIENCY" factor included for line breaks and intersections			CONTINGENCY		20%	$	253,857.44
					TOTAL	$	1,523,144.64

Engineer's Opinion of Probable Cost
for
Separated Bike Lane (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 165,559.20 / LS =	$ 165,559.20
102	44	EA	Bike Lane Markings	$ 500.00 / EA =	$ 22,000.00
103	28	EA	Signage	$ 650.00 / EA =	$ 18,200.00
104	2112	LF	6" White Dashed Epoxy Striping	$ 1.75 / LF =	$ 3,696.00
105	4224	LF	4" White Parking Striping	$ 0.75 / LF =	$ 3,168.00
106	15376	LF	Pin-down Concrete Barrier	$ 60.00 / LF =	$ 922,560.00
107	308	EA	Flexible Delineators	$ 190.00 / EA =	$ 58,520.00
108	1408	SY	Green Conflict Markings	$ 10.00 / SY =	$ 14,080.00
109	15376	LF	Yellow Epoxy Curb Paint	$ 4.00 / LF =	$ 61,504.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**The defficiency factors was assumed for any drive approaches and intersections causing line breaks and the ommision of concrete barriers in that area.*

**The pin-down concrete barrier would be Type A Median Curb set back to back to create a 2 foot wide barrier. The length was calculated assuming every 50 linear feet in the barrier there would be a 5 foot break to accommodate storm water and a deffiency was calculated in for potential intersections and approaches. Additionally flexible delineators would be place atop the barrier on either side of the 5 foot barrier breaks.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

Subtotal =	**$**	**1,269,287.20**
Total =	**$**	**1,269,287.20**
Contingency (20%) =	**$**	**253,857.44**
Total Price =	**$**	**1,523,144.64**

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ITEM	SPACING/LENGTH (FT)	QUANTITY	ROUNDED		UNIT PRICE		COST PER MILE
Signage	400	13.2		28	$ 650.00	$	18,200.00
4" Yellow Dashed Centerline	5280	5280		5280	$ 0.75	$	3,960.00
10-ft Ashalt Trail (3" Thickness)	5280	5866.667		5867	$ 40.00	$	234,680.00
1-1/2" Minus Base Gravel (6" thickness)	5280	1368.889		1369	$ 44.00	$	60,236.00
Unclassified Excavation	5280	1368.889		1369	$ 40.00	$	54,760.00
Geotextile Fabric	5280	5866.667		5867	$ 5.00	$	29,335.00
			ASMIN		15%	$	60,175.65
					SUBTOTAL	$	461,346.65
				CONTINGENCY	20%	$	92,269.33
					TOTAL	$	553,615.98

Engineer's Opinion of Probable Cost
for
Asphalt Shared/Sidepath (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 60,175.65 / LS =	$ 60,175.65
102	28	EA	Signage	$ 650.00 / EA =	$ 18,200.00
103	5280	LF	4" Yellow Dashed Centerline	$ 0.75 / LF =	$ 3,960.00
104	5867	SY	10-ft Ashalt Trail (3" Thickness)	$ 40.00 / SY =	$ 234,680.00
105	1369	CY	1-1/2" Minus Base Gravel (6" thickness)	$ 44.00 / CY =	$ 60,236.00
106	1369	CY	Unclassified Excavation	$ 40.00 / CY =	$ 54,760.00
107	5867	SY	Non-Woven Geotextile Fabric (Mirifai 140N)	$ 5.00 / SY =	$ 29,335.00

**The unclassified excavation estimate is based off of the volume from exisitng ground elevation to 6-inches down to subgrade to accommodate 1-1/2' minus base gravel.*

**It is assumed that some of the unclassified excavation will be allocated for new 2-foot wide shoulders adjacent to the new asphalt trail.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

**If soil conditions worsen the geofabric should be changed to accommodate the on site conditions with the advice of a geotechnical engineer.*

Subtotal = $ 461,346.65

Total = $ 461,346.65

Contingency (20%) = $ 92,269.33

Total Price = $ 553,615.98

ITEM	SPACING/LENGTH (FT)	QUANTITY	ROUNDED		UNIT PRICE		COST PER MILE
Signage	400	13.2		28	$ 650.00	$	18,200.00
4" Yellow Dashed Centerline	5280	5280		5280	$ 0.75	$	3,960.00
10-ft Concrete Trail (4" Thickness)	5280	52800		52800	$ 17.50	$	924,000.00
1-1/2" Minus Base Gravel (6" thickness)	5280	977.7778		978	$ 44.00	$	43,032.00
Unclassified Excavation	5280	1466.667		1467	$ 40.00	$	58,680.00
Geotextile Fabric	5280	5866.667		5867	$ 5.00	$	29,335.00
			ADMIN`		15%	$	161,581.05
					SUBTOTAL	$	1,238,788.05
				CONTINGENCY	20%	$	247,757.61
					TOTAL	$	1,486,545.66

Engineer's Opinion of Probable Cost
for
Concrete Shared/Sidepath (Cost Per Mile)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE		TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 161,581.05	/ LS =	$ 161,581.05
102	28	EA	Signage	$ 650.00	/ EA =	$ 18,200.00
103	5280	LF	4" Yellow Dashed Centerline	$ 0.75	/ LF =	$ 3,960.00
104	52800	SF	10-ft Concrete Trail (4" Thickness)	$ 17.50	/ SF =	$ 924,000.00
105	978	CY	1-1/2" Minus Base Gravel (6" thickness)	$ 44.00	/ CY =	$ 43,032.00
106	1467	CY	Unclassified Excavation	$ 40.00	/ CY =	$ 58,680.00
107	5867	SY	Non-Woven Geotextile Fabric (Mirifai 140N)	$ 5.00	/ SY =	$ 29,335.00

**The unclassified excavation estimate is based off of the volume from exisitng ground elevation to 9-inches down to subgrade to accommodate 1-1/2' minus base gravel.*

**It is assumed that some of the unclassified excavation will be allocated for new 2-foot wide shoulders adjacent to the new asphalt trail*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R3-17, R7-9A, R4-11, W11-1 and R4-4.*

**If soil conditions worsen the geofabric should be changed to accommodate the on site conditions with the advice of a geotechnical engineer.*

Subtotal = $ 1,238,788.05

Total = $ 1,238,788.05

Contingency (20%) = $ 247,757.61

Total Price = $ 1,486,545.66

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Description	QTY	Unit Price				Cost
Sign Assembly	2	$ 700.00			$	1,400.00
24" Solid White Epoxy Striping	110	$ 30.00			$	3,300.00
24" Thermoplastic White Sharks Teeth	30	$ 45.00			$	1,350.00
6" ADA Ramps	250	$ 30.00			$	7,500.00
Curb & Gutter	20	$ 45.00			$	900.00
Unclassified Excavation	5.4	$ 40.00			$	214.81
1-1 1/2" Minus Base Course	5.4	$ 44.00			$	236.30
			ADMIN	15%	$	2,235.17
				SUBTOTAL	$	17,136.28
				CONTINGENCY 20%	$	3,427.26
				TOTAL	$	20,563.53

Engineer's Opinion of Probable Cost
for
Unsignalized Mid-Block Crosswalk

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION		UNIT PRICE			TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$	2,235.17	/ LS	= $	2,235.17
102	2	EA	Sign Assembly	$	700.00	/ EA	= $	1,400.00
103	110	LF	24" Solid White Epoxy Striping	$	30.00	/ LF	= $	3,300.00
104	30	SF	24" Thermoplastic White Sharks Teeth	$	45.00	/ SF	= $	1,350.00
105	250	SF	6" ADA Ramps	$	30.00	/ SF	= $	7,500.00
106	20	LF	Curb & Gutter	$	45.00	/ LF	= $	900.00
107	5	CY	Unclassified Excavation	$	40.00	/ CY	= $	214.81
108	5	CY	1-1 1/2" Minus Base Course	$	44.00	/ CY	= $	236.30

	Subtotal =	**$ 17,136.28**
	Total =	**$ 17,136.28**
	Contingency (20%) =	**$ 3,427.26**
	Total Price =	**$ 20,563.53**

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**This estimate is based on a standard City of Billings local street with a 34' width back of curb to back of curb.*

**This estimate can vary depending on any other accomodations needed for the specific project.*

**The sizing for the ADA ramps is meant to be a 5'x5' ramp with 5' flares tying into an assumed existing sidewalk. Concrete curb and gutter will be laid in front of the width of the ADA ramp (10').*

Description	QTY	Unit Price			Cost
24" Solid White Epoxy Striping	200	$ 30.00		$	6,000.00
24" Thermoplastic White Sharks Teeth	150	$ 45.00		$	6,750.00
Solar Powered RRFB Signal System	1	$22,000.00		$	22,000.00
6" ADA Ramps	250	$ 30.00		$	7,500.00
Curb & Gutter	20	$ 45.00		$	900.00
Unclassified Excavation	5.4	$ 40.00		$	214.81
1-1 1/2" Minus Base Course	5.4	$ 44.00		$	236.30
			ADMIN 15%	$	6,540.17
			SUBTOTAL	$	50,141.28
			CONTINGENCY 20%	$	10,028.26
			TOTAL	$	60,169.53

Engineer's Opinion of Probable Cost

for

Mid-block Crosswalk with Rectangular Rapid Flash Beacon (RRFB)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE			TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 6,540.17	/ LS	= $	6,540.17
102	200	LF	24" Solid White Epoxy Striping	$ 30.00	/ LF	= $	6,000.00
103	150	SF	24" Thermoplastic White Sharks Teeth	$ 45.00	/ SF	= $	6,750.00
104	1	LS	Solar Powered RRFB Signal System	$ 22,000.00	/ LS	= $	22,000.00
105	250	LF	6" ADA Ramps	$ 30.00	/ LF	= $	7,500.00
106	20	LF	Curb & Gutter	$ 45.00	/ LF	= $	900.00
107	5	CY	Unclassified Excavation	$ 40.00	/ CY	= $	214.81
108	5	CY	1-1 1/2" Minus Base Course	$ 44.00	/ CY	= $	236.30

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*	**Subtotal**	= $	**50,141.28**
	Total	= $	**50,141.28**
**This estimate is based on a standard City of Billings 3-lane commercial street with a 45' width back of curb to back of curb.*	**Contingency (20%)**	= $	**10,028.26**
**This estimate can vary depending on any other accomodations needed for the specific project.*	**Total Price**	= $	**60,169.53**
**The sizing for the ADA ramps is meant to be a 5'x5' ramp with 5' flares tying into an assumed existing sidewalk. Concrete curb and gutter will be laid in front of the width of the ADA ramp (10').*			

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Description	QTY	Unit Price	Cost		
Sign Assembly	10	$ 700.00	$	7,000.00	
12" Solid White Epoxy Striping	82	$ 15.00	$	1,230.00	
24" Thermoplastic White Sharks Teeth	30	$ 45.00	$	1,350.00	
Pedestrian Hybrid Beacon Traffic Signal	1	$ 190,000.00	$	190,000.00	
6" Concrete ADA Ramp	100	$30.00	$	3,000.00	
Detectable Warning Panels	16	$50.00	$	800.00	
		15%	$	30,507.00	ADMIN
			$	233,887.00	SUBTOTAL
		20%		$46,777.40	CONTINGENCY
			$	280,664.40	TOTAL

Engineer's Opinion of Probable Cost

for

Marked Crosswalk & Ped Warning

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 30,507.00 / LS =	$ 30,507.00
102	10	EA	Sign Assembly	$ 700.00 / EA =	$ 7,000.00
103	82	LF	12" Solid White Epoxy Striping	$ 15.00 / LF =	$ 1,230.00
104	30	SF	24" Thermoplastic White Sharks Teeth	$ 45.00 / SF =	$ 1,350.00
105	1	LS	Pedestrian Hybrid Beacon Traffic Signal	$ 190,000.00 / LS =	$ 190,000.00
106	100	SF	6" Concrete ADA Ramp	$ 30.00 / SF =	$ 3,000.00
107	16	SF	Detectable Warning Panels	$ 50.00 / SF =	$ 800.00

**This estimate is assumed that the proper typical section has adequate curb and gutter and existing striping does not need to be obliterared to accommodate the new improvements.*

**This estimate is based on a standard City of Billings 3-lane commercial street with a 45' width back of curb to back of curb.*

**This estimate can vary depending on the location of the power source for the signal as well as any other accomodations needed for the specific project.*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R1-5L, R11-2, W16-7P, R10-6 and R10-23.*

**It is assumed the ADA ramp to accommodate a crosswalk would be a 5' by 5' ramp with 5' flares to tie into existing sidewalk.*

Subtotal	=	**$ 233,887.00**
Total	=	**$ 233,887.00**
Contingency (20%)	=	**$ 46,777.40**
Total Price	=	**$ 280,664.40**

Description	QTY	Unit Price	Cost	
Demo Curb & Gutter	280	$ 17.50	$ 4,900.00	
Remove Concrete Flatwork	140	$ 40.00	$ 5,600.00	
Remove Asphalt	360	$ 25.00	$ 9,000.00	
Curb & Gutter	300	$ 45.00	$ 13,500.00	
4" Concrete Sidewalk	1900	$ 13.50	$ 25,650.00	
1-1/2" Minus Base Gravel	50	$ 44.00	$ 2,200.00	
6" Concrete ADA Ramp	400	$ 30.00	$ 12,000.00	
Detectable Warning Panels	40	$ 50.00	$ 2,000.00	
12" White Epoxy Striping	240	$ 15.00	$ 3,600.00	
24" White Epoxy Striping	60	$ 20.00	$ 1,200.00	
Yellow Curb Paint	300	$ 4.00	$ 1,200.00	
Storm Drain Inlet (Type II)	4	$ 3,500.00	$ 14,000.00	
Storm Drain Manhole	2	$ 4,000.00	$ 8,000.00	
Storm Drain Pipe	135	$ 100.00	$ 13,500.00	
Asphalt Restoration	35	$ 250.00	$ 8,750.00	
Signage	4	$ 650.00	$ 2,600.00	
		15%	$ 19,155.00	ADMIN
			$ 146,855.00	SUBTOTAL
		20%	$29,371.00	CONTINGENCY
			$176,226.00	TOTAL

Engineer's Opinion of Probable Cost
for
Intersection Reconstruction (Bulbout)

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
101	1	LS	Administrative Cost (15%)	$ 19,155.00 / LS =	$ 19,155.00
102	280	LF	Demo Curb & Gutter	$ 17.50 / LF =	$ 4,900.00
103	140	SY	Remove Concrete Flatwork	$ 40.00 / SY =	$ 5,600.00
104	360	SY	Remove Asphalt	$ 25.00 / SY =	$ 9,000.00
105	300	LF	Curb & Gutter	$ 45.00 / LF =	$ 13,500.00
106	1900	SY	4" Concrete Sidewalk	$ 13.50 / SY =	$ 25,650.00
107	50	CY	1-1/2" Minus Base Gravel	$ 44.00 / CY =	$ 2,200.00
108	400	SF	6" Concrete ADA Ramp	$ 30.00 / SF =	$ 12,000.00
109	40	SF	Detectable Warning Panels	$ 50.00 / SF =	$ 2,000.00
110	240	LF	12" White Epoxy Striping	$ 15.00 / LF =	$ 3,600.00
111	60	LF	24" White Epoxy Striping	$ 20.00 / LF =	$ 1,200.00
112	300	LF	Yellow Curb Paint	$ 4.00 / LF =	$ 1,200.00
113	4	EA	Storm Drain Inlet (Type II)	$ 3,500.00 / EA =	$ 14,000.00
114	2	EA	Storm Drain Manhole	$ 4,000.00 / EA =	$ 8,000.00
115	135	LF	Storm Drain Pipe	$ 100.00 / LF =	$ 13,500.00
116	35	SY	Asphalt Restoration	$ 250.00 / SY =	$ 8,750.00
117	4	EA	Signage	$ 650.00 / EA =	$ 2,600.00

**This estimate is based on a standard City of Billings 3-lane commercial street with a 45' width back of curb to back of curb.*

**This estimate can vary depending on the location of existing storm drain manholes and inlets*

**Project specific signage will vary on a per project basis the above estimate is only a generic estimate. Bike lane project signage may include but not be limited to signs such as R11-2 and W16-7P.*

**It is assumed the ADA ramp to accommodate a crosswalk would be a 5' by 5' ramp with 5' flares to tie into existing sidewalk.*

Subtotal	**= $ 146,855.00**
Total	**= $ 146,855.00**
Contingency (20%)	**= $ 29,371.00**
Total Price	**= $ 176,226.00**

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Appendix B

TABLE B.1 FULL PROJECT LIST FOR HIGH COMFORT NETWORK

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
1	12th St W & Plainview St	BBWA Canal	Monad Rd	Planned	12	High	High	High Priority, Short Term
21	6th Ave	N 19th St	Existing trail	Planned	12	High	High	High Priority, Short Term
23	8th St W, Delphinium, Azalea, 11th, Missouri	Rimrock Rd	Central Ave	Planned	12	High	High	High Priority, Short Term
77	Lewis Ave/Yellowstone Ave/Clark Ave	Zimmerman Trl	Division St	Planned	12	High	High	High Priority, Short Term
82	Monad Rd	32nd St W	Billings Blvd	Planned	12	High	High	High Priority, Short Term
87	N 31st St	Poly Dr	6th Ave N	Planned	12	High	High	High Priority, Short Term
104	Terry/Miles/Howard/ St Johns	36th St W	1st St W	Planned	12	High	High	High Priority, Short Term
121	Phillips St	S Billings Blvd	Washington St	Planned	12	High	High	High Priority, Short Term
3	19TH	Rimrock Rd	Miles Ave	Planned	11	High	High	High Priority, Short Term
57	Grand Ave	52nd Street West	Shiloh Rd	Planned	10	High	High	High Priority, Short Term
37	BBWA Canal Trail Corridor	Broadwater Ave	BBWA Canal Trail	Existing: Future Improvement	10	High	High	High Priority, Short Term
5	21ST	Mariposa Ln	Solomon Ave	Planned	9	High	High	High Priority, Short Term
9	2nd Ave S	State Ave	N 28th St	Planned	9	High	High	High Priority, Short Term
12	3rd	Division St	N 22nd St	Planned	9	High	High	High Priority, Short Term
13	3rd Ave N	N 22nd St	Main St	Planned	9	High	High	High Priority, Short Term

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
14	3rd St W	Parkhill Dr	Montana Ave	Planned	9	High	High	High Priority, Short Term
22	8TH Ave. S.	S 28th St	S 34th St	Planned	9	High	High	High Priority, Short Term
31	Arnold Drain	25th St W	18th St W	Planned	9	High	High	High Priority, Short Term
46	Broadway	9th Ave N	12th Ave S	Planned	9	High	High	High Priority, Short Term
90	Poly Dr	Virginia Ln	N 27th St	Planned	9	High	High	High Priority, Short Term
49	Central Ave	32nd St W	Stewart Park Rd	Planned	8	High	High	High Priority, Short Term
91	Poly Dr	38th St W	Virginia Ln	Existing: Future Improvement	8	High	High	High Priority, Short Term
113	Zimmerman Trail	3	Poly Dr	Planned	8	High	High	High Priority, Short Term
2	16th St W	Grand Ave	Central Ave	Planned	7	High	High	High Priority, Short Term
6	24TH	Howard Ave		Planned	7	High	High	High Priority, Short Term
56	Grand Ave	Shiloh Rd	74th St W	Planned	7	High	High	High Priority, Short Term
63	Jackson St	S 28th St	King Ave E	Planned	7	High	High	High Priority, Short Term
64	Jim Dutcher Trail Corridor	Mullowney Ln	Jim Dutcher Trl	Existing: Future Improvement	7	High	High	High Priority, Short Term
70	King Ave E	King Ave W	S Billings Blvd	Planned	7	High	High	High Priority, Short Term
36	BBWA Canal	Park Pl	6th Ave N	Planned	12	High	Low	High Priority, Long Term
108	Wicks Ln	Gleneagles Blvd	Kiwanis Trl	Planned	12	High	Low	High Priority, Long Term
118	36th St W	Broadwater Ave	King Ave W	Planned	12	High	Low	High Priority, Long Term

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PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
42	Billings Canal	South Shiloh Rd	TransTech Trl	Planned	11	High	Low	High Priority, Long Term
48	Central Ave	Shiloh Rd	S 64th St W	Planned	11	High	Low	High Priority, Long Term
120	Hallowell Ln	State Ave	King Ave E	Planned	11	High	Low	High Priority, Long Term
7	27th	Highway 3	5th Ave N	Planned	10	High	Low	High Priority, Long Term
60	Highway 87 Bypass	Roundup Rd	Johnson Ln	Planned	10	High	Low	High Priority, Long Term
69	King Ave	Orchard Ln	Sugar Ave	Planned	10	High	Low	High Priority, Long Term
11	34th	1st Ave S	State Ave	Planned	9	High	Low	High Priority, Long Term
18	5th Ave N	N 28th St	Main St	Planned	9	High	Low	High Priority, Long Term
68	King Ave	32nd St W	Midland Rd	Planned	9	High	Low	High Priority, Long Term
28	Alkali Creek	Future Annandale Rd	Senators Blvd	Planned	8	High	Low	High Priority, Long Term
35	Bannister Drain Trail	32nd St W	King Ave W	Planned	8	High	Low	High Priority, Long Term
50	Cove Ditch	Grand Ave	Shiloh Rd	Planned	8	High	Low	High Priority, Long Term
52	Elysian Rd	Mullowney Ln	S Frontage Rd	Planned	8	High	Low	High Priority, Long Term
71	King Ave W	Big Ditch	South 44th St W	Planned	8	High	Low	High Priority, Long Term
83	Monad Road	S 48th St W	Monad Rd	Planned	8	High	Low	High Priority, Long Term
99	South 44th St W	South 44th St W	Dobrinka Dr	Planned	8	High	Low	High Priority, Long Term
17	56th	Grand Ave	Danford Rd	Planned	7	High	Low	High Priority, Long Term

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
27	Alkali Creek	Aronson Ave	Main St	Planned	7	High	Low	High Priority, Long Term
29	Alkali Creek	Alkali Creek	Emerald Dr	Planned	7	High	Low	High Priority, Long Term
39	BBWA Canal Trail North	East of Shadow Heights	Aronson Ave	Planned	7	High	Low	High Priority, Long Term
40	Big Ditch	Yard Office Road	Beringer Way	Planned	7	High	Low	High Priority, Long Term
41	Big Ditch	52nd Street West	Rimrock West Park	Planned	7	High	Low	High Priority, Long Term
44	Broadwater Ave	48th St W	Shiloh Rd	Planned	7	High	Low	High Priority, Long Term
58	Hesper Rd	Gabel Rd	East of Kraft Ln	Planned	7	High	Low	High Priority, Long Term
65	Jim Dutcher Trail/ Marathon Loop	Shiloh Rd	Yrpa Conservation	Planned	7	High	Low	High Priority, Long Term
89	Old Hardin Rd	Main St	US 90	Planned	7	High	Low	High Priority, Long Term
96	S Billings Blvd	King Ave E	South Billings Bridge	Planned	7	High	Low	High Priority, Long Term
111	Yellowstone River Rd	Bench Blvd	Erin St	Planned	7	High	Low	High Priority, Long Term
116	N 13th St	6th Ave N	1st Ave N	Planned	7	High	Low	High Priority, Long Term
122	Blue Creek Road	Yellowstone River	Briarwood	Planned	7	High	Low	High Priority, Long Term
53	Lillian Ave	S 26th St	Charlene St	Planned	5	Low	High	Opportunistic Priority
61	Hilltop Rd	BBWA Canal Trail North	Bench Blvd	Existing: Future Improvement	5	Low	High	Opportunistic Priority
86	N 31st St	6th Ave N	Montana Ave	Planned	5	Low	High	Opportunistic Priority
117	Broadwater Ave	Descro Park Trl	Parkview Dr	Planned	5	Low	High	Opportunistic Priority

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PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
4	19th St. W	Miles Ave	Monad Rd	Planned	4	Low	High	Opportunistic Priority
34	Avenue C	Virginia Ln	Existing Trail Pioneer Park	Planned	4	Low	High	Opportunistic Priority
74	Kiwanis Trl	Steffanich Dr	Kiwanis Trl	Planned	4	Low	High	Opportunistic Priority
92	Rimrock Rd	Little Cove Creek	54th St W	Planned	4	Low	High	Opportunistic Priority
115	46th St W	Rimrock Rd	Silver Creek Trl	Planned	4	Low	High	Opportunistic Priority
119	St. John's	8th St W	6th St W	Planned	3	Low	High	Opportunistic Priority
93	Rimrock Road Trail	Shiloh Rd	Zimmerman Trl	Existing: Future Improvement	2	Low	High	Opportunistic Priority
97	Senators Blvd	Alkali Creek Rd	Governors Blvd	Existing: Future Improvement	1	Low	High	Opportunistic Priority
10	HWY 3	Shorey Rd	Inner Belt Loop	Planned	6	Low	Low	Low Priority
24	9th Ave	N 32nd St	N 24th St	Existing: Future Improvement	6	Low	Low	Low Priority
38	BBWA Canal Trail Corridor	Monad Rd	BBWA Canal Trail Corridor	Planned	6	Low	Low	Low Priority
62	Jackson St	S 28th St	King Ave E	Planned	6	Low	Low	Low Priority
81	Molt Rd.	Charolais St	Rimrock Rd	Planned	6	Low	Low	Low Priority
98	Shiloh Rd	Neibauer Rd	Shiloh Rd	Planned	6	Low	Low	Low Priority
109	Wicks Ln	Annandale Rd	Skyway Dr	Planned	6	Low	Low	Low Priority
112	Yrpa Conservation Pond Trails	Jim Dutcher Trail/Marathon	S Billings Blvd	Planned	6	Low	Low	Low Priority
15	48TH St. W	Grand Ave	Danford Dr	Planned	5	Low	Low	Low Priority

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
32	Arnold Drain	Grand Ave	Broadwater Ave	Planned	5	Low	Low	Low Priority
47	Canyon Creek	Big Ditch	Shiloh Rd	Planned	5	Low	Low	Low Priority
66	Jim Dutcher Trl	S Frontage Rd	Jim Dutcher Trl	Planned	5	Low	Low	Low Priority
79	S Frontage Rd	Mullowney Ln	Rudio Rd	Planned	5	Low	Low	Low Priority
80	S Frontage Rd	Riverside Rd	S Billings Blvd	Planned	5	Low	Low	Low Priority
84	Montana	State Ave	30th	Planned	5	Low	Low	Low Priority
85	Mullowney	Elysian Rd	South of Story Rd	Planned	5	Low	Low	Low Priority
106	Walter Creek Blvd	S Frontage Rd	Jim Dutcher Trail/	Planned	5	Low	Low	Low Priority
114	Zoo St	S Shiloh Rd	Entryway Dr	Planned	5	Low	Low	Low Priority
16	52nd St W	Grand Ave	Monad Rd	Planned	4	Low	Low	Low Priority
25	Access	Inner Belt Loop	North of Payton Trl	Planned	4	Low	Low	Low Priority
43	Bitterroot	Elaine St	Wicks Ln	Planned	4	Low	Low	Low Priority
54	Gabel	Hesper Rd	Zoo Dr	Planned	4	Low	Low	Low Priority
59	High Ditch	Cove Ditch	Rimrock West Park	Planned	4	Low	Low	Low Priority
67	Johnson Ln	Old Hardin Rd	Yellowstone River	Planned	4	Low	Low	Low Priority
72	Kiwanis Trail Corridor	Hawthorne Ln	Kiwanis Trl	Planned	4	Low	Low	Low Priority
73	Kiwanis Trail Corridor	Bitterroot Dr	Mary ST	Planned	4	Low	Low	Low Priority

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PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
78	Little Cove Creek	Grand Ave	Rimrock Rd	Planned	4	Low	Low	Low Priority
94	Rod and Gun Club	Iron Horse Trl	High Way 3	Planned	4	Low	Low	Low Priority
100	South of Governors Blvd	W Wicks Ln	Aronson Ave	Planned	4	Low	Low	Low Priority
123	Underpass Ave	S Billings Blvd	Calhoun	Planned	4	Low	Low	Low Priority
19	62nd	North of Rimrock Rd	Grand Ave	Planned	3	Low	Low	Low Priority
20	64th	Grand Ave	Laurel Airport Rd	Planned	3	Low	Low	Low Priority
107	West of Governors Blvd	South of W Wicks Ln	Constitution Ave	Planned	3	Low	Low	Low Priority
110	Yellowstone River Corridor	Yellowstone River Rd	Yellowstone River	Planned	3	Low	Low	Low Priority
125	25th St Bridge	Montana Ave	Minnesota Ave	Planned	3	Low	Low	Low Priority
75	Lakewood Ln	Lakewood Ln	Lake Elmo	Planned	2	Low	Low	Low Priority
8	27th St	Sugar Ave	Garden Ave	Planned	1	Low	Low	Low Priority
102	Story Rd / Wise Ln	Duck Creek Rd	Frontage Rd	Planned	1	Low	Low	Low Priority
103	Sugar	State Ave	King Ave E	Planned	1	Low	Low	Low Priority
105	Uinta Park/Twin Oaks Park	Wicks Ln	Ditch Trail	Planned	1	Low	Low	Low Priority
124	Kratz Ln	Washington St	Sugar Ave	Planned	1	Low	Low	Low Priority
26	Alexander Rd	Gleneagles Blvd	Roundup Rd	Planned	0	Low	Low	Low Priority
30	Alkali Creek Rd/ Annandale Rd	HWY 3	Gleneagles Blvd	Planned	0	Low	Low	Low Priority

PROJECT ID	NAME	FROM	TO	STATUS	VALUE SCORE	PROJECT VALUE	PROJECT READINESS	PRIORITIZATION
33	Autumnwood Dr	Autumnwood Dr	Ben Hog Ave	Planned	0	Low	Low	Low Priority
45	Broadwater Ave	Big Ditch	52nd St W	Planned	0	Low	Low	Low Priority
51	Danford	S 48th St W	West of Evening Star	Planned	0	Low	Low	Low Priority
55	Gleneagles Blvd	Alexander Rd	Annandale Rd	Planned	0	Low	Low	Low Priority
76	Laurel Airport	S 64th St W	Buffalo Trail Rd	Planned	0	Low	Low	Low Priority
88	Neibauer	Autumn Ln	East of Holly Ln	Planned	0	Low	Low	Low Priority
95	S 72nd St W	Laurel Airport Rd	S Frontage Rd	Planned	0	Low	Low	Low Priority
101	Stone Ridge	48th St W	52nd St W	Planned	0	Low	Low	Low Priority

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