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."

CITY COUNCIL
REGULAR BUSINESS MEETING
AGENDA

COUNCIL CHAMBERS
316 N. 26th Street, 5th Floor

APRIL 28, 2025

5:30 P.M.

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Aspenlieder

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

MINUTES:

- March 24, 2025
- April 14, 2025

COURTESIES:

PROCLAMATIONS:

- National Therapy Animal Day - April 30, 2025
- National Travel and Tourism Week - May 4-10, 2025

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

LEGISLATIVE UPDATE AND POSSIBLE COUNCIL DIRECTION:

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 - Consent Agenda; Regular Agenda Item 4; and Special Presentations 1 and 2 ONLY. Speaker sign-in required. (Comments are limited to three (3) minutes or as set by the Mayor. Please sign the roster at the cart located at the back of the Council chambers or at the podium. Comments on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For items not on this agenda, public comment will be taken at the end of the agenda.)

1. CONSENT AGENDA -- Separations:

A. Bid Awards:

1. **W.O. 25-26: Water Treatment Plant Sediment Hauling.** (Opened 4/7/25) Recommend K2 Civil, Inc.

B. **Amendment No. 1,** Amend Park Recreation Campus; A&E Design.

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

D. **Amendment No. 27, expansion and remodel of the Airline Ticket Counters and installation of a new In-line Baggage Belt System,** Morrison-Maierle, Inc.

E. **Amendment No. 28, reconstruction and extension of Runway 7/25;** Morrison-Maierle, Inc.

F. **Contract** with Pride of Montana for custodial services at New City Hall (316 N. 26th St.).

G. **Contract** with ABM Industry Groups, LLC for custodial services at the Billings Operations Center (4810, 4845, 4848, 4850 Midland Rd.).

H. **Five-Year FY2025-2029 Consolidated Plan, FY2025-2026 Annual Action Plan, and the allocation of CDBG and HOME FY25-26 funding.**

I. **Grant** to Fire Department from State Farm for CMC rope rescue class.

J. **Petition to Renew** Downtown Billings Business Improvement District (BID 0001).

K. **Acknowledge Receipt of Petition to Vacate** Block 31 of Annafeld Subdivision, Fifth Filing, and setting a Public Hearing for May 27, 2025.

L. **Preliminary Plat** of Annafeld Subdivision, 7th Filing. *Quasi-Judicial

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

1. March 31, 2025
2. April 7, 2025

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

REGULAR AGENDA:

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

3. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1064:** generally located at 1115, 1116, 1121, 1122, 1126 and 1127 Buffalo Crossing Drive. 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 1064 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

4. **APPROVAL** to forward a Recommendation of Approval for Amendment No. 1, of the Billings Metropolitan Planning Organization's (MPO) FY25 Unified Planning Work Program (UPWP), to the Policy Coordinating Committee (PCC). Technical Advisory Committee (TAC) recommends approval.

   Recommended Motion: I move to approve the City Council forwarding a recommendation of approval for Amendment No. 1 of the Billings Metropolitan Planning Organization's (MPO) FY25 Unified Planning Work Program (UPWP) to the Policy Coordinating Committee (PCC), as recommended by the Technical Advisory Committee (TAC).

SPECIAL PRESENTATIONS:

1. **Section 6-1208, BMCC** - Curb Cut Ordinance Update and Discussion.
2. **Transportation Corridor Plan Update.**

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

COUNCIL INITIATIVES:

ADJOURN:

Council Chambers are readily accessible to individuals with physical disabilities.

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

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City Council Regular

Date: 04/28/2025
Title: W.O. 25-26 Water Treatment Plant Sediment Hauling, Bid Award
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends City Council award a contract for W.O. 25-26: Water Treatment Plant Sediment Hauling, to K2 Civil, Inc. in the amount of $124,400.

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

W.O. 25-26: Water Treatment Plant Sediment Hauling, will remove sediment from the drying ponds at the Water Treatment Plant. Water from the Yellowstone River enters the sedimentation basins where the water is treated to remove sediment. Throughout the year, sediment accumulates in the basins and must be removed. Each year, Water Treatment Plant staff dredges the sediment from the sedimentation basins so that the intake from the Yellowstone River remains open. The dredged material is placed in the drying ponds to dry and is later removed to provide capacity for the following year of dredging operations.

The project was advertised on March 14, March 21, and March 28, 2025, in the Yellowstone County News and on the City's website. Bids were opened on April 7, 2025, and six (6) bids were received. K2 Civil, Inc. submitted the lowest, responsible bid.

ALTERNATIVES

City Council may:

- Award W.O. 25-26: Water Treatment Plant Sediment Hauling, to K2 Civil in the amount of $124,400; or
- Do not award a contract and reject all bids. If the project is not awarded, the sediment in the drying ponds will accumulate to the point where there won't be adequate room for the dredged material from the sediment basins. If the sediment basins can't be dredged, silt from the river may plug the raw water intake, not allowing enough water to reach the Water Treatment Plant.

FISCAL EFFECTS

The following bids were received:

CONTRACTOR	AMOUNT
K2 Civil, Inc	$124,400.00
Broadwater Excavation	$140,000.00
Gairrett Excavations & Trucking, Inc.	$143,000.00
Warren Transport	$180,100.00
Askin Construction	$210,000.00
Knife River	$227,000.00

The project was budgeted in FY25 using Water Operation and Maintenance Funds (O&M) in the amount of $150,000. There are adequate funds to award this contract.

City Council Regular

Date:	04/28/2025
Title:	Amendment No. 1 with A&E Design for Amend Park Recreation Campus
Presented by:	Gavin Woltjer
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	No
Project Number:	N/A

RECOMMENDATION

Staff recommends that Council approve Amendment No. 1 to the professional services agreement with A&E Design, in the amount of $310,000, for Bidding and Construction Phase Basic Services associated with the Amend Park Recreation Campus Courts Facility project.

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

The City of Billings entered into a professional services agreement with A&E Design on December 16, 2024, for Phase 1 design services related to the Amend Park Recreation Campus and Courts Facility, for $1 million. That agreement included architectural, structural, mechanical, electrical, and site/campus planning services through construction documents and permitting.

Amendment No. 1 now formally initiates Phase 2, which includes Basic Services for the Bidding and Construction Phase. This scope provides project oversight during construction and ensures compliance with plans and specifications. Included are continued services from A&E and its sub-consultants in architecture, mechanical, electrical, and structural engineering, as well as, civil engineering and landscape architecture.

These services are consistent with Section 3.6 of the original contract and include a construction duration of 14 months. The amendment aligns with the originally contemplated phasing strategy and budget planning, which divided work into distinct design and construction phases. The amendment is supported by Exhibit A.2 -- Construction Services Proposal.

STAKEHOLDERS

City of Billings -- Project Owner and contracting entity providing oversight, funding, and administration.
A&E Design -- Lead architectural firm responsible for construction administration services under this amendment.
IMEG and Krivonen -- Sub-consultants providing mechanical, electrical, and structural engineering services.
Sanbell -- Civil engineering firm responsible for utilities and site development oversight.
SBURA (South Billings Urban Renewal Association) -- Primary stakeholder and funding partner in advancing redevelopment goals within the South Billings Urban Renewal District.
Yellowstone Ice Foundation -- An adjacent facility stakeholder whose site integration is coordinated through shared infrastructure within the campus.
Community Users -- Future beneficiaries of the Courts Facility and campus improvements

ALTERNATIVES

The City Council may:
Approve Amendment No. 1 with A&E Design for Amend Park Recreation Campus
Request revisions to scope of cost and defer approval
Reject the amendment, potentially delaying site development

FISCAL EFFECTS

The total cost of Amendment No. 1 is $310,000. These funds will be paid from the existing $20 million project budget ($21 million with design services) allocated for the Amend Park Recreation Campus project. No additional appropriation is requested.

The $310,000 fee covers the following construction phase services as detailed in the fee proposal:
$250,000 for architectural, mechanical, electrical, and structural construction administration by A&E Design and its sub-consultants (IMEG and Krivonen).
$55,000 for civil engineering services provided by Sanbell.
$5,000 for landscape design services by A&E Design.

This amendment remains within the originally forecasted budget parameters and reflects a competitive and reasonable cost based on the scope of work and project scale.

SUMMARY

This amendment represents the next planned step in project delivery. It keeps the project on schedule for construction to begin in summer 2025 and aligns with the original scope, which anticipated phased design and construction administration services under a total project budget of $21 million. Looking forward, this amendment positions the project for a smooth transition from design to construction, maintaining continuity with the existing project team and ensuring professional oversight throughout project execution.

Attachments

Fee Proposal Exhibit A2
Original A&E approved contract
Amendment No. 1 A&E Design Amend Park Recreation Campus

Exhibit A.2
Construction Services Proposal
4/8/2024

Amend Park Recreation Campus & Courts Facility
Billings, MT

Contract Amendment

		Phase 1 (Previous Contract)			Phase 2 - Construction Phase Services		
Design Services	**Team**	**Schematic Design**	**Design Development**	**Construction Documents**	**Bidding & Negotiation**	**Construction Administration**	**Total**
Basic Services							
Architecture | Mechanical | Electrical | Structural	A&E Design | IMEG | Krivonen	$ 148,000	$ 285,870	$ 385,000	$ 10,000	$ 240,000	**$ 250,000**
Additional Services & Reimbursable Expenses							
Proforma Modeling - Johnson Consulting	Johnson Consulting						$ -
Civil Engineering | Utilities	Sanbell	$ 14,110	$ 26,530	$ 58,490	$ -	$ 55,000	$ 55,000
Landscape Architecture | Site Design	A&E Design	$ 13,800	$ 15,200	$ 15,000	$ -	$ 5,000	$ 5,000
Total Project Construction Phase Services - Phase 2							**$310,000**

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AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 16th day of December in the year Two Thousand Twenty Four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Billings
PO Box 1178
Billings, MT 59103

and the Architect:
(Name, legal status, address, and other information)

A&E Design, Inc
124 N. 29th St Suite 100
Billings, MT 59101

for the following Project:
(Name, location, and detailed description)

24194.00 Amend Park Recreation Campus

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This project includes the design of an indoor Courts Facility on the site parcels noted in Section 1.1.2. The project will include full-size basketball courts (94'x50') that can convert to middle-school sized courts. The courts will also be striped for pickle ball, volleyball, and possibly additional sports as determined with the owner through design. The courts will be separated by divider curtains with the ability to partition areas off and run multiple events simultaneously. The courts building will also include an entry area with reception desk, concessions area, restrooms, adequate storage, and other support spaces.

The project will include the development of the site area referred to as the Amend Park Recreation Campus. This scope of work includes the site area to support the Courts Facility and Yellowstone Ice Facility (YIF) building. The site development will include the utilities, code-required parking, sidewalks, plaza, and storm water management infrastructure. The total site area developed under this contract will be prioritized to supporting the Courts Facility and YIF buildings only. The YIF building is being designed by another architect, but this contract will include identifying a building location and designing the surrounding site development for the YIF facility.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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Site Parcels:
Lots 3A-1A, 3A-4, and 3A-5, Block 1 of Popelka Commerce Center Subdivision, Second Filing)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Total project budget is 21million. The Architectural and Engineering services are separated into Phase 1 and Phase 2 per the Owner's RFQ. The Phase 1 services are included in this contract and include design of the Courts building and the campus site plan through Construction Documents and permitting. Phase 2 work is to include bidding and and Construction Administration services. Final Scope and Fee for the Phase 2 work will be negotiated prior to the start of Phase 2 work. The fees for Phase 2 will come from within the total project budget, as no additional funds from the City of Billings are available.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

See Exhibit B – Project Schedule

.2 Construction commencement date:

Summer 2025. Final date to be determined in conjunction with the General Contractor/Construction Manager

.3 Substantial Completion date or dates:

TBD in consultation with Owner. Substantial Completion date will be defined in a future contract amendment

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Not Applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Responsible practices to provide overall sustainable design strategies within the budget.

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§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA [illegible]t, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Kevin Iffland, Assistant City Administrator
City of Billings
PO Box 1178
Billings, MT 59103
ifflandk@billingsmt.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

John Caterino, Facilities Manager
City of Billings
PO Box 1178
Billings, MT 59103
caterinoj@billingsmt.gov

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

Sanbell
1300 N Transtech Way
Billings, MT 59102

.3 Geotechnical Engineer:

Rimrock Engineering
5440 Holiday Ave
Billings, MT 59101

.4 Civil Engineer:

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

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§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

Dusty Eaton, AIA, CEO, Principal
A&E Design, Inc
124 N. 29th St Suite 100
Billings, MT 59101

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Krivonen & Associates
1004 Division St. 3rd Floor
Billings, MT 59101

.2 Mechanical Engineer:

IMEG
175 N 27th St Suite 1312
Billings, MT 59101

.3 Electrical Engineer:

IMEG
175 N 27th St Suite 1312
Billings, MT 59101

4. Recreation Planning Architect

BRS Architecture
990 South Broadway Suite 222
Denver, CO 80209

§ 1.1.12.2 Consultants retained under Supplemental Services:

1. Civil Engineer:
Sanbell
1300 N Transtech Way
Billings, MT 59102

2. Operations Consultant

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§ 1.1.13 Other Initial Information on which the Agreement is based:

No additional information required

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than

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the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for ...ental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

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§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 At the request of the Owner, the Construction Phase Services have been identified as a separate phase and scope. The owner must provide written approval prior to the Architect providing any services under the Bidding (procurement) or Construction Phase of the project. The provisions set forth below will apply to the Construction Phase Services once the Owner provides such written approval and has agreed to the Architect's fee.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

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§ 3.6.3 Certificates for Payment to Construction Manager

counts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

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§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect/Owner
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	General Contractor / Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	General Contractor / Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 – The Owner will lead the process of selecting the GC/CM and the architect will assist as needed.
4.1.1.2 – The Architect will lead the Programming effort with the Owner to identify the needs of the facility and align those spaces and overall building size to the budget.
4.1.1.6 – The Architect and consultant team will lead the site design for the project. This includes master planning the area for the YIF and Courts building to efficiently locate buildings, parking, sidewalks, and plazas.
4.1.1.9 – The Architect's consultant, Sanbell, will lead the standard civil engineering requirements for the project.

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4.1.1.10 – The Architect's landscape team will lead the standard landscape design and architectural requirements for the project.
4.1.1.11 – The Architect's team will lead the interior design of the facility for selection of materials, colors, and finishes appropriate for this building.
4.1.1.22 – The Architect's team will lead the design of the basic telecommunications requirements for the facility.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.1 – The Owner will lead the process of selecting the GC/CM and the architect will assist as needed.
4.1.1.24 – The Owner will contract directly with the commissioning agent for code-required commissioning.
4.1.1.27 – The Owner will procure any required FF&E for the project.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Deleted.

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

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.11 Assistance to the Initial Decision Maker, if other than the Architect;
.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
.13 Services necessitated by the Owner's delay in engaging the Construction Manager;
.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
.2 One weekly (1) visits to the site by the Architect during construction
.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

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§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as d, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section

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§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work.. If the Owner requires the Architect to modify the Construction Documents because the cost exceeds the Owner's budget due to market conditions the Architect could not reasonably anticipate, the Owner and Architect shall negotiate a reasonable path forward to bring the project into budget, which may include Additional Services pursuant to Section 11.3.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they

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may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify, defend, save, and hold the Owner and the Owner's officers, employees, and agents harmless from any and all claims, causes of action, lawsuits, damages, losses, judgments, and litigation costs and expenses arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, arising from any wrongful or negligent acts, errors, or omissions of the Architect, its agents, employees, and its consultants in the performance of professional services under this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Owner and Architect agree that they shall, in good faith, first attempt to informally resolve any claim, dispute or issue through discussions with the executives of each party at a mutually acceptable time, manner, and place. If informal discussions fail to resolve the claim, dispute, or issue, the Parties agree to, in a timely and expeditious manner, no later than sixty (60) days after the Parties agree in writing that informal discussions failed, to mediate the claim, dispute, or issue with a mutually selected mediator, splitting the cost of the mediation equally. If mediation does not resolve the claim, dispute, or issue within ninety (90) days of the first session of mediation with the mutually selected mediator, the Owner and Architect agree to resolve the claim, dispute, or issue through litigation before a court of competent jurisdiction in -Billings, Montana

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

LITIGATION AND VENUE: 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.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement, unless such payments are the subject of a good faith dispute. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending

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services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable direct expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

n/a

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

n/a

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the

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other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 Section removed.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
Reference Exhibit A – Project Fees

.2 Percentage Basis
(Insert percentage value)
N/A

(Paragraph deleted)

.3 Other
(Describe the method of compensation)

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reference Exhibit A for all project fees

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Reference Exhibit A for all project fees.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Reference Exhibit A for all project fees

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:
Reference Exhibit A for all project fees
(Table deleted)
The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Project does not include hourly billing. Reference Exhibit A for all project fees

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

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.7 Deleted

Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 Site office expenses;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. If the invoice is disputed, the Owner shall provide written notice with the reason for the dispute to Architect within seven (7) calendar days. Architect may then correct the deficiency and resubmit the invoice for approval. However, the Owner shall pay all amounts not in dispute in accordance with the terms of this Agreement.
(Insert rate of monthly or annual interest agreed upon.)

12 % annum

§ 11.10.2.2 The Owner may withhold amounts from the Architect's compensation to offset sums requested by or paid to contractors for the cost of changes in the Work resulting from the Architect's errors or omissions. The Architect shall retain the right to challenge any withholding in binding dispute resolution.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Nondiscrimination

§ 12.1.1 The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Architect will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Architect agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

§ 12.1.2 The Architect shall state, in all solicitations or advertisements for employees to Work on Project 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.

§ 12.1.3 The Architect shall comply with any and all reporting requirements that may apply to it which the City of Billings may establish by regulation.

§ 12.1.4 The Architect shall include the provisions of Subsections 12.1.1 through 12.1.3 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 Architect under this Agreement.

§ 12.1.5 The Architect shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

§ 12.1.6 The Architect and any 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.

§ 12.1.7 The Architect 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.

§ 12.2 Notice Any notice required under this Agreement shall be sent by email or first class registered or certified mail, return receipt requested. For notice to the Owner, notices shall be sent to the Owner's representatives listed in 1.1.8 **and** 1.1.9 or for notice to the Architect, to the Architect's representative listed in 1.1.11. Notices are effective upon the earlier of receipt, or five (5) days after proof of proper postmark.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 Building Information Modeling Exhibit, if completed:

N/A

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.3 Exhibits:
(Clearly identify any exhibits incorporated into this Agreement.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Project Fees
Exhibit B – Project Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

Signed by:
William A. Cole
2CA11D5423334EE...

OWNER *(Signature)*

William A. Cole, Mayor, City of Billings
(Printed name and title)

Signed by:
Dusty Eaton with A&E Design
D26D4D81CA5D430...

ARCHITECT *(Signature)*

Dusty Eaton, AIA, CEO, Principal
(Printed name, title, and license number, if required)

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Additions and Deletions Report for
AIA® Document B133® – 2019

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 12:03:02 MT on 12/12/2024.

PAGE 1

AGREEMENT made as of the 16th day of December in the year Two Thousand Twenty Four

...

City of Billings
PO Box 1178
Billings, MT 59103

...

A&E Design, Inc
124 N. 29th St Suite 100
Billings, MT 59101

...

24194.00 Amend Park Recreation Campus

...

TBD
PAGE 2

This project includes the design of an indoor Courts Facility on the site parcels noted in Section 1.1.2. The project will include full-size basketball courts (94'x50') that can convert to middle-school sized courts. The courts will also be striped for pickle ball, volleyball, and possibly additional sports as determined with the owner through design. The courts will be separated by divider curtains with the ability to partition areas off and run multiple events simultaneously. The courts building will also include an entry area with reception desk, concessions area, restrooms, adequate storage, and other support spaces.

The project will include the development of the site area referred to as the Amend Park Recreation Campus. This scope of work includes the site area to support the Courts Facility and Yellowstone Ice Facility (YIF) building. The site development will include the utilities, code-required parking, sidewalks, plaza, and storm water management infrastructure. The total site area developed under this contract will be prioritized to supporting the Courts Facility and YIF buildings only. The YIF building is being designed by another architect, but this contract will include identifying a building location and designing the surrounding site development for the YIF facility.
PAGE 3

Site Parcels:
Amend Park (Tract 1 of Certificate of Survey No 2783)
Lots 3A-1A, 3A-4, and 3A-5, Block 1 of Popelka Commerce Center Subdivision, Second Filing)

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Total project budget is 21million. The Architectural and Engineering services are separated into Phase 1 and Phase 2 ed in this contract and include design of the Courts building and the campus site plan through Construction Documents and permitting. Phase 2 work is to include bidding and and Construction Administration services. Final Scope and Fee for the Phase 2 work will be negotiated prior to the start of Phase 2 work. The fees for Phase 2 will come from within the total project budget, as no additional funds from the City of Billings are available.

...

See Exhibit B – Project Schedule

...

Summer 2025. Final date to be determined in conjunction with the General Contractor/Construction Manager

...

TBD in consultation with Owner. Substantial Completion date will be defined in a future contract amendment

...

N/A

...

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

Not Applicable

...

Responsible practices to provide overall sustainable design strategies within the budget.

PAGE 4

Kevin Iffland, Assistant City Administrator
City of Billings
PO Box 1178
Billings, MT 59103
ifflandk@billingsmt.gov

...

John Caterino, Facilities Manager
City of Billings
PO Box 1178
Billings, MT 59103
caterinoj@billingsmt.gov

...

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Dusty Eaton, AIA. CEO. Principal
A&E Design, Inc
124 N. 29th St Suite 100
Billings, MT 59101

...

Krivonen & Associates
1004 Division St. 3rd Floor
Billings, MT 59101

...

IMEG
175 N 27th St Suite 1312
Billings, MT 59101

...

IMEG
175 N 27th St Suite 1312
Billings, MT 59101

4. Recreation Planning Architect

BRS Architecture
990 South Broadway Suite 222
Denver, CO 80209

...

1. Civil Engineer:
Sanbell
1300 N Transtech Way
Billings, MT 59102

2. Operations Consultant
Johnson Consulting
6 East Monroe Suite 500

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No additional information required

...

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
PAGE 7

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Two Million Dollars ($ 2,000,000.00) in the aggregate.
PAGE 10

§ 3.6.1.1 ~~The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.~~ At the request of the Owner, the Construction Phase Services have been identified as a separate phase and scope. The owner must provide written approval prior to the Architect providing any services under the Bidding (procurement) or Construction Phase of the project. The provisions set forth below will apply to the Construction Phase Services once the Owner provides such written approval and has agreed to the Architect's fee.
PAGE 13

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§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect/Owner
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	General Contractor / Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	General Contractor / Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Architect
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
	Not Provided

...

4.1.1.1 – The Owner will lead the process of selecting the GC/CM and the architect will assist as needed.
4.1.1.2 – The Architect will lead the Programming effort with the Owner to identify the needs of the facility and align those spaces and overall building size to the budget.
4.1.1.6 – The Architect and consultant team will lead the site design for the project. This includes master planning the area for the YIF and Courts building to efficiently locate buildings, parking, sidewalks, and plazas.
4.1.1.9 – The Architect's consultant, Sanbell, will lead the standard civil engineering requirements for the project.
4.1.1.10 – The Architect's landscape team will lead the standard landscape design and architectural requirements for the project.
4.1.1.11 – The Architect's team will lead the interior design of the facility for selection of materials, colors, and finishes appropriate for this building.
4.1.1.22 – The Architect's team will lead the design of the basic telecommunications requirements for the facility.
PAGE 14

4.1.1.1 – The Owner will lead the process of selecting the GC/CM and the architect will assist as needed.
4.1.1.24 – The Owner will contract directly with the commissioning agent for code-required commissioning.

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4.1.1.27 – The Owner will procure any required PFAE for the project.

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...

.8 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~Deleted.

PAGE 15

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 One weekly (1) visits to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

§ 6.7 After incorporation of modifications under Section 6.6, the Architect ~~shall, as an Additional Service,~~ shall make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the ~~Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~Work.. If the Owner requires the Architect to modify the Construction Documents because the cost exceeds the Owner's budget due to market conditions the Architect could not reasonably anticipate, the Owner and Architect shall negotiate a reasonable path forward to bring the project into budget, which may include Additional Services pursuant to Section 11.3.

PAGE 19

§ 8.1.3 The Architect shall ~~indemnify~~ indemnify, defend, save, and hold the Owner and the Owner's ~~officers and employees harmless from and against damages, losses and judgments~~ officers, employees, and agents harmless from any and all claims, causes of action, lawsuits, damages, losses, judgments, and litigation costs and expenses arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, ~~but only to the extent they are caused by the negligent acts~~ arising from any wrongful or negligent acts, errors, or omissions of the Architect, its ~~employees~~ agents, employees, and its consultants in the performance of professional services under ~~this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by~~ this Agreement.

...

§ 8.2.2 ~~The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Owner and Architect agree that they shall, in good faith, first attempt to informally resolve any claim, dispute or issue through discussions with the executives of each party at a mutually acceptable time, manner, and place. If informal discussions fail to resolve the claim, dispute, or issue, the Parties agree to, in a timely and expeditious manner, no later than sixty (60) days after the Parties agree in writing that informal discussions failed, to mediate the claim, dispute, or issue with a mutually selected mediator, splitting the cost of the

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mediation equally. If mediation does not resolve the claim, dispute, or issue within ninety (90) days of the first session of mediation with the mutually selected mediator, the Owner and Architect agree to resolve the claim, dispute, or issue through litigation before a court of competent jurisdiction in -Billings, Montana

...

[X] Litigation in a court of competent jurisdiction

...

LITIGATION AND VENUE: 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.

...

~~§ 8.3 Arbitration~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

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§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this ~~Agreement.~~ Agreement, unless such payments are the subject of a good faith dispute. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any reasonable direct expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules ~~shall~~ may be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules ~~shall~~ may be equitably adjusted.

PAGE 20

n/a

...

n/a

PAGE 21

§ 10.8 ~~If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.~~Section removed.

...

~~(Insert amount)~~Reference Exhibit A – Project Fees

...

N/A

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

PAGE 22

N/A

...

Reference Exhibit A for all project fees

...

Reference Exhibit A for all project fees.

...

Reference Exhibit A for all project fees

...

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AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Amend Park Recreation Campus
Billings, MT

AGREEMENT INFORMATION:
Date: December 16, 2024

AMENDMENT INFORMATION:
Amendment Number: 001
Date: April 8, 2025

OWNER: *(name and address)*
City of Billings
P.O. Box 1178
Billings, MT 59101

ARCHITECT: *(name and address)*
A&E Design
124 N 29th Street, #100
Billings, MT 59101

The Owner and Architect amend the Agreement as follows:
Bidding and Construction Phase Basic Services for the construction of the courts building and related sitework.
Services to be as stated in AIA B133-2019, Section 3.6 dated 16 December 2024 and approved 19 December 2024.

Propoal attached as Exhibit A.2 is based on a construction duration of fourteen months and project budget of twenty million dollars ($20,000,000.00). Additional fees can be negotiated if time or budget are exceeded.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Three hundred ten thousand dollars ($310,000.00)

Schedule Adjustment:
none

SIGNATURES:

A&E Design	City of Billings
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Kris A. Koessl, Principal	William A. Cole, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
DATE	**DATE**

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City Council Regular

Date:	04/28/2025
Title:	GMP Amendment No. 1A, Amend Park Recreation Campus General Contractor/Construction Manager (GC/CM)
Presented by:	Gavin Woltjer
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that City Council approve the Guaranteed Maximum Price (GMP) Amendment #1A in the amount of $3,226,357.89 for Bid Package #1A with Langlas & Associates, Inc., for the Amend Park Recreation Campus project. This amount is in addition to the previously approved GMP Amendment #1 of $3,894,768.91, resulting in a total GMP of $7,121,126.80.

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

The Amend Park Recreation Campus project includes construction of a Courts Facility to serve as a multi-purpose indoor sports complex. The overall scope includes full-sized basketball courts, support facilities, and site infrastructure shared with the Yellowstone Ice Facility.

GMP Amendment #1A includes procurement of the Pre-Engineered Metal Building (PEMB) system and associated erection work to maintain the project schedule. This bid package was publicly advertised, and True North Steel was the apparent low bidder with a base bid of $3,009,215.00 for Bid Package 1A. Associated fees, insurance, bonds, and a 3% contingency bring the GMP Amendment #1A total to $3,226,357.89 (see Exhibit A1A Sumary dated 4/16/2025).

This amendment is consistent with the adopted capital planning and delivery methods established through the City's agreement with Langlas & Associates, Inc., using a General Contractor/Construction Manager (GC/CM) model under AIA A133--2019.

STAKEHOLDERS

City of Billings -- Parks & Recreation, Administration, and Facilities Division: Project management and oversight
Langlas & Associates, Inc.: General Contractor/Construction Manager (GC/CM)
A&E Design, Inc.: Project architect and lead designer
True North Steel: Selected subcontractor for PEMB procurement and erection
Community Sports Organizations & Public Users: Future users of the Courts Facility
City Council & CIP Oversight: Fiscal approval and policy guidance

ALTERNATIVES

City Council may:
Approve GMP Amendment #1A as presented
Request revisions to scope or cost and defer approval
Reject the amendment, potentially delaying procurement and construction schedule

FISCAL EFFECTS

This GMP Amendment #1A of $3,226,357.89 will be funded using project budget appropriations established in the FY26 Capital Improvement Plan. The overall project remains within the original $20 million budget authorized for the Courts Facility.
This amendment includes no alternates and is based on firm bid values for PEMB scope, consistent with previous contract terms. A 3% contingency is included for Bid Package #1A, and project cost oversight will continue through the City's Owner's Representative and City Staff.

SUMMARY

GMP Amendment #1A requests Council approval to authorize $3,226,357.89 for Bid Package #1A related to the procurement and erection of the Pre-Engineered Metal Building (PEMB) for the Amend Park Recreation Campus Courts Facility. This package was bid publicly and awarded to True North Steel as the lowest responsive bidder. Amendment #1A is part of the phased General Contractor/Construction Manager (GC/CM) delivery model with Langlas & Associates and includes construction-related fees, insurance, and contingency. This amendment will

maintain project momentum, ensure timely procurement of long-lead items, and keep the overall project within the adopted $20 million budget.

Attachments

Original Langlas Approved Contract
Original Langlas Approved Contract Amendment 1
Langlas GMP Amend 1A
Langlas GMP Amend 1A Summary

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AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 3rd day of February in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner :
(Name, legal status, address, and other information)

City of Billings

210 North 27th St

Billings, MT 59101
P.O. Box 1178
Billings, MT 59103

and the Construction Manager:
(Name, legal status, address, and other information)

Langlas & Associates, Inc.

2685 Gabel Road

Billings, MT 59102
406-656-0629

for the following Project :
(Name, location, and detailed description)

Amend Park Recreation Campus – Courts Facility

5101 King Ave E

Billings, MT 59101

The Architect:
(Name, legal status, address, and other information)

A&E Design, Inc.

124 N 29th St STE 100

Billings, MT 59101
406-248-2633

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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The Owner and Construction Manager agree as follows.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

This project includes the design of an indoor Courts Facility on the site parcels noted in Section 1.1.2. The project will include full-size basketball courts (94'x50') that can convert to middle-school sized courts. The courts will also be striped for pickle ball, volleyball, and possibly additional sports as determined with the owner through design. The courts will be separated by divider curtains with the ability to partition areas off and run multiple events simultaneously. The courts building will also include an entry area with reception desk, concessions area, restrooms, adequate storage, and other support spaces.

The project will include the development of the site area referred to as the Amend Park Recreation Campus. This scope of work includes the site area to support the Courts Facility and Yellowstone Ice Facility (YIF) building. The site development will include the utilities, code-required parking, sidewalks, plaza, and storm water management infrastructure. The total site area developed under this contract will be prioritized to support the Courts Facility and

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YIF buildings only. The YIF building is being designed by another architect, but this contract will include identifying a building location and designing the surrounding site development for the YIF facility.

§ 1.1.2 The Project's physical characteristics :
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Site Parcels:
Amend Park (Tract 1 of Certificate of Survey No 2783)
Lots 3A-1A, 3A-4, and 3A-5, Block 1 of Popelka Commerce Center Subdivision, Second Filing)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

$20,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Per agreed upon delivery approved by the City of Billings

.2 Construction commencement date:

As soon as the building permit is available. Anticipated June 2025

.3 Substantial Completion date or dates:

To be identified in GMP Amendment at **Exhibit A .**

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not applicable.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Responsible practices to provide overall sustainable design strategies within the budget.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information :
(Identify special characteristics or needs of the Project not provided elsewhere.)

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Kevin Iffland, Assistant City Administrator
City of Billings
PO Box 1178
Billings, MT 59103
ifflandk@billingsmt.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

John Caterino, Facilities Manager
City of Billings
PO Box 1178
Billings, MT 59103
caterinoj@billingsmt.gov

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Rimrock Engineering
5440 Holiday Ave
Billings, MT 59101

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Land Surveyor:
Sanbell
1300 N Transtech Way
Billings, MT 59102

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

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Dusty Eaton, CEO

A&E Design

124 North 29th Street Ste 100

Billings, MT 59101

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jason Hubbard , VP Eastern District

Langlas & Associates, Inc

2685 Gabel Road

Billings, MT 59102

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Construction Manager's Preconstruction Services shall be performed as a not-to-exceed fee of fifteen thousand ($15,000.00) dollars. Construction Manager shall not be permitted any additional preconstruction services without Owner's approval and sufficient evidence of a change in the scope of the work not previously anticipated

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

The Construction Manager shall comply with Montana law in the procurement of subcontractors.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed

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in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and consistent with industry standards in the location of the Project. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.
The Owner has an agreement directly with the Architect, and Construction Manager does not. The Owner shall reasonably direct Architect to timely and properly perform the duties and responsibilities which are placed on the Architect in this
Agreement.

§ 2.3 General Conditions

§ 2.3.1 For Preconstruction, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For Construction, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for Construction to commence prior to completion of Preconstruction, in which case, both Preconstruction and Construction will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price Amendment relative to any Work. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. If Construction is to be conducted in Phases, the duties below will apply to the applicable Phase.

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§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, in relation to the Initial Information set forth, above.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work for each Phase of the Work for which Owner and Construction Manager enter into an Amendment.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction. However, nothing in this provision is intended to place design responsibilities on the Construction Manager without Construction Manager's specific prior written consent to accept design responsibilities.

§ 3.1.3.3 For Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

For Work for which Owner and Construction Manager enter into an Amendment, when Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update the Project schedule using the critical path method for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for available alternate options.

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, which shall be attached to and incorporated into this Agreement if applicable.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during Preconstruction.

§ 3.1.12 Procurement

For the Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction to the extent the Construction Manager can reasonably do so. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager and shall timely pay Construction Manager for those early procured items pursuant to Construction Manager's invoicing. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract and consistent with construction industry standards in the location where the Project is located, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities in relation to the Project.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Includes early selection of subcontractors or suppliers through Requests for Qualifications and Proposals to if required to maintain project schedule and/or budget.

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§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price shall include an estimate of the costs reasonably expected by Construction Manager to be attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom; however, no cost attributable to such further development and in excess of $5,000 shall be deemed to be reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, or costs caused by other changes that could not be reasonably expected by Construction Manager , all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented prior to agreeing upon the Guaranteed Maximum Price proposal, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 With the exception of the Construction Manager's Preconstruction fee, which shall be paid by the Owner monthly as invoiced by Construction Manager for its Preconstruction services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies, of which Construction Manager becomes aware, between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

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§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective (if Construction Manager is aware of such enacted, but not yet effective taxes), at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction as set forth in Exhibit A. The duties of Construction Manager apply to the Work in each Phase of the Work as identified in the Guaranteed Maximum Price Amendment or any Change Orders subsequently agreed by the parties..

§ 3.3.1.2 Construction shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties, or as set forth in Exhibit A. If Exhibit A sets forth commencement of Construction, that shall be the date of commencement. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information reasonably required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information reasonably required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the

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Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During Preconstruction, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested , shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During Construction, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness and shall direct Architect to do so as well. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for Preconstruction and Construction services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows :
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$15,000

§ 5.1.2 The hourly billing rates for Preconstruction services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Project Manager	$110
Superintendent	$110
Project Engineer	$95
Assistant Project Manager	$95

§ 5.1.2.1 Hourly billing rates for Preconstruction services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If Preconstruction services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

10% annual interest, accruing monthly

ARTICLE 6 COMPENSATION FOR CONSTRUCTION SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

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2.75%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager shall be entitled to adjustment of 2.75% overhead and profit and TBD % for general conditions in any adjustment for changes in the Work. Bond, Insurance, and General Conditions to also be included in changes and approved prior to the execution of the change.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% Overhead and 5% Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives , if any, that might result in a change to the Contract Sum.)

Other provisions, if any, will be identified in the GMP Amendment.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time, Preconstruction compensation, and/or GMP Amendment as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, and the Construction Manager and the Owner shall agree in advance in writing on any reasonable and fair adjustments to the schedule and the GMP that result from the minor change.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

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§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The costs described in § 7.1 through § 7.7 shall be assembled into Bid Packages and competitively bid, with the exception of Division 01, General Conditions, which shall be negotiated. The Bid Packages shall be considered a Cost of the Work and will be billed as individual lump sums and itemized individually on the Construction Manager's application for payment G702 form, and the Construction Manager's fee shall be added to them. The Cost of the Work shall include only the items set forth in §§ 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops (which approval shall not be unreasonably withheld). Rates for Construction Manager's workers shall be set forth in the GMP Amendment.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site or the offsite office when working on the Project.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Manager, Assistant Project Manager, and Project Engineer, performing duties such as submittals, RFIs, invoicing, pay applications, document control, general communications, and other duties to efficiently and effectively manage the project.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

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§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9. These Costs of the Work, along with the total of the Bid Packages, Allowances, General Conditions, Contingencies, Insurance, Bonds and other costs, shall constitute the Guaranteed Maximum Price.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction,

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including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.8.3 If Construction Manager requests approval from Owner on Costs of the Work and Owner does not timely respond to the request, Owner shall be responsible for all cost increases and schedule delays resulting from Owner's delay. Construction Manager may request cost approvals from the Owner via email, with delivery receipt or response email documenting that such email was received by Owner, and Owner may respond to such requests in the same manner, with delivery receipt or response email documenting that such email was received by Construction Manager.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during Preconstruction

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Owner agrees to conduct this review and express any objection timely, recognizing that Subcontractors and/or

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suppliers may not hold their bids valid for more than a few days. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. Any such audit shall be requested within ten (10) days of Construction Manager's submittal of its final payment application. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Construction Manager's agreement to be audited shall not be construed as a waiver of the requirements of the MT Prompt Pay Act.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION SERVICES***

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Owner may not withhold any part of the payment due pursuant to the Application for Payment, unless the Owner has provided to Construction Manager its written objection, consistent with MT's Prompt Pay Act, to the amount within twenty-one (21) days following the date of the Application for Payment.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the ' 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty(30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit reasonable evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus costs and Construction Manager's fee for the period covered by the present Application for

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Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably and timely require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017 (but only if the Owner timely provided written objection to the portion of the payment withheld);

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, but only upon timely written notice of objection by Owner to Construction Manager;

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.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Construction Manager is entitled to an initial release of the retainage withheld by the Owner at such time the parties confirm 50% of the work has been completed and no outstanding payments withholdings or other disputes as the completed Work exists. Such release does not impact Owner's right to withhold retainage during completion of the remaining 50% of the Work.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

N/A

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 Construction Manager shall determine and be responsible for an acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts accordingly.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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11.1.13 The Construction Manager does not accept direct wire transfers/payments to its accounts. If the Construction Manager agrees in writing to accept wire transfers/payments, a third-party wire vendor, such as Bill.com, would need to be used for wires and agreed upon in advance in writing by Construction Manager. Once a method of payment has been established on the Project, it may only be modified in writing by Construction Manager's President or Vice President provided by certified mail to Owner. Any other alleged direction or request to modify the payment arrangement must be brought to Construction Manager's immediate written attention, copied to Catherine Bergman, Langlas & Associates, Inc., 2685 Gabel Rd., Billings, MT 59102.

§ 11.1.14 Substantial Completion

§ 11.1.14.1 Substantial Completion shall be as defined in AIA Document A201-2017 General Conditions, Article 8.1.3.

§ 11.1.14.2 When the Construction Manager considers that the Work on a Phase is substantially complete, the Construction Manager shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment ("the Draft Punchlist"). Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

§ 11.1.14.3 Within five (5) days after Construction Manager submits the Draft Punchlist (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days), the Architect and Owner may inspect the Work and may provide to Construction Manager their reasonable changes to the Draft Punchlist. Upon the Owner's and/or Architect's submission of their reasonable changes to the Construction Manager's Draft Punchlist, those reasonable changes shall be made to the Draft Punchlist, and the Draft Punchlist shall become the Final Punchlist. There shall be **only one** Final Punchlist. The Architect shall promptly issue the Certificate of Substantial Completion after the Final Punchlist is established. The Certificate of Substantial Completion for each Phase of Work shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance related to that Work, and it shall fix the time within which the Construction Manager shall complete all items on that Final Punchlist. Warranties required by the Contract Documents or by law for each Phase of Work shall commence on the date of Substantial Completion of the Work.

§ 11.1.14.4 Upon receipt of the Construction Manager's Draft Punch List, the Architect will inspect the Work to determine whether the Work is substantially complete within five (5) days (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days). When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will promptly notify the Owner and the Construction Manager in writing and the Construction Manager shall issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If Architect does not timely make this inspection and timely communicate regarding the substantial completion, the Work shall be deemed to be substantially complete 5 days after the Construction Manager submits the Draft Punch List.

§ 11.1.14.5 The Certificate of Substantial Completion shall be submitted to the Owner, and the Owner and the Construction Manager shall provide their written acceptance of responsibilities assigned to them in the Certificate, which acceptance shall not be unreasonably withheld. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Phase of Work. Such payment shall be adjusted for Work that is incomplete or not completed in accordance with the requirements of the Contract Documents. Occupancy may not occur until these steps have been taken. If occupancy occurs before these steps are taken, the Work shall automatically be deemed substantially complete as of the date occupancy occurs.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, to perform seasonal Work (such as landscaping) pursuant to a bond, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within ten (10) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work(or within such reasonable time thereafter, if such audit cannot be conducted within ten (10) days), the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount, if any, not in dispute.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than twenty-one (21) days after the issuance of the Architect's final Certificate for Payment or (b) Owner's representative has signed off on the completion of the Final Punchlist items and Construction Manager has submitted the Final Pay Application, whichever is earlier.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager. However, this provision is not intended to provide the Owner unjust enrichment, and, if Construction Manager incurs costs which result in enrichment to the Owner, Owner shall reimburse Construction Manager those costs with Construction Manager's fee added thereto.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

10 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for completed Preconstruction services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of Construction but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

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.3 Subtract the aggregate of previous payments made by the Owner for Construction services.

§ 13.1.6 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions requesting that Subcontractor consider assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, as described above, the Owner will reimburse or indemnify the Construction Manager for all costs to Construction Manager arising under the subcontract, purchase order or rental agreement and all costs to Construction Manager arising out of Owner's election to have the subcontracts, purchase orders or rental agreements assigned, plus Construction Manager's fee. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination plus Construction Manager's fee.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the reasonable costs and damages reasonably incurred, or reasonably expected to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Construction Manager's actual Cost of the Work expended to date of termination, cost of non-refundable/non-cancellable commitments, costs to make site safe and secure upon termination of the Work, cost of any temporary fence buyout as may be necessary to keep site secure for indefinite period of time, demobilization costs for Construction Manager and Subcontractors, any renewal fees for extended SWPPP permits, plus Construction Manager's Fee on each of the above cost categories.

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§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as modified, amended or supplemented in the A201-2017 agreed upon by the parties in the modified version of the A201 for this Project or as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole or any portion thereof without written consent of the other.other, If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract, and such assignment or purported assignment shall be void and of no force or effect.

§ 14.2.2 The Owner may, after prior written consent of the Construction Manager, , which shall not be unreasonably withheld, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment, and Owner shall reimburse Construction Manager for all reasonable costs, including attorney fees and costs, associated with any such assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000) for each occurrence and two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars ($ 2,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

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§ 14.3.1.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

This Agreement shall be governed by the laws of the State of Montana without regard to choice of law. Jurisdiction for any disputes arising out of this Agreement or the Project which is the subject of this Agreement shall be in the county in which the project is located.

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral for this Project. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement :

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraph Deleted)

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.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A	Langlas Amend Park	12/27/24	28
Exhibit B	RFP Langlas Amend Park Attachment B (Project Cost 4.4 B) Revised	1/14/25	5

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

Signed by:
William A. Cole 3/26/2025
2CA1D5A7E4E5...
OWNER *(Signature)*

William A. Cole, Mayor, City of Billings
(Printed name and title)

Signed by:
3/26/2025
CONSTRUCTION MANAGER *(Signature)*

Brad Sinclair, President
Langlas & Associates, Inc.
(Printed name and title)

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PAGE 1

AGREEMENT made as of the 3rd day of February in the year 2025

...

BETWEEN the ~~Owner:~~Owner :

...

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
406-656-0629

...

for the following ~~Project:~~Project :

...

Amend Park Recreation Campus – Courts Facility

5101 King Ave E

Billings, MT 59101

...

A&E Design, Inc.

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124 N 29th St STE 100

Billings, MT 59101
406-248-2633

TABLE OF ARTICLES

...

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION ~~PHASE~~ SERVICES

...

6 COMPENSATION FOR CONSTRUCTION ~~PHASE~~ SERVICES

...

7 COST OF THE WORK FOR CONSTRUCTION~~PHASE~~

...

11 PAYMENTS FOR CONSTRUCTION ~~PHASE~~ SERVICES

...

This project includes the design of an indoor Courts Facility on the site parcels noted in Section 1.1.2. The project will include full-size basketball courts (94'x50') that can convert to middle-school sized courts. The courts will also be striped for pickle ball, volleyball, and possibly additional sports as determined with the owner through design. The courts will be separated by divider curtains with the ability to partition areas off and run multiple events simultaneously. The courts building will also include an entry area with reception desk, concessions area, restrooms, adequate storage, and other support spaces.

The project will include the development of the site area referred to as the Amend Park Recreation Campus. This scope of work includes the site area to support the Courts Facility and Yellowstone Ice Facility (YIF) building. The site development will include the utilities, code-required parking, sidewalks, plaza, and storm water management infrastructure. The total site area developed under this contract will be prioritized to support the Courts Facility and YIF buildings only. The YIF building is being designed by another architect, but this contract will include identifying a building location and designing the surrounding site development for the YIF facility.

§ 1.1.2 The Project's physical ~~characteristics:~~characteristics :

...

Site Parcels:
Amend Park (Tract 1 of Certificate of Survey No 2783)
Lots 3A-1A, 3A-4, and 3A-5, Block 1 of Popelka Commerce Center Subdivision, Second Filing)

...

$20,000,000

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...

Per agreed upon delivery approved by the City of Billings

...

As soon as the building permit is available. Anticipated June 2025

...

To be identified in GMP Amendment at **Exhibit A .**

...

Not applicable.

...

Responsible practices to provide overall sustainable design strategies within the budget.

...

§ 1.1.7 Other Project ~~information:~~information :

PAGE 5

Kevin Iffland, Assistant City Administrator
City of Billings
PO Box 1178
Billings, MT 59103
ifflandk@billingsmt.gov

...

John Caterino, Facilities Manager
City of Billings
PO Box 1178
Billings, MT 59103
caterinoj@billingsmt.gov

...

Rimrock Engineering

...

5440 Holiday Ave

...

Billings, MT 59101

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...

Land Surveyor:

...

Sanbell
1300 N Transtech Way

...

Billings, MT 59102

PAGE 6

Dusty Eaton, CEO

A&E Design

124 North 29th Street Ste 100

Billings, MT 59101

...

Jason Hubbard , VP Eastern District

Langlas & Associates, Inc

2685 Gabel Road

Billings, MT 59102

...

Construction Manager's Preconstruction Services shall be performed as a not-to-exceed fee of fifteen thousand ($15,000.00) dollars. Construction Manager shall not be permitted any additional preconstruction services without Owner's approval and sufficient evidence of a change in the scope of the work not previously anticipated

...

The Construction Manager shall comply with Montana law in the procurement of subcontractors.

...

None

...

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's

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anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's ~~interests.~~ interests and consistent with industry standards in the location of the Project. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

...

The Owner has an agreement directly with the Architect, and Construction Manager does not. The Owner shall reasonably direct Architect to timely and properly perform the duties and responsibilities which are placed on the Architect in this

...

Agreement.

...

§ 2.3.1 For ~~the Preconstruction Phase,~~ Preconstruction, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

§ 2.3.2 For ~~the Construction Phase,~~ Construction, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

...

The Construction Manager's Preconstruction ~~Phase~~ responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction ~~Phase~~ responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for ~~the~~ Construction ~~Phase~~ to commence prior to completion of ~~the Preconstruction Phase,~~ Preconstruction, in which case, both ~~phases~~ Preconstruction and Construction will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

...

§ 3.1 Preconstruction~~Phase~~

...

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not

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warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum ~~Price.~~ Price Amendment relative to any Work. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. If Construction is to be conducted in Phases, the duties below will apply to the applicable Phase.

PAGE 8

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the ~~other.~~other, in relation to the Initial Information set forth, above.

...

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the ~~Work.~~Work for each Phase of the Work for which Owner and Construction Manager enter into an Amendment.

...

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the ~~Construction Phase.~~Construction. However, nothing in this provision is intended to place design responsibilities on the Construction Manager without Construction Manager's specific prior written consent to accept design responsibilities.

...

§ 3.1.3.3 ~~The~~ For Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall assist the Owner and Architect in establishing ~~written protocols~~ building information modeling and digital data protocols for the Project, for the development, use, transmission, ~~reliance,~~ and exchange of digital ~~data, including building information models for the Project.~~data.

...

~~When~~ For Work for which Owner and Construction Manager enter into an Amendment, when Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update ~~a Project schedule~~ the Project schedule using the critical path method for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by

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the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for ~~corrective action.~~available alternate options.

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§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction ~~Phase~~ services for the Owner's review and approval.

...

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction ~~Phase~~ responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, which shall be attached to ~~this Agreement.~~and incorporated into this Agreement if applicable.

...

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during ~~the Preconstruction Phase.~~Preconstruction.

...

~~The~~ For the Work for which Owner and Construction Manager enter into an Amendment, the Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of ~~construction.~~ construction to the extent the Construction Manager can reasonably do so. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction ~~Manager.~~ Manager and shall timely pay Construction Manager for those early procured items pursuant to Construction Manager's invoicing. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

...

The Construction Manager shall comply with reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this ~~Contract,~~ Contract and consistent with construction industry standards in the location where the Project is located, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental ~~authorities.~~ authorities in relation to the Project.

...

Insert a description of any other Preconstruction ~~Phase~~ services to be provided by the Construction Manager, or reference an exhibit attached to this document

...

(Describe any other Preconstruction ~~Phase~~ services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

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...

Includes early selection of subcontractors or suppliers through Requests for Qualifications and Proposals to if required to maintain project schedule and/or budget.

PAGE 10

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price ~~includes the costs~~ shall include an estimate of the costs reasonably expected by Construction Manager to be attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom; however, no cost attributable to such further development and in excess of $5,000 shall be deemed to be reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, or costs caused by other changes that could not be reasonably expected by Construction Manager , all of which, if required, shall be incorporated by Change Order.

...

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information ~~presented,~~ presented prior to agreeing upon the Guaranteed Maximum Price proposal, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

...

§ 3.2.7 ~~The~~ With the exception of the Construction Manager's Preconstruction fee, which shall be paid by the Owner monthly as invoiced by Construction Manager for its Preconstruction services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

...

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any ~~inconsistencies~~ inconsistencies, of which Construction Manager becomes aware, between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

PAGE 11

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet ~~effective,~~ effective (if Construction Manager is aware of such enacted, but not yet effective taxes), at the time the Guaranteed Maximum Price Amendment is executed.

...

§ 3.3 Construction~~Phase~~

...

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction ~~Phase.~~ as set forth in Exhibit A. The duties of Construction Manager apply to the Work in each Phase of the Work as identified in the Guaranteed Maximum Price Amendment or any Change Orders subsequently agreed by the parties..

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...

§ 3.3.1.2 ~~The~~ Construction ~~Phase~~ shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the ~~parties.~~ parties, or as set forth in Exhibit A. If Exhibit A sets forth commencement of Construction, that shall be the date of commencement. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

...

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information reasonably required by the Owner.

...

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the ~~work,~~ Work, accidents, injuries, and other information reasonably required by the Owner.

...

§ 4.1 Information and Services Required of the Owner

PAGE 12

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During ~~the Preconstruction Phase,~~ Preconstruction, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

§ 4.1.4.3 The Owner, when such services are ~~requested,~~ requested , shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

...

§ 4.1.5 During ~~the Construction Phase,~~ Construction, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable ~~promptness.~~ promptness and shall direct Architect to do so as well. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

PAGE 13

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for ~~the~~ Preconstruction and Construction ~~Phase~~ services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

...

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION ~~PHASE~~ SERVICES

...

§ 5.1.1 For the Construction Manager's Preconstruction ~~Phase~~ services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as ~~follows:~~follows :

...

$15,000

...

§ 5.1.2 The hourly billing rates for Preconstruction ~~Phase~~ services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

...

Project Manager	$110
Superintendent	$110
Project Engineer	$95
Assistant Project Manager	$95

...

§ 5.1.2.1 Hourly billing rates for Preconstruction ~~Phase~~ services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

...

§ 5.1.3 If ~~the~~ Preconstruction ~~Phase~~ services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction ~~Phase~~ services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid twenty five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~%~~ 10% annual interest, accruing monthly

...

ARTICLE 6 COMPENSATION FOR CONSTRUCTION ~~PHASE~~ SERVICES

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2.75%

...

The Construction Manager shall be entitled to adjustment of 2.75% overhead and profit and TBD % for general conditions in any adjustment for changes in the Work, Bond, Insurance, and General Conditions to also be included in changes and approved prior to the execution of the change.

...

10% Overhead and 5% Profit

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%) of~~ the standard rental rate paid at the place of the Project.

...

None

...

(Insert provisions for bonus, cost savings or other ~~incentives.~~ incentives , if any, that might result in a change to the Contract Sum.)

...

Other provisions, if any, will be identified in the GMP Amendment.

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract ~~Time~~ Time, Preconstruction compensation, and/or GMP Amendment as a result of changes in the Work.

...

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~Construction, and the Construction Manager and the Owner shall agree in advance in writing on any reasonable and fair adjustments to the schedule and the GMP that result from the minor change.

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION~~PHASE~~

...

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The costs described in § 7.1 through § 7.7 shall be assembled into Bid Packages and competitively bid, with the exception of Division 01, General Conditions, which shall be negotiated. The Bid Packages shall be considered a Cost of the Work and will be billed as individual lump sums and itemized individually on the Construction Manager's application for payment G702 form, and the Construction Manager's fee

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shall be added to them. The Cost of the Work shall include only the items set forth in ~~Sections 7.1 through 7.7.~~§§ 7.1 through 7.7.

...

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

...

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops.~~workshops (which approval shall not be unreasonably withheld). Rates for Construction Manager's workers shall be set forth in the GMP Amendment.

...

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site ~~and performing Work, with the Owner's prior approval.~~or the offsite office when working on the Project.

...

Project Manager, Assistant Project Manager, and Project Engineer, performing duties such as submittals, RFIs, invoicing, pay applications, document control, general communications, and other duties to efficiently and effectively manage the project.

PAGE 17

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9. These Costs of the Work, along with the total of the Bid Packages, Allowances, General Conditions, Contingencies, Insurance, Bonds and other costs, shall constitute the Guaranteed Maximum Price.

PAGE 18

§ 7.8.3 If Construction Manager requests approval from Owner on Costs of the Work and Owner does not timely respond to the request, Owner shall be responsible for all cost increases and schedule delays resulting from Owner's delay. Construction Manager may request cost approvals from the Owner via email, with delivery receipt or response email documenting that such email was received by Owner, and Owner may respond to such requests in the same manner, with delivery receipt or response email documenting that such email was received by Construction Manager.

...

.9 Costs for services incurred during ~~the PreconstructionPhase.~~Preconstruction

...

PAGE 19

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from

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suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Owner agrees to conduct this review and express any objection timely, recognizing that Subcontractors and/or suppliers may not hold their bids valid for more than a few days. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

...

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. Any such audit shall be requested within ten (10) days of Construction Manager's submittal of its final payment application. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The Construction Manager's agreement to be audited shall not be construed as a waiver of the requirements of the MT Prompt Pay Act.

...

ARTICLE 11 PAYMENTS FOR CONSTRUCTION ~~PHASE SERVICES~~SERVICES***

...

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. Owner may not withhold any part of the payment due pursuant to the Application for Payment, unless the Owner has provided to Construction Manager its written objection, consistent with MT's Prompt Pay Act, to the amount within twenty-one (21) days following the date of the Application for Payment.

...

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.

...

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the ' 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty(30) days after the Architect receives the Application for Payment.

...

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other~~ reasonable evidence required by the Owner or Architect to demonstrate that ~~payments~~ cash disbursements already made by the Construction Manager on account of the Cost of ~~the~~ Work equal or exceed progress payments already received by the Construction Manager,

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~~plus payrolls~~ less that portion of those payments attributable to the Construction Manager's Fee, plus costs and Construction Manager's fee for the period covered by the present Application for ~~Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.~~

PAGE 20

Payment.

...

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably and timely require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

...

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201–2017;~~A201–2017 (but only if the Owner timely provided written objection to the portion of the payment withheld);

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017;~~A201–2017, but only upon timely written notice of objection by Owner to Construction Manager;

PAGE 21

Five Percent (5%)

...

N/A

...

Construction Manager is entitled to an initial release of the retainage withheld by the Owner at such time the parties confirm 50% of the work has been completed and no outstanding payments withholdings or other disputes as the completed Work exists. Such release does not impact Owner's right to withhold retainage during completion of the remaining 50% of the Work.

...

N/A

...

§ 11.1.11 ~~The Owner and the Construction Manager shall agree upon a mutually~~ Construction Manager shall determine and be responsible for an acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts ~~in accordance with those agreements.~~ accordingly.

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11.1.13 The Construction Manager does not accept direct wire transfers/payments to its accounts. If the Construction Manager agrees in writing to accept wire transfers/payments, a third-party wire vendor, such as Bill.com, would need to be used for wires and agreed upon in advance in writing by Construction Manager. Once a method of payment has been established on the Project, it may only be modified in writing by Construction Manager's President or Vice President provided by certified mail to Owner. Any other alleged direction or request to modify the payment arrangement must be brought to Construction Manager's immediate written attention, copied to Catherine Bergman, Langlas & Associates, Inc., 2685 Gabel Rd., Billings, MT 59102.

...

§ 11.1.14 Substantial Completion

...

§ 11.1.14.1 Substantial Completion shall be as defined in AIA Document A201-2017 General Conditions, Article 8.1.3.

...

§ 11.1.14.2 When the Construction Manager considers that the Work on a Phase is substantially complete, the Construction Manager shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment ("the Draft Punchlist"). Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

...

§ 11.1.14.3 Within five (5) days after Construction Manager submits the Draft Punchlist (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days), the Architect and Owner may inspect the Work and may provide to Construction Manager their reasonable changes to the Draft Punchlist. Upon the Owner's and/or Architect's submission of their reasonable changes to the Construction Manager's Draft Punchlist, those reasonable changes shall be made to the Draft Punchlist, and the Draft Punchlist shall become the Final Punchlist. There shall be **only one** Final Punchlist. The Architect shall promptly issue the Certificate of Substantial Completion after the Final Punchlist is established. The Certificate of Substantial Completion for each Phase of Work shall establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance related to that Work, and it shall fix the time within which the Construction Manager shall complete all items on that Final Punchlist. Warranties required by the Contract Documents or by law for each Phase of Work shall commence on the date of Substantial Completion of the Work.

...

§ 11.1.14.4 Upon receipt of the Construction Manager's Draft Punch List, the Architect will inspect the Work to determine whether the Work is substantially complete within five (5) days (or within such reasonable time thereafter, if reasonable changes cannot be provided within five (5) days). When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will promptly notify the Owner and the Construction Manager in writing and the Construction Manager shall issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. If Architect does not timely make this inspection and timely communicate regarding the substantial completion, the Work shall be deemed to be substantially complete 5 days after the Construction Manager submits the Draft Punch List.

...

§ 11.1.14.5 The Certificate of Substantial Completion shall be submitted to the Owner, and the Owner and the Construction Manager shall provide their written acceptance of responsibilities assigned to them in the Certificate, which acceptance shall not be unreasonably withheld. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Phase of Work. Such payment shall be adjusted for Work that is incomplete or not completed in accordance with the requirements of the Contract Documents. Occupancy

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may not occur until these steps have been taken. If occupancy occurs before these steps are taken, the Work shall automatically be deemed substantially complete as of the date occupancy occurs.

...

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, to perform seasonal Work (such as landscaping) pursuant to a bond, and to satisfy other requirements, if any, which extend beyond final payment;

...

§ 11.2.2 Within ~~30~~ ten (10) days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the ~~Work,~~ Work(or within such reasonable time thereafter, if such audit cannot be conducted within ten (10) days), the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the ~~amount certified in the Architect's final Certificate for Payment.~~amount, if any, not in dispute.

...

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than ~~30~~ twenty-one (21) days after the issuance of the Architect's final Certificate for ~~Payment, or as follows:~~Payment or (b) Owner's representative has signed off on the completion of the Final Punchlist items and Construction Manager has submitted the Final Pay Application, whichever is earlier.

...

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager. However, this provision is not intended to provide the Owner unjust enrichment, and, if Construction Manager incurs costs which result in enrichment to the Owner, Owner shall reimburse Construction Manager those costs with Construction Manager's fee added thereto.

...

10 % per annum

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to

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the Construction Manager's Preconstruction ~~Phase~~ services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

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N/A

...

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

...

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for completed Preconstruction ~~Phase~~ services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

...

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction ~~Phase~~ services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

...

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of ~~the~~ Construction ~~Phase~~ but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

PAGE 25

.3 Subtract the aggregate of previous payments made by the Owner for Construction ~~Phase~~ services.

...

§ 13.1.6 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1.~~ To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental ~~agreements),~~ agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions ~~allowing for~~ requesting that Subcontractor consider assignment to the Owner as described above.

...

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§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, as described above, the Owner will reimburse or indemnify the Construction Manager for all costs to Construction Manager arising under the subcontract, purchase order or rental ~~agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated.~~ agreement and all costs to Construction Manager arising out of Owner's election to have the subcontracts, purchase orders or rental agreements assigned, plus Construction Manager's fee. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such ~~termination.~~termination plus Construction Manager's fee.

...

.4 Subtract the reasonable costs and damages reasonably incurred, or reasonably expected to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

...

§ 13.2.2.2 ~~The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1.~~ To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental ~~agreements),~~ agreements) and each such Subcontractor and/or supplier agrees in writing in advance to such an assignment, the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

...

Construction Manager's actual Cost of the Work expended to date of termination, cost of non-refundable/non-cancellable commitments, costs to make site safe and secure upon termination of the Work, cost of any temporary fence buyout as may be necessary to keep site secure for indefinite period of time, demobilization costs for Construction Manager and Subcontractors, any renewal fees for extended SWPPP permits, plus Construction Manager's Fee on each of the above cost categories.

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§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as modified, amended or supplemented in the A201-2017 agreed upon by the parties in the modified version of the A201 for this Project or as amended or supplemented by other provisions of the Contract Documents.

...

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole or any portion thereof without written consent of the ~~other.~~ other.other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the ~~Contract.~~Contract, and such assignment or purported assignment shall be void and of no force or effect.

...

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§ 14.2.2 The Owner may, ~~without~~ after prior written consent of the Construction Manager, , which shall not be unreasonably withheld, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment, and Owner shall reimburse Construction Manager for all reasonable costs, including attorney fees and costs, associated with any such assignment.

...

§ 14.3 Insurance and Bonds

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000) for each occurrence and two million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than one million dollars ($ 1,000,000.00) each accident, one million dollars ($ 1,000,000.00) each employee, and one million dollars ($ 1,000,000.00) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars ($ 2,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

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§ 14.3.1.6 Other Insurance

...

§ 14.3.2 Construction~~Phase~~

...

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

...

(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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...

This Agreement shall be governed by the laws of the State of Montana without regard to choice of law. Jurisdiction for any disputes arising out of this Agreement or the Project which is the subject of this Agreement shall be in the county in which the project is located.

...

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or ~~oral.~~ oral for this Project. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

...

§ 15.2 The following documents comprise the ~~Agreement:~~Agreement :

...

~~.5 Building Information Modeling Exhibit, if completed:~~

...

:

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Exhibit A Exhibit B	Langlas Amend Park RFP Langlas Amend Park Attachment B (Project Cost 4.4 B) Revised	12/27/24 1/14/25	28 5

Signed by:
William A. Cole
2CA11D5423334EE...

William A. Cole, Mayor, City of Billings 3/26/2025

Signed by:
EF84C21A8C3C4F5...

Brad Sinclair, President
Langlas & Associates, Inc. 3/26/2025

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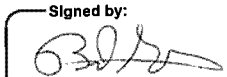
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brad Sinclair, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:50:02 MT on 02/28/2025 under Order No. 2114476955 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Signed by:



EF84C21A8C3C4F5...

(Signed)

President - Eastern Division

(Title)

3/26/2025

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT :
(Name and location or address)

Amend Park Recreation Campus – Courts Facility
5101 King Ave E
Billings, MT 59101

THE OWNER :
(Name, legal status and address)

City of Billings
210 North 27th St
Billings, MT 59101

THE ARCHITECT:
(Name, legal status and address)

A&E Design
124 N 29th St STE 100
Billings, MT 59101
406-248-2633

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Contractor shall, however, be entitled to performance and enforcement of obligations under the Owner's contract with Architect intended to facilitate performance of the Contractor's duties. Likewise, the Architect shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

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one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. Owner shall ensure Architect and Architect's consultants acknowledge and agree with this section and the previous Section 1.5.1.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing and shall be deemed to have been duly served if served on the party's designated representative as set forth herein (if service is during the performance of this Agreement) or (if service is after performance of this Agreement) on the party's registered agent or on the individual (if the party is an individual). Acceptable delivery methods are: (a) by registered or certified mail, (b) by courier service providing proof of delivery, or (c) by email provided that (1) the email results in both a delivery receipt and a read receipt or (2) the recipient of the email sends a written reply explicitly acknowledging receipt of the email notice.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative as identified in this Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is reasonably stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Owner's Reasonable Expectations

Owner recognizes the significant challenges of labor and material markets at the time of this Project and agrees to be reasonable in its expectations if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

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express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The authorized representative for Contractor for this Project is the Project Manager.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor, unless the Architect's delay in performing its responsibilities creates a hardship to Contractor's performance, in which case fair and equitable adjustments to the Project Schedule and Contract Sum shall be made.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated its observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any reasonably apparent conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require.

(Paragraph Deleted)

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the skill and attention required in the industry at the location of the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, though the Owner acknowledges that Contractor may delegate some of the Work to Subcontractors upon approval by Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed by Contractor or Subcontractors to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor responsibilities in this Section do not include utility service fees or connection work for electrical, gas, and communication services on the Project.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents and within the scope of Contractor's Work shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Owner shall secure and pay for all plan review fees, system development charges and the building permit. The Contractor and its Subcontractors shall secure and shall pay for the mechanical, electrical, plumbing, and all other trade permits required for the performance of the Work. These trade permits shall be included in the Guaranteed Maximum
Price.

§ 3.7.2 The Contractor shall comply with and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities reasonably applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. Owner recognizes that suppliers and Subcontractors are not holding their proposals or bids for any extended period of time and many expire within 48 hours, so Owner's selections may need to be made quickly.

§ 3.9 Superintendent
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. Contractor's Project Manager shall represent the Contractor, and communications between the Owner and Contractor must be with the Project Manager, not the superintendent. Notices to Contractor must be provided as required in the Contract Documents.

§ 3.9.2 The Contractor, as soon as practicable execution and incorporation of a GMP Amendment into the Contract Documents, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Documents, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work included in the GMP Amendment. The schedule shall contain detail appropriate for the Work included in the GMP Amendment, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Document, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule for the Work included in the GMP Amendment, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals, unless the failure to provide submittals in accordance with the approved submittal schedule was for a reason out of Contractor's control. Owner acknowledges the challenges in the materials and labor markets and agrees to be fair and reasonable in administering the requirements of this provision.

§ 3.10.3 The Contractor shall perform the Work included in the GMP Amendment in general accordance with the most recent schedule submitted for that Work to the Owner and Architect. The parties agree to timely execute a Change Order accepting schedule adjustments mutually agreed upon by the parties.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Contractor shall be entitled to a Contract Time adjustment if Architect does not timely review and respond to submittals.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably and timely specified by the Architect.

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§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. This provision shall be reciprocal to Contractor, and Owner shall ensure this reciprocity with its Separate Contractors.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located, but only if it is safe to do so. Notwithstanding the foregoing, except in those locations and circumstances where access in unsafe or prohibited by other applicable laws or requirements, Contractor shall ensure Owner and Architect have reasonable access to the property and the Project at all times.

§ 3.17 Royalties, Patents and Copyrights

The Owner shall pay all royalties and license fees. If an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall promptly inform the Owner and Architect of the infringement.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Additionally, to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and Contractor's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Owner's, Owner's design team (including but not limited to Architect and Owner's engineers), and/or Owner's Separate Contractors' performance or lack of performance under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Owner, Owner's design team (including but not limited to Architect and Owner's engineers), any one or more of Owner's Separate Contractors, and/or an agent or employee of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. If Architect's authority is amended, Owner shall timely inform Contractor.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will timely review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will timely prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will timely conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will timely interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will timely review and timely respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will timely prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of Contract and upon execution and incorporation of a a GMP Amendment nto the Contract Document, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work involved in that GMP Amendment, including those who are to furnish materials or equipment fabricated to a special design. Within seven (7) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assignable by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. This provision shall be reciprocal to Contractor, and Owner shall be responsible for ensuring its reciprocity with Owner's Separate Contractor(s).

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12. Owner shall be responsible for ensuring this reciprocity of obligations and rights with its Separate Contractors.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Unless otherwise agreed by the parties, Owner and Contractor shall meet at least once monthly to discuss and address the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work from the prior month. Owner and Contractor may discuss and agree on the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work via email; however, no changes shall be binding upon the parties until expressly memorialized in a Change order or Construction Change Directive executed by the Owner and the Contractor. Any delay in the Contract Time or increase in the cost of the Work caused expressly by Owner not timely (within fourteen (14) days of presentment by Contractor) executing a Change Order shall be the responsibility of the Owner, and a modification to the Contract Time and Contract Sum shall be effectuated. If fourteen (14) days have elapsed after a proposed Change Order, a Construction Change Directive or a minor change in the Work has been presented by one party to the other and no Change Order has been executed on that proposed Change Order, Construction Change Directive or minor change in the Work, then such Change Order shall be considered void and of no force or effect.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being timely adjusted fairly, equitably and accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order, but subject to **§ 7.1.3, above**.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods with Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance added to it:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may timely and reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;

.5 Costs of supervision and field office personnel directly attributable to the change; and

.6 Contractor's 2.75% fee , and .55% for Performance and Payment Bond, and .75% for Insurance for Change Orders.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. If Contractor is required to begin Work on under a Construction Change Directive, then Contractor shall proceed on a time and materials plus fee basis (until a Change Order is signed) and shall be entitled to bill and be paid monthly for such Work.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment as set forth in **§ 7.3.6, above**. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect or Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion shall be defined as the date Contractor receives a Temporary Certificate of Occupancy, Certificate of Occupancy, or the stage in the progress of the Work that is sufficient for the Owner to occupy the project for its intended use, along with Architect certification of the same, whichever occurs first. The Contractor shall communicate the date of Substantial Completion to the Owner and Architect in writing, and the Architect shall certify this date in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, however, Owner is aware of the challenges in the labor and material markets at the time of this Contract and during the performance of the Work, and Owner agrees to be reasonable and fair in working with Contractor if those challenges ultimately present obstacles (outside of Contractor's control) to timely achieving Substantial Completion But only if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee 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 Section 15.1.6.2, or other causes (including but not limited to a pandemic such as Covid) beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The Contractor shall provide prompt written notice to the Owner setting forth in detail the cause of the delay and the currently anticipated length of the delay with appropriate updates communicated timely to the Owner. If the Owner agrees to extend the Contract Time or increase the Contract Sum, the parties will execute a Change Order. Owner agrees to be reasonable, fair and equitable in addressing delays and cost increases resulting from a cause or causes beyond the Contractor's control, and Contractor agrees to use its reasonable and diligent efforts to avoid delays and cost increases. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time. or excuse a failure of performance by Contractor under the Contract Documents unless expressly addressed in a Change Order.

§ 8.3.2 Claims relating to time and increases to the Cost of the Work shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. With each Application for Payment, Contractor will provide a conditional lien waiver and release for payments due to the Contractor and any applicable Subcontractor in that Application for Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1 and pursuant to Montana's Prompt Payment Act; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1 and pursuant to Montana's Prompt Payment Act.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner and pursuant to Montana's Prompt Payment Act, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1 and pursuant to Montana's Prompt Payment Act. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and pursuant to Montana's Prompt Payment Act, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has timely fulfilled its payment obligations under the Contract Documents and Montana's Prompt Payment Act, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. However, this provision only applies if Owner gives Contractor prompt notice of the claim, action, lawsuit, proceeding or lien. As soon as reasonably practicable upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor in writing and provide Contractor with the information Owner has related to the lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor as required by Montana's Prompt Payment Act or within seven days after the date established in the Contract Documents, whichever is earlier, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion shall be as defined in § 8.1.3.

§ 9.8.2 Substantial Completion shall be accomplished pursuant to § 11.1.14 of the A133.

§ 9.8.3

When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. At Substantial Completion and upon consent of surety if any, the Owner shall promptly make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Punch List Work has been completed and is ready for final inspection, the Architect will promptly make such inspection. When the Architect finds the Punch List Work has been completed, the Work shall be deemed to have reached Final Completion, and the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Contractor shall then timely submit its final Application for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner the final Application for Payment with Contractor's conditional lien releases and waivers, along with any other documentation reasonably requested by Owner. Upon Owner's payment to Contractor on the final Application for Payment, Contractor will promptly provide Owner with the unconditional lien releases and waivers associated with that payment.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Owner recognizes that Contractor may delegate Work to Subcontractors. As between Owner and Contractor, however, Contractor shall remain responsible for safety on the Project, but Owner is not requiring Contractor to control Subcontractors means and methods. Additionally, Owner recognizes that, between Owner and Contractor, Owner is responsible for the safety obligations of its own forces and Separate Contractors.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the

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extent such damage or loss is not attributable to acts or omissions of Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. If the damage and/or loss was caused in whole or in part by the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, Contractor shall be promptly reimbursed by Owner on a time and materials basis for the cost of such remedial Work, plus a Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance. **The foregoing obligations of the Contractor and Owner are in addition to their respective obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs related to the shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required and if required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Owner shall purchase and maintain liability insurance for the Project. If requested by Contractor, Owner shall provide to Contractor copies of all relevant policies. Owner shall timely purchase (prior to the commencement of Construction) and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis subject to self-insurance retention and deductibles. Owner shall be responsible for deductible amounts related to claims made. Owner's property insurance coverage shall be no less than the amount of the initial Guaranteed Maximum Price, plus the value of subsequent amendment modifications. Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include the interests of Owner, Contractor, the Subcontractors, and Sub-subcontractors on the Project as insureds. Owner

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shall be responsible for all property losses to the Work not paid by the insurance outlined herein due to a self-insurance retention and/or a deductible.

§ 11.2.2 Failure to Purchase Required Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within one (1) business day of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, Subcontractors, and Sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Within ten (10) days of Contractor's request to Owner, Owner shall make a claim with the appropriate insurer in Owner's role as fiduciary for the insureds.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have twenty-one (21) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including reasonably necessary additional testing and inspections, the cost of uncovering and replacement, and reasonable compensation for the Architect's services and expenses made necessary thereby (if any), shall be at the Contractor's expense. The cost of any remedy or portion thereof that is necessitated by the actions or inactions of someone other than the Contractor, its Subcontractor, or anyone directly employed by either of them, shall be added to the Contract Sum by way of Change Order, and the Contract Time shall be adjusted by Change Order.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work , provided the value of any such Work first performed after Substantial Completion exceeds $5,000.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 with extended discovery allowed as agreed upon by the arbitrator(s).

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract, and such assignment or purported assignment shall be void and of no force or effect.

§ 13.2.2 The Owner may, with prior written consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. Contractor shall not unreasonably withhold consent if lender will not change the terms of this Agreement. If Contractor approves of the assignment in writing, the Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by reasonably applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all reasonable costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's reasonable and necessary services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped for a substantial period of time;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2;
- .5 The Owner or an agent (e.g. Architect) or employee of the Owner has failed to fulfill Owner's obligations under the Contract Documents with respect to matters critical to the progress of the Work; or
- .6 The Owner has failed to operate in good faith with Contractor.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner, Owner's own forces, and/or

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Owner's Separate Contractor(s) as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ninety (90) days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, plus Contractor's fee, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination (including costs for terminating subcontracts and materials/supplies agreements, demobilization costs, costs necessary to protect Work completed to date), plus Contractor's fee.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards reasonably applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including reasonable and necessary compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner after Owner's provision of documentation substantiating the cost and difference. Contractor may dispute Owner's termination and the alleged costs. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit and Contractor's fee. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions reasonable and necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and other costs and fees set forth in §14.1.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Contractor shall have the right to stop work for any unresolved Claim greater than or equal to $100,000 in value, until such time as final resolution is achieved.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If material adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon

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receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by an experienced mediator licensed to practice law in the state of Montana and who has significant experience in Montana in mediation, construction law, and contract law. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. However, litigation related to prosecuting a construction lien may not be stayed. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall allow for expanded discovery, including depositions, as the arbitrator(s) recommend. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing,

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delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
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PAGE 1

for the following ~~PROJECT:~~PROJECT :

...

Amend Park Recreation Campus – Courts Facility

...

5101 King Ave E

...

Billings, MT 59101

...

THE ~~OWNER:~~OWNER :

...

City of Billings
210 North 27th St
Billings, MT 59101

...

A&E Design
124 N 29th St STE 100
Billings, MT 59101
406-248-2633

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ARTICLE 1 GENERAL PROVISIONS

...

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The ~~Architect shall, however,~~ Contractor shall, however, be entitled to performance and enforcement of obligations under the Owner's contract with Architect intended to facilitate performance of the Contractor's duties. Likewise, the Architect shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

PAGE 11

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.
Owner shall ensure Architect and Architect's consultants acknowledge and agree with this section and the previous Section 1.5.1.

...

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing ~~to the designated representative of the party to whom the notice is addressed~~ and shall be deemed to have been duly served if ~~delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~served on the party's designated representative as set forth herein (if service is during the performance of this Agreement) or (if service is after performance of this Agreement) on the party's registered agent or on the individual (if the party is an individual). Acceptable delivery methods are: (a) by registered or certified mail, (b) by courier service providing proof of delivery, or (c) by email provided that (1) the email results in both a delivery receipt and a read receipt or (2) the recipient of the email sends a written reply explicitly acknowledging receipt of the email notice.

...

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered ~~mail,~~ mail or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

...

§ 1.8 Building Information Models Use and Reliance

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative as identified in this Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

...

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is reasonably stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 2.6 Owner's Reasonable Expectations

...

Owner recognizes the significant challenges of labor and material markets at the time of this Project and agrees to be reasonable in its expectations if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

PAGE 14

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
The authorized representative for Contractor for this Project is the Project Manager.

...

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the ~~Contractor.~~Contractor, unless the Architect's delay in performing its responsibilities creates a hardship to Contractor's performance, in which case fair and equitable adjustments to the Project Schedule and Contract Sum shall be made.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated ~~personal~~ its observations with requirements of the Contract Documents.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any reasonably apparent conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

...

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require.

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~~§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~

...

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

...

§ 3.3.1 The Contractor shall supervise and direct the Work, using the ~~Contractor's best skill and attention.~~ skill and attention required in the industry at the location of the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract.~~ Contract, though the Owner acknowledges that Contractor may delegate some of the Work to Subcontractors upon approval by Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

PAGE 15

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed by Contractor or Subcontractors to determine that such portions are in proper condition to receive subsequent Work.

...

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
The Contractor responsibilities in this Section do not include utility service fees or connection work for electrical, gas, and communication services on the Project.

...

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents and within the scope of Contractor's Work shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

...

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§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.~~The Owner shall secure and pay for all plan review fees, system development charges and the building permit. The Contractor and its Subcontractors shall secure and shall pay for the mechanical, electrical, plumbing, and all other trade permits required for the performance of the Work. These trade permits shall be included in the

...

Guaranteed Maximum

...

Price.

...

§ 3.7.2 The Contractor shall comply with and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities reasonably applicable to performance of the Work.

PAGE 16

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. Owner recognizes that suppliers and Subcontractors are not holding their proposals or bids for any extended period of time and many expire within 48 hours, so Owner's selections may need to be made quickly.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. ~~The superintendent~~ Contractor's Project Manager shall represent the Contractor, and communications ~~given to the superintendent shall be as binding as if given to the Contractor.~~between the Owner and Contractor must be with the Project Manager, not the superintendent. Notices to Contractor must be provided as required in the Contract Documents.

...

§ 3.9.2 The Contractor, as soon as practicable ~~after award of the Contract,~~ execution and incorporation of a GMP Amendment into the Contract Documents, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

PAGE 17

§ 3.10.1 The Contractor, promptly after being awarded the ~~Contract,~~ Contract and upon execution and incorporation of a GMP Amendment into the Contract Documents, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the ~~Work.~~ Work included in the GMP Amendment. The schedule shall contain detail appropriate for the ~~Project,~~ Work included in the GMP Amendment, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Document, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction ~~schedule,~~ schedule for the Work included in the GMP Amendment, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of ~~submittals.~~submittals, unless the failure to provide submittals in accordance with the approved submittal schedule w as for a reason out of Contractor's control. Owner acknowledges the challenges in the materials and labor markets a nd agrees to be fair and reasonable in administering the requirements of this provision.

...

§ 3.10.3 The Contractor shall perform the Work included in the GMP Amendment in general accordance with the most recent ~~schedules submitted to the Owner and Architect.~~ schedule submitted for that Work to the Owner and Architect. The parties agr ee to timely execute a Change Order accepting schedule adjustments mutually agreed upon by the parties.

PAGE 18

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Contractor shall be entitled to a Contract Time adjustment if Architect does not timely review and respond to submit tals.

...

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably and timely specified by the Architect.

PAGE 19

The Contractor shall confine operations at the site to areas permitted by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. This provision shall be reciprocal to Contractor, and Owner shall ensure this reciprocity with its Separate Contractor s.

...

The Contractor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever

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~~located.~~located, but only if it is safe to do so. Notwithstanding the foregoing, except in those locations and circumstances where access in unsafe or prohibited by other applicable laws or requirements, Contractor shall ensure Owner and Architect have reasonable access to the property and the Project at all times.

...

The ~~Contractor~~ Owner shall pay all royalties and license fees. ~~The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if~~ If an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall ~~be responsible for the loss unless the information is promptly furnished to the Architect.~~promptly inform the Owner and Architect of the infringement.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants, and agents and employees of any of them~~ Owner and Owner's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be ~~liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.~~ liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
Additionally, to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and Contractor's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Owner's, Owner's design team (including but not limited to Architect and Owner's engineers), and/or Owner's Separate Contractors' performance or lack of performance under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Owner, Owner's design team (including but not limited to Architect and Owner's engineers), any one or more of Owner's Separate Contractors, and/or an agent or employee of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist.

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ARTICLE 4 ARCHITECT

...

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the
Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

...

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect.
Consent shall not be unreasonably withheld.
If Architect's authority is amended, Owner shall timely inform Contractor.

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§ 4.2.7 The Architect will timely review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 4.2.8 The Architect will timely prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.9 The Architect will timely conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

...

§ 4.2.11 The Architect will timely interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

...

§ 4.2.14 The Architect will timely review and timely respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will timely prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of ~~the Contract,~~
Contract and upon execution and incorporation of a a GMP Amendment nto the Contract Document, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the ~~Work,~~
Work involved in that GMP Amendment, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14~~ seven (7) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14-day~~ 7-day period shall constitute notice of no reasonable objection.

...

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§ 5.4.1 Each subcontract agreement for a portion of the Work is ~~assigned~~ assignable by the Contractor to the Owner, provided that

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§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
This provision shall be reciprocal to Contractor, and Owner shall be responsible for ensuring its reciprocity with Owner's Separate Contractor(s).

...

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.
Owner shall be responsible for ensuring this reciprocity of obligations and rights with its Separate Contractors.

PAGE 24

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
Unless otherwise agreed by the parties, Owner and Contractor shall meet at least once monthly to discuss and address the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work from the prior month. Owner and Contractor may discuss and agree on the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work via email; however, no changes shall be binding upon the parties until expressly memorialized in a Change order or Construction Change Directive executed by the Owner and the Contractor. Any delay in the Contract Time or increase in the cost of the Work caused expressly by Owner not timely (within fourteen (14) days of presentment by Contractor) executing a Change Order shall be the responsibility of the Owner, and a modification to the Contract Time and Contract Sum shall be effectuated. If fourteen (14) days have elapsed after a proposed Change Order, a Construction Change Directive or a minor change in the Work has been presented by one party to the other and no Change Order has been executed on that proposed Change Order, Construction Change Directive or minor change in the Work, then such Change Order shall be considered void and of no force or effect.

...

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being timely adjusted fairly, equitably and accordingly.

...

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change ~~Order.~~Order, but subject to **§ 7.1.3, above.**

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...

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following
~~methods:~~methods with Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance added to it:

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may timely and reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;~~and~~

...

.5 Costs of supervision and field office personnel directly attributable to the ~~change.~~change; and

...

.6 Contractor's 2.75% fee , and .55% for Performance and Payment Bond, and .75% for Insurance for Change Orders.

...

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

...

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
If Contractor is required to begin Work on under a Construction Change Directive, then Contractor shall proceed on a time and materials plus fee basis (until a Change Order is signed) and shall be entitled to bill and be paid monthly for such Work.

...

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for ~~Payment.~~ Payment as set forth in **§ 7.3.6, above.** The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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...

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect or Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

PAGE 26

§ 8.1.3 The date of Substantial Completion ~~is the date certified by the Architect~~ shall be defined as the date Contractor receives a Temporary Certificate of Occupancy, Certificate of Occupancy, or the stage in the progress of the Work that is sufficient for the Owner to occupy the project for its intended use, along with Architect certification of the same, whichever occurs first. The Contractor shall communicate the date of Substantial Completion to the Owner and Architect in writing, and the Architect shall certify this date in accordance with Section 9.8.

...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract
~~Time.~~Time, however, Owner is aware of the challenges in the labor and material markets at the time of this Contract and during the performance of the Work, and Owner agrees to be reasonable and fair in working with Contractor if those challenges ultimately present obstacles (outside of Contractor's control) to timely achieving Substantial Completion But only if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee 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 Section 15.1.6.2, or other causes
(including but not limited to a pandemic such as Covid) beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
The Contractor shall provide prompt written notice to the Owner setting forth in detail the cause of the delay and the currently anticipated length of the delay with appropriate updates communicated timely to the Owner. If the Owner agrees to extend the Contract Time or increase the Contract Sum, the parties will execute a Change Order. Owner agrees to be reasonable, fair and equitable in addressing delays and cost increases resulting from a cause or causes beyond the Contractor's control, and Contractor agrees to use its reasonable and diligent efforts to avoid delays and cost increases. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents unless expressly addressed in a Change Order.

...

§ 8.3.2 Claims relating to time and increases to the Cost of the Work shall be made in accordance with applicable provisions of Article 15.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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With each Application for Payment, Contractor will provide a conditional lien waiver and release for payments due t o the Contractor and any applicable Subcontractor in that Application for Payment.

PAGE 28

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section ~~9.5.1;~~ 9.5.1 and pursuant to Montana's Prompt Payment Act; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section ~~9.5.1.~~ 9.5.1 and pursuant to Montana's Prompt Payment Act.

...

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the ~~Owner,~~ Owner and pursuant to Montana's Prompt Payment Act, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section ~~9.4.1.~~ 9.4.1 and pursuant to Montana's Prompt Payment Act. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

PAGE 29

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents,~~
Documents and pursuant to Montana's Prompt Payment Act, and shall so notify the Architect.

...

§ 9.6.8 Provided the Owner has timely fulfilled its payment obligations under the Contract ~~Documents,~~
Documents and Montana's Prompt Payment Act, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. ~~Upon~~
However, this provision only applies if Owner gives Contractor prompt notice of the claim, action, lawsuit, proceedi ng or lien. As soon as reasonably practicable upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the ~~Contractor.~~
Contractor in writing and provide Contractor with the information Owner has related to the lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor
as required by Montana's Prompt Payment Act or within seven days after the date established in the Contract Documents, whichever is earlier, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.1 Substantial Completion ~~is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.~~shall be as defined in § 8.1.3.

...

§ 9.8.2 ~~When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~Substantial Completion shall be accomplished pursuant to § 11.1.14 of the A133.

...

§ 9.8.3 ~~Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.~~

...

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ ~~9.8.5~~ 9.8.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and~~ At Substantial Completion and upon consent of surety if any, the Owner shall promptly make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

...

§ 9.10.1 Upon receipt of the Contractor's notice that the ~~Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment,~~
Punch List Work has been completed and is ready for final inspection, the Architect will promptly make such inspection. When the Architect finds the ~~Work acceptable under the Contract Documents and the Contract fully performed,~~
Punch List Work has been completed, the Work shall be deemed to have reached Final Completion, and the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Contractor shall then timely submit its final Application for Payment.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect ~~(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~ and Owner the final Application for Payment with Contractor's conditional lien releases and waivers, along wit h any other documentation reasonably requested by Owner. Upon Owner's payment to Contractor on the final Appli cation for Payment, Contractor will promptly provide Owner with the unconditional lien releases and waivers associ ated with that payment.

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
Owner recognizes that Contractor may delegate Work to Subcontractors. As between Owner and Contractor, howev er, Contractor shall remain responsible for safety on the Project, but Owner is not requiring Contractor to control Su bcontractors means and methods. Additionally, Owner recognizes that, between Owner and Contractor, Owner is res ponsible for the safety obligations of its own forces and Separate Contractors.

...

§ 10.2.2 The Contractor shall comply with, and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

PAGE 32

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is not attributable to acts or omissions of Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be li able. If the damage and/or loss was caused in whole or in part by the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, ~~and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's~~
Contractor shall be promptly reimbursed by Owner on a time and materials basis for the cost of such remedial Work, plus a Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance. **The foreg oing obligations of the Contractor and Owner are in addition to their respective obligations under Section 3.18.

...

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs ~~of~~ related to the shutdown, delay, and start-up.

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ARTICLE 11 INSURANCE AND BONDS

...

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required and if required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
-Owner shall purchase and maintain liability insurance for the Project. If requested by Contractor, Owner shall provide to Contractor copies of all relevant policies. Owner shall timely purchase (prior to the commencement of Construction) and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis subject to self-
insurance retention and deductibles. Owner shall be responsible for deductible amounts related to claims made. Owner's property insurance coverage shall be no less than the amount of the initial Guaranteed Maximum Price, plus the value of subsequent amendment modifications. Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include the interests of Owner, Contractor, the Subcontractors, and Sub-
subcontractors on the Project as insureds. Owner shall be responsible for all property losses to the Work not paid by the insurance outlined herein due to a self-insurance retention and/or a deductible.

...

§ 11.2.2 Failure to Purchase Required ~~Property~~ Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change

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Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

...

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within ~~three (3) business days~~ one (1) business day of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

...

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, ~~subcontractors, and sub-subcontractors.~~ Subcontractors, and Sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Within ten (10) days of Contractor's request to Owner, Owner shall make a claim with the appropriate insurer in Owner's role as fiduciary for the insureds.

...

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14~~ twenty-one (21) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be

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resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

...

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including reasonably necessary additional testing and inspections, the cost of uncovering and replacement, and reasonable compensation for the Architect's services and expenses made necessary ~~thereby,~~ thereby (if any), shall be at the Contractor's expense.
The cost of any remedy or portion thereof that is necessitated by the actions or inactions of someone other than the C ontractor, its Subcontractor, or anyone directly employed by either of them, shall be added to the Contract Sum by w ay of Change Order, and the Contract Time shall be adjusted by Change Order.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the
~~Work.~~Work , provided the value of any such Work first performed after Substantial Completion exceeds $5,000.

...

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be ~~effected~~ affected whether or not final payment has been made.

...

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section ~~15.4.~~15.4 with extended discovery allowed as agreed upon by the arbitrator(s).

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the
~~Contract.~~Contract, and such assignment or purported assignment shall be void and of no force or effect.

...

§ 13.2.2 The Owner may, ~~without~~ with prior written consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. ~~The~~
Contractor shall not unreasonably withhold consent if lender will not change the terms of this Agreement. If Contrac tor approves of the assignment in writing, the Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by reasonably applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate

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public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all reasonable costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's reasonable and necessary services and expenses, shall be at the Contractor's expense.

...

.2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped;~~stopped for a substantial period of time;

...

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;~~or~~

...

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section ~~2.2.~~2.2;

...

.5 The Owner or an agent (e.g. Architect) or employee of the Owner has failed to fulfill Owner's obligation s under the Contract Documents with respect to matters critical to the progress of the Work; or

...

.6 The Owner has failed to operate in good faith with Contractor.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the ~~Owner~~ Owner, Owner's own forces, and/or Owner's Separate Contractor(s) as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ~~120~~ ninety (90) days in any 365-day period, whichever is less.

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, plus Contractor's fee, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such ~~termination.~~termination (including costs for terminating subcontracts and materials/supplies agreements, demobilizat ion costs, costs necessary to protect Work completed to date), plus Contractor's fee.

...

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.3 repeatedly disregards reasonably applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

...

.1 Exclude the Contractor from the ~~site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor~~;site;

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including reasonable and necessary compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the ~~Owner.~~ Owner after Owner's provision of documentation substantiating the cost and difference. Contractor may dispute Owner's termination and the alleged costs. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

...

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include ~~profit.~~ profit and Contractor's fee. No adjustment shall be made to the extent

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.2 take actions reasonable and necessary, or that the Owner may direct, for the protection and preservation of the Work; and

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of ~~Subcontracts, and the termination fee, if any, set forth in the Agreement.~~Subcontracts and other costs and fees set forth in §14.1.3.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
Contractor shall have the right to stop work for any unresolved Claim greater than or equal to $100,000 in value, until such time as final resolution is achieved.

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If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

...

§ 15.1.6.2 If material adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by ~~the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~
an experienced mediator licensed to practice law in the state of Montana and who has significant experience in Montana in mediation, construction law, and contract law. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. However, litigation related to prosecuting a construction lien may not be stayed. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the ~~Agreement.~~
Agreement and shall allow for expanded discovery, including depositions, as the arbitrator(s) recommend. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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Signed by:

EF84C21A8C3C4F5...

(Signed)

President - Eastern Division

(Title)

3/26/2025

(Dated)

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT :
(Name and location or address)

Amend Park Recreation Campus – Courts Facility
5101 King Ave E
Billings, MT 59101

THE OWNER :
(Name, legal status and address)

City of Billings
210 North 27th St
Billings, MT 59101

THE ARCHITECT:
(Name, legal status and address)

A&E Design
124 N 29th St STE 100
Billings, MT 59101
406-248-2633

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Contractor shall, however, be entitled to performance and enforcement of obligations under the Owner's contract with Architect intended to facilitate performance of the Contractor's duties. Likewise, the Architect shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by

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one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants. Owner shall ensure Architect and Architect's consultants acknowledge and agree with this section and the previous Section 1.5.1.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing and shall be deemed to have been duly served if served on the party's designated representative as set forth herein (if service is during the performance of this Agreement) or (if service is after performance of this Agreement) on the party's registered agent or on the individual (if the party is an individual). Acceptable delivery methods are: (a) by registered or certified mail, (b) by courier service providing proof of delivery, or (c) by email provided that (1) the email results in both a delivery receipt and a read receipt or (2) the recipient of the email sends a written reply explicitly acknowledging receipt of the email notice.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative as identified in this Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is reasonably stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Owner's Reasonable Expectations

Owner recognizes the significant challenges of labor and material markets at the time of this Project and agrees to be reasonable in its expectations if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have

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express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The authorized representative for Contractor for this Project is the Project Manager.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor, unless the Architect's delay in performing its responsibilities creates a hardship to Contractor's performance, in which case fair and equitable adjustments to the Project Schedule and Contract Sum shall be made.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated its observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any reasonably apparent conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require.

(Paragraph Deleted)

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the skill and attention required in the industry at the location of the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, though the Owner acknowledges that Contractor may delegate some of the Work to Subcontractors upon approval by Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed by Contractor or Subcontractors to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor responsibilities in this Section do not include utility service fees or connection work for electrical, gas, and communication services on the Project.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents and within the scope of Contractor's Work shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 The Owner shall secure and pay for all plan review fees, system development charges and the building permit. The Contractor and its Subcontractors shall secure and shall pay for the mechanical, electrical, plumbing, and all other trade permits required for the performance of the Work. These trade permits shall be included in the Guaranteed Maximum
Price.

§ 3.7.2 The Contractor shall comply with and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities reasonably applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. Owner recognizes that suppliers and Subcontractors are not holding their proposals or bids for any extended period of time and many expire within 48 hours, so Owner's selections may need to be made quickly.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. Contractor's Project Manager shall represent the Contractor, and communications between the Owner and Contractor must be with the Project Manager, not the superintendent. Notices to Contractor must be provided as required in the Contract Documents.

§ 3.9.2 The Contractor, as soon as practicable execution and incorporation of a GMP Amendment into the Contract Documents, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Documents, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work included in the GMP Amendment. The schedule shall contain detail appropriate for the Work included in the GMP Amendment, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Document, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule for the Work included in the GMP Amendment, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals, unless the failure to provide submittals in accordance with the approved submittal schedule was for a reason out of Contractor's control. Owner acknowledges the challenges in the materials and labor markets and agrees to be fair and reasonable in administering the requirements of this provision.

§ 3.10.3 The Contractor shall perform the Work included in the GMP Amendment in general accordance with the most recent schedule submitted for that Work to the Owner and Architect. The parties agree to timely execute a Change Order accepting schedule adjustments mutually agreed upon by the parties.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Contractor shall be entitled to a Contract Time adjustment if Architect does not timely review and respond to submittals.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably and timely specified by the Architect.

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§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. This provision shall be reciprocal to Contractor, and Owner shall ensure this reciprocity with its Separate Contractors.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located, but only if it is safe to do so. Notwithstanding the foregoing, except in those locations and circumstances where access in unsafe or prohibited by other applicable laws or requirements, Contractor shall ensure Owner and Architect have reasonable access to the property and the Project at all times.

§ 3.17 Royalties, Patents and Copyrights

The Owner shall pay all royalties and license fees. If an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall promptly inform the Owner and Architect of the infringement.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Additionally, to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and Contractor's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Owner's, Owner's design team (including but not limited to Architect and Owner's engineers), and/or Owner's Separate Contractors' performance or lack of performance under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Owner, Owner's design team (including but not limited to Architect and Owner's engineers), any one or more of Owner's Separate Contractors, and/or an agent or employee of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. If Architect's authority is amended, Owner shall timely inform Contractor.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will timely review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will timely prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will timely conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will timely interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will timely review and timely respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will timely prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of Contract and upon execution and incorporation of a a GMP Amendment nto the Contract Document, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work involved in that GMP Amendment, including those who are to furnish materials or equipment fabricated to a special design. Within seven (7) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assignable by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. This provision shall be reciprocal to Contractor, and Owner shall be responsible for ensuring its reciprocity with Owner's Separate Contractor(s).

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12. Owner shall be responsible for ensuring this reciprocity of obligations and rights with its Separate Contractors.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Unless otherwise agreed by the parties, Owner and Contractor shall meet at least once monthly to discuss and address the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work from the prior month. Owner and Contractor may discuss and agree on the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work via email; however, no changes shall be binding upon the parties until expressly memorialized in a Change order or Construction Change Directive executed by the Owner and the Contractor. Any delay in the Contract Time or increase in the cost of the Work caused expressly by Owner not timely (within fourteen (14) days of presentment by Contractor) executing a Change Order shall be the responsibility of the Owner, and a modification to the Contract Time and Contract Sum shall be effectuated. If fourteen (14) days have elapsed after a proposed Change Order, a Construction Change Directive or a minor change in the Work has been presented by one party to the other and no Change Order has been executed on that proposed Change Order, Construction Change Directive or minor change in the Work, then such Change Order shall be considered void and of no force or effect.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being timely adjusted fairly, equitably and accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order, but subject to **§ 7.1.3, above**.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods with Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance added to it:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may timely and reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;

.5 Costs of supervision and field office personnel directly attributable to the change; and

.6 Contractor's 2.75% fee , and .55% for Performance and Payment Bond, and .75% for Insurance for Change Orders.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. If Contractor is required to begin Work on under a Construction Change Directive, then Contractor shall proceed on a time and materials plus fee basis (until a Change Order is signed) and shall be entitled to bill and be paid monthly for such Work.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment as set forth in **§ 7.3.6, above**. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect or Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion shall be defined as the date Contractor receives a Temporary Certificate of Occupancy, Certificate of Occupancy, or the stage in the progress of the Work that is sufficient for the Owner to occupy the project for its intended use, along with Architect certification of the same, whichever occurs first. The Contractor shall communicate the date of Substantial Completion to the Owner and Architect in writing, and the Architect shall certify this date in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, however, Owner is aware of the challenges in the labor and material markets at the time of this Contract and during the performance of the Work, and Owner agrees to be reasonable and fair in working with Contractor if those challenges ultimately present obstacles (outside of Contractor's control) to timely achieving Substantial Completion But only if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee 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 Section 15.1.6.2, or other causes (including but not limited to a pandemic such as Covid) beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. The Contractor shall provide prompt written notice to the Owner setting forth in detail the cause of the delay and the currently anticipated length of the delay with appropriate updates communicated timely to the Owner. If the Owner agrees to extend the Contract Time or increase the Contract Sum, the parties will execute a Change Order. Owner agrees to be reasonable, fair and equitable in addressing delays and cost increases resulting from a cause or causes beyond the Contractor's control, and Contractor agrees to use its reasonable and diligent efforts to avoid delays and cost increases. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents unless expressly addressed in a Change Order.

§ 8.3.2 Claims relating to time and increases to the Cost of the Work shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. With each Application for Payment, Contractor will provide a conditional lien waiver and release for payments due to the Contractor and any applicable Subcontractor in that Application for Payment.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

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§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1 and pursuant to Montana's Prompt Payment Act; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1 and pursuant to Montana's Prompt Payment Act.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner and pursuant to Montana's Prompt Payment Act, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1 and pursuant to Montana's Prompt Payment Act. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and pursuant to Montana's Prompt Payment Act, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has timely fulfilled its payment obligations under the Contract Documents and Montana's Prompt Payment Act, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. However, this provision only applies if Owner gives Contractor prompt notice of the claim, action, lawsuit, proceeding or lien. As soon as reasonably practicable upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor in writing and provide Contractor with the information Owner has related to the lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor as required by Montana's Prompt Payment Act or within seven days after the date established in the Contract Documents, whichever is earlier, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion shall be as defined in § 8.1.3.

§ 9.8.2 Substantial Completion shall be accomplished pursuant to § 11.1.14 of the A133.

§ 9.8.3

When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. At Substantial Completion and upon consent of surety if any, the Owner shall promptly make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Punch List Work has been completed and is ready for final inspection, the Architect will promptly make such inspection. When the Architect finds the Punch List Work has been completed, the Work shall be deemed to have reached Final Completion, and the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Contractor shall then timely submit its final Application for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner the final Application for Payment with Contractor's conditional lien releases and waivers, along with any other documentation reasonably requested by Owner. Upon Owner's payment to Contractor on the final Application for Payment, Contractor will promptly provide Owner with the unconditional lien releases and waivers associated with that payment.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Owner recognizes that Contractor may delegate Work to Subcontractors. As between Owner and Contractor, however, Contractor shall remain responsible for safety on the Project, but Owner is not requiring Contractor to control Subcontractors means and methods. Additionally, Owner recognizes that, between Owner and Contractor, Owner is responsible for the safety obligations of its own forces and Separate Contractors.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the

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extent such damage or loss is not attributable to acts or omissions of Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. If the damage and/or loss was caused in whole or in part by the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, Contractor shall be promptly reimbursed by Owner on a time and materials basis for the cost of such remedial Work, plus a Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance. **The foregoing obligations of the Contractor and Owner are in addition to their respective obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs related to the shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required and if required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Owner shall purchase and maintain liability insurance for the Project. If requested by Contractor, Owner shall provide to Contractor copies of all relevant policies. Owner shall timely purchase (prior to the commencement of Construction) and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis subject to self-insurance retention and deductibles. Owner shall be responsible for deductible amounts related to claims made. Owner's property insurance coverage shall be no less than the amount of the initial Guaranteed Maximum Price, plus the value of subsequent amendment modifications. Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include the interests of Owner, Contractor, the Subcontractors, and Sub-subcontractors on the Project as insureds. Owner

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shall be responsible for all property losses to the Work not paid by the insurance outlined herein due to a self-insurance retention and/or a deductible.

§ 11.2.2 Failure to Purchase Required Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within one (1) business day of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, Subcontractors, and Sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Within ten (10) days of Contractor's request to Owner, Owner shall make a claim with the appropriate insurer in Owner's role as fiduciary for the insureds.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have twenty-one (21) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including reasonably necessary additional testing and inspections, the cost of uncovering and replacement, and reasonable compensation for the Architect's services and expenses made necessary thereby (if any), shall be at the Contractor's expense. The cost of any remedy or portion thereof that is necessitated by the actions or inactions of someone other than the Contractor, its Subcontractor, or anyone directly employed by either of them, shall be added to the Contract Sum by way of Change Order, and the Contract Time shall be adjusted by Change Order.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work , provided the value of any such Work first performed after Substantial Completion exceeds $5,000.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4 with extended discovery allowed as agreed upon by the arbitrator(s).

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract, and such assignment or purported assignment shall be void and of no force or effect.

§ 13.2.2 The Owner may, with prior written consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. Contractor shall not unreasonably withhold consent if lender will not change the terms of this Agreement. If Contractor approves of the assignment in writing, the Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by reasonably applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all reasonable costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's reasonable and necessary services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped for a substantial period of time;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2;
- .5 The Owner or an agent (e.g. Architect) or employee of the Owner has failed to fulfill Owner's obligations under the Contract Documents with respect to matters critical to the progress of the Work; or
- .6 The Owner has failed to operate in good faith with Contractor.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner, Owner's own forces, and/or

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Owner's Separate Contractor(s) as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ninety (90) days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, plus Contractor's fee, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination (including costs for terminating subcontracts and materials/supplies agreements, demobilization costs, costs necessary to protect Work completed to date), plus Contractor's fee.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards reasonably applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including reasonable and necessary compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner after Owner's provision of documentation substantiating the cost and difference. Contractor may dispute Owner's termination and the alleged costs. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit and Contractor's fee. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

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§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions reasonable and necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and other costs and fees set forth in §14.1.3.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. Contractor shall have the right to stop work for any unresolved Claim greater than or equal to $100,000 in value, until such time as final resolution is achieved.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If material adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon

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receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by an experienced mediator licensed to practice law in the state of Montana and who has significant experience in Montana in mediation, construction law, and contract law. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. However, litigation related to prosecuting a construction lien may not be stayed. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall allow for expanded discovery, including depositions, as the arbitrator(s) recommend. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing,

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delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

for the following ~~PROJECT:~~PROJECT :

...

Amend Park Recreation Campus – Courts Facility

...

5101 King Ave E

...

Billings, MT 59101

...

THE ~~OWNER:~~OWNER :

...

City of Billings
210 North 27th St
Billings, MT 59101

...

A&E Design
124 N 29th St STE 100
Billings, MT 59101
406-248-2633

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ARTICLE 1 GENERAL PROVISIONS

...

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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The ~~Architect shall, however,~~ Contractor shall, however, be entitled to performance and enforcement of obligations under the Owner's contract with Architect intended to facilitate performance of the Contractor's duties. Likewise, the Architect shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

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§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.
Owner shall ensure Architect and Architect's consultants acknowledge and agree with this section and the previous Section 1.5.1.

...

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing ~~to the designated representative of the party to whom the notice is addressed~~ and shall be deemed to have been duly served if ~~delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~served on the party's designated representative as set forth herein (if service is during the performance of this Agreement) or (if service is after performance of this Agreement) on the party's registered agent or on the individual (if the party is an individual). Acceptable delivery methods are: (a) by registered or certified mail, (b) by courier service providing proof of delivery, or (c) by email provided that (1) the email results in both a delivery receipt and a read receipt or (2) the recipient of the email sends a written reply explicitly acknowledging receipt of the email notice.

...

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered ~~mail,~~ mail or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

...

§ 1.8 Building Information Models Use and Reliance

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized ~~representative.~~representative as identified in this Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

...

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is reasonably stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum and Guaranteed Maximum Price shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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§ 2.6 Owner's Reasonable Expectations

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Owner recognizes the significant challenges of labor and material markets at the time of this Project and agrees to be reasonable in its expectations if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

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§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
The authorized representative for Contractor for this Project is the Project Manager.

...

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the ~~Contractor.~~Contractor, unless the Architect's delay in performing its responsibilities creates a hardship to Contractor's performance, in which case fair and equitable adjustments to the Project Schedule and Contract Sum shall be made.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated ~~personal~~ its observations with requirements of the Contract Documents.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any reasonably apparent conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

...

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may reasonably and timely require.

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~~§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~

...

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

...

§ 3.3.1 The Contractor shall supervise and direct the Work, using the ~~Contractor's best skill and attention.~~ skill and attention required in the industry at the location of the Project. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the ~~Contract.~~ Contract, though the Owner acknowledges that Contractor may delegate some of the Work to Subcontractors upon approval by Owner. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed by Contractor or Subcontractors to determine that such portions are in proper condition to receive subsequent Work.

...

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
The Contractor responsibilities in this Section do not include utility service fees or connection work for electrical, gas, and communication services on the Project.

...

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents and within the scope of Contractor's Work shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

...

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§ 3.7.1 ~~Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.~~ The Owner shall secure and pay for all plan review fees, system development charges and the building permit. The Contractor and its Subcontractors shall secure and shall pay for the mechanical, electrical, plumbing, and all other trade permits required for the performance of the Work. These trade permits shall be included in the

...

Guaranteed Maximum

...

Price.

...

§ 3.7.2 The Contractor shall comply with and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities reasonably applicable to performance of the Work.

PAGE 16

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. Owner recognizes that suppliers and Subcontractors are not holding their proposals or bids for any extended period of time and many expire within 48 hours, so Owner's selections may need to be made quickly.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. ~~The superintendent~~ Contractor's Project Manager shall represent the Contractor, and communications ~~given to the superintendent shall be as binding as if given to the Contractor.~~ between the Owner and Contractor must be with the Project Manager, not the superintendent. Notices to Contractor must be provided as required in the Contract Documents.

...

§ 3.9.2 The Contractor, as soon as practicable ~~after award of the Contract,~~ execution and incorporation of a GMP Amendment into the Contract Documents, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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§ 3.10.1 The Contractor, promptly after being awarded the ~~Contract,~~ Contract and upon execution and incorporation of a GMP Amendment into the Contract Documents, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the ~~Work.~~ Work included in the GMP Amendment. The schedule shall contain detail appropriate for the ~~Project,~~ Work included in the GMP Amendment, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and upon execution and incorporation of a GMP Amendment into the Contract Document, and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction ~~schedule,~~ schedule for the Work included in the GMP Amendment, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of ~~submittals.~~submittals, unless the failure to provide submittals in accordance with the approved submittal schedule w as for a reason out of Contractor's control. Owner acknowledges the challenges in the materials and labor markets a nd agrees to be fair and reasonable in administering the requirements of this provision.

...

§ 3.10.3 The Contractor shall perform the Work included in the GMP Amendment in general accordance with the most recent ~~schedules submitted to the Owner and Architect.~~ schedule submitted for that Work to the Owner and Architect. The parties agr ee to timely execute a Change Order accepting schedule adjustments mutually agreed upon by the parties.

PAGE 18

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Contractor shall be entitled to a Contract Time adjustment if Architect does not timely review and respond to submit tals.

...

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably and timely specified by the Architect.

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The Contractor shall confine operations at the site to areas permitted by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

...

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work. This provision shall be reciprocal to Contractor, and Owner shall ensure this reciprocity with its Separate Contractor s.

...

The Contractor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever

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~~located.~~located, but only if it is safe to do so. Notwithstanding the foregoing, except in those locations and circumstances where access in unsafe or prohibited by other applicable laws or requirements, Contractor shall ensure Owner and Architect have reasonable access to the property and the Project at all times.

...

The ~~Contractor~~ Owner shall pay all royalties and license fees. ~~The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if~~ If an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall ~~be responsible for the loss unless the information is promptly furnished to the Architect.~~promptly inform the Owner and Architect of the infringement.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect, Architect's consultants, and agents and employees of any of them~~ Owner and Owner's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss. or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be ~~liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.~~ liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
Additionally, to the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and Contractor's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Owner's, Owner's design team (including but not limited to Architect and Owner's engineers), and/or Owner's Separate Contractors' performance or lack of performance under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Owner, Owner's design team (including but not limited to Architect and Owner's engineers), any one or more of Owner's Separate Contractors, and/or an agent or employee of any of them, anyone directly or indirectly employed by any of them, or anyone for whose acts any one of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist.

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ARTICLE 4 ARCHITECT

...

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The parties acknowledge Architect is not a direct party to this Contract and is not directly bound to the obligations imposed upon Architect in this Agreement.

...

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.
If Architect's authority is amended, Owner shall timely inform Contractor.

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§ 4.2.7 The Architect will timely review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 4.2.8 The Architect will timely prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

...

§ 4.2.9 The Architect will timely conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

...

§ 4.2.11 The Architect will timely interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

...

§ 4.2.14 The Architect will timely review and timely respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will timely prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of ~~the Contract,~~
Contract and upon execution and incorporation of a a GMP Amendment nto the Contract Document, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the ~~Work,~~
Work involved in that GMP Amendment, including those who are to furnish materials or equipment fabricated to a special design. Within ~~14~~ seven (7) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the ~~14-day~~ 7-day period shall constitute notice of no reasonable objection.

...

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§ 5.4.1 Each subcontract agreement for a portion of the Work is ~~assigned~~ assignable by the Contractor to the Owner, provided that

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§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
This provision shall be reciprocal to Contractor, and Owner shall be responsible for ensuring its reciprocity with Owner's Separate Contractor(s).

...

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.
Owner shall be responsible for ensuring this reciprocity of obligations and rights with its Separate Contractors.

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§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.
Unless otherwise agreed by the parties, Owner and Contractor shall meet at least once monthly to discuss and address the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work from the prior month. Owner and Contractor may discuss and agree on the terms of proposed Change Orders, Construction Change Directives and minor changes in the Work via email; however, no changes shall be binding upon the parties until expressly memorialized in a Change order or Construction Change Directive executed by the Owner and the Contractor. Any delay in the Contract Time or increase in the cost of the Work caused expressly by Owner not timely (within fourteen (14) days of presentment by Contractor) executing a Change Order shall be the responsibility of the Owner, and a modification to the Contract Time and Contract Sum shall be effectuated. If fourteen (14) days have elapsed after a proposed Change Order, a Construction Change Directive or a minor change in the Work has been presented by one party to the other and no Change Order has been executed on that proposed Change Order, Construction Change Directive or minor change in the Work, then such Change Order shall be considered void and of no force or effect.

...

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being timely adjusted fairly, equitably and accordingly.

...

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change ~~Order.~~Order, but subject to **§ 7.1.3, above.**

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...

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following
~~methods:~~methods with Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insuran ce added to it:

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may timely and reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;~~and~~

...

.5 Costs of supervision and field office personnel directly attributable to the ~~change.~~change; and

...

.6 Contractor's 2.75% fee , and .55% for Performance and Payment Bond, and .75% for Insurance for Chan ge Orders.

...

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

...

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
If Contractor is required to begin Work on under a Construction Change Directive, then Contractor shall proceed on a time and materials plus fee basis (until a Change Order is signed) and shall be entitled to bill and be paid monthly f or such Work.

...

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for ~~Payment.~~ Payment as set forth in **§ 7.3.6, above.** The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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...

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect or Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 8.1.3 The date of Substantial Completion ~~is the date certified by the Architect~~ shall be defined as the date Contractor receives a Temporary Certificate of Occupancy, Certificate of Occupancy, or the stage in the progress of the Work that is sufficient for the Owner to occupy the project for its intended use, along with Architect certification of the same, whichever occurs first. The Contractor shall communicate the date of Substantial Completion to the Owner and Architect in writing, and the Architect shall certify this date in accordance with Section 9.8.

...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract
~~Time.~~Time, however, Owner is aware of the challenges in the labor and material markets at the time of this Contract and during the performance of the Work, and Owner agrees to be reasonable and fair in working with Contractor if those challenges ultimately present obstacles (outside of Contractor's control) to timely achieving Substantial Completion But only if such challenges create minor delays in Contractor's performance. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee 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 Section 15.1.6.2, or other causes
(including but not limited to a pandemic such as Covid) beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
The Contractor shall provide prompt written notice to the Owner setting forth in detail the cause of the delay and the currently anticipated length of the delay with appropriate updates communicated timely to the Owner. If the Owner agrees to extend the Contract Time or increase the Contract Sum, the parties will execute a Change Order. Owner agrees to be reasonable, fair and equitable in addressing delays and cost increases resulting from a cause or causes beyond the Contractor's control, and Contractor agrees to use its reasonable and diligent efforts to avoid delays and cost increases. Notwithstanding the foregoing, such challenges shall not impact the Guaranteed Maximum Price, the Contract Time, or excuse a failure of performance by Contractor under the Contract Documents unless expressly addressed in a Change Order.

...

§ 8.3.2 Claims relating to time and increases to the Cost of the Work shall be made in accordance with applicable provisions of Article 15.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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With each Application for Payment, Contractor will provide a conditional lien waiver and release for payments due t o the Contractor and any applicable Subcontractor in that Application for Payment.

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§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section ~~9.5.1;~~ 9.5.1 and pursuant to Montana's Prompt Payment Act; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section ~~9.5.1.~~ 9.5.1 and pursuant to Montana's Prompt Payment Act.

...

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the ~~Owner.~~ Owner and pursuant to Montana's Prompt Payment Act, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section ~~9.4.1.~~ 9.4.1 and pursuant to Montana's Prompt Payment Act. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents,~~ Documents and pursuant to Montana's Prompt Payment Act, and shall so notify the Architect.

...

§ 9.6.8 Provided the Owner has timely fulfilled its payment obligations under the Contract ~~Documents,~~ Documents and Montana's Prompt Payment Act, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. ~~Upon~~ However, this provision only applies if Owner gives Contractor prompt notice of the claim, action, lawsuit, proceedi ng or lien. As soon as reasonably practicable upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the ~~Contractor.~~ Contractor in writing and provide Contractor with the information Owner has related to the lien. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor as required by Montana's Prompt Payment Act or within seven days after the date established in the Contract Documents, whichever is earlier, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8.1 Substantial Completion ~~is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.~~shall be as defined in § 8.1.3.

...

§ 9.8.2 ~~When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.~~Substantial Completion shall be accomplished pursuant to § 11.1.14 of the A133.

...

§ 9.8.3 ~~Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.~~

...

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ ~~9.8.5~~ 9.8.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and~~ At Substantial Completion and upon consent of surety if any, the Owner shall promptly make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

...

§ 9.10.1 Upon receipt of the Contractor's notice that the ~~Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment,~~
Punch List Work has been completed and is ready for final inspection, the Architect will promptly make such inspection. When the Architect finds the ~~Work acceptable under the Contract Documents and the Contract fully performed,~~
Punch List Work has been completed, the Work shall be deemed to have reached Final Completion, and the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Contractor shall then timely submit its final Application for Payment.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect ~~(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~ and Owner the final Application for Payment with Contractor's conditional lien releases and waivers, along wit h any other documentation reasonably requested by Owner. Upon Owner's payment to Contractor on the final Appli cation for Payment, Contractor will promptly provide Owner with the unconditional lien releases and waivers associ ated with that payment.

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The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
Owner recognizes that Contractor may delegate Work to Subcontractors. As between Owner and Contractor, howev er, Contractor shall remain responsible for safety on the Project, but Owner is not requiring Contractor to control Su bcontractors means and methods. Additionally, Owner recognizes that, between Owner and Contractor, Owner is res ponsible for the safety obligations of its own forces and Separate Contractors.

...

§ 10.2.2 The Contractor shall comply with, and give notices required by reasonably applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

PAGE 32

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is not attributable to acts or omissions of Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be li able. If the damage and/or loss was caused in whole or in part by the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, ~~and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's~~
Contractor shall be promptly reimbursed by Owner on a time and materials basis for the cost of such remedial Work, plus a Contractor's 2.75% fee, and .55% for Performance and Payment Bond, and .75% for Insurance. **The foreg oing obligations of the Contractor and Owner are in addition to their respective obligations under Section 3.18.

...

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§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs ~~of~~ related to the shutdown, delay, and start-up.

PAGE 33

ARTICLE 11 INSURANCE AND BONDS

...

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required and if required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

PAGE 34

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
-Owner shall purchase and maintain liability insurance for the Project. If requested by Contractor, Owner shall provide to Contractor copies of all relevant policies. Owner shall timely purchase (prior to the commencement of Construction) and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis subject to self-
insurance retention and deductibles. Owner shall be responsible for deductible amounts related to claims made. Owner's property insurance coverage shall be no less than the amount of the initial Guaranteed Maximum Price, plus the value of subsequent amendment modifications. Such property insurance shall be maintained until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include the interests of Owner, Contractor, the Subcontractors, and Sub-
subcontractors on the Project as insureds. Owner shall be responsible for all property losses to the Work not paid by the insurance outlined herein due to a self-insurance retention and/or a deductible.

...

§ 11.2.2 Failure to Purchase Required ~~Property~~ Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change

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Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

...

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within ~~three (3) business days~~ one (1) business day of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

...

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, ~~subcontractors, and sub-subcontractors.~~ Subcontractors, and Sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

PAGE 35

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. Within ten (10) days of Contractor's request to Owner, Owner shall make a claim with the appropriate insurer in Ow ner's role as fiduciary for the insureds.

...

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have ~~14~~ twenty-one (21) days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be

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resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

...

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including reasonably necessary additional testing and inspections, the cost of uncovering and replacement, and reasonable compensation for the Architect's services and expenses made necessary ~~thereby,~~ thereby (if any), shall be at the Contractor's expense.
The cost of any remedy or portion thereof that is necessitated by the actions or inactions of someone other than the C ontractor, its Subcontractor, or anyone directly employed by either of them, shall be added to the Contract Sum by w ay of Change Order, and the Contract Time shall be adjusted by Change Order.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the
~~Work.~~Work , provided the value of any such Work first performed after Substantial Completion exceeds $5,000.

...

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be ~~effected~~ affected whether or not final payment has been made.

...

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section ~~15.4.~~15.4 with extended discovery allowed as agreed upon by the arbitrator(s).

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the
~~Contract.~~Contract, and such assignment or purported assignment shall be void and of no force or effect.

...

§ 13.2.2 The Owner may, ~~without~~ with prior written consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. ~~The~~
Contractor shall not unreasonably withhold consent if lender will not change the terms of this Agreement. If Contrac tor approves of the assignment in writing, the Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by reasonably applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate

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public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all reasonable costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's reasonable and necessary services and expenses, shall be at the Contractor's expense.

...

.2 An act of government, such as a declaration of national emergency, that requires all Work to be ~~stopped;~~stopped for a substantial period of time;

...

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;~~or~~

...

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section ~~2.2.~~2.2;

...

.5 The Owner or an agent (e.g. Architect) or employee of the Owner has failed to fulfill Owner's obligation s under the Contract Documents with respect to matters critical to the progress of the Work; or

...

.6 The Owner has failed to operate in good faith with Contractor.

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§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the ~~Owner~~ Owner, Owner's own forces, and/or Owner's Separate Contractor(s) as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or ~~120~~ ninety (90) days in any 365-day period, whichever is less.

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, plus Contractor's fee, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such ~~termination.~~termination (including costs for terminating subcontracts and materials/supplies agreements, demobilizat ion costs, costs necessary to protect Work completed to date), plus Contractor's fee.

...

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.3 repeatedly disregards reasonably applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

...

.1 Exclude the Contractor from the ~~site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;~~site;

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including reasonable and necessary compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the ~~Owner.~~ Owner after Owner's provision of documentation substantiating the cost and difference. Contractor may dispute Owner's termination and the alleged costs. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

...

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include ~~profit.~~ profit and Contractor's fee. No adjustment shall be made to the extent

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.2 take actions reasonable and necessary, or that the Owner may direct, for the protection and preservation of the Work; and

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of ~~Subcontracts; and the termination fee, if any, set forth in the Agreement.~~Subcontracts and other costs and fees set forth in §14.1.3.

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
Contractor shall have the right to stop work for any unresolved Claim greater than or equal to $100,000 in value, until such time as final resolution is achieved.

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If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

...

§ 15.1.6.2 If material adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

PAGE 41

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by ~~the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~
an experienced mediator licensed to practice law in the state of Montana and who has significant experience in Montana in mediation, construction law, and contract law. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. However, litigation related to prosecuting a construction lien may not be stayed. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the ~~Agreement.~~
Agreement and shall allow for expanded discovery, including depositions, as the arbitrator(s) recommend. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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Certification of Document's Authenticity

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I, Brad Sinclair, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:48:43 MT on 02/28/2025 under Order No. 2114476955 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Signed by:

EF84C21A8C3C4F5...

(Signed)

President - Eastern Division

(Title)

3/26/2025

(Dated)

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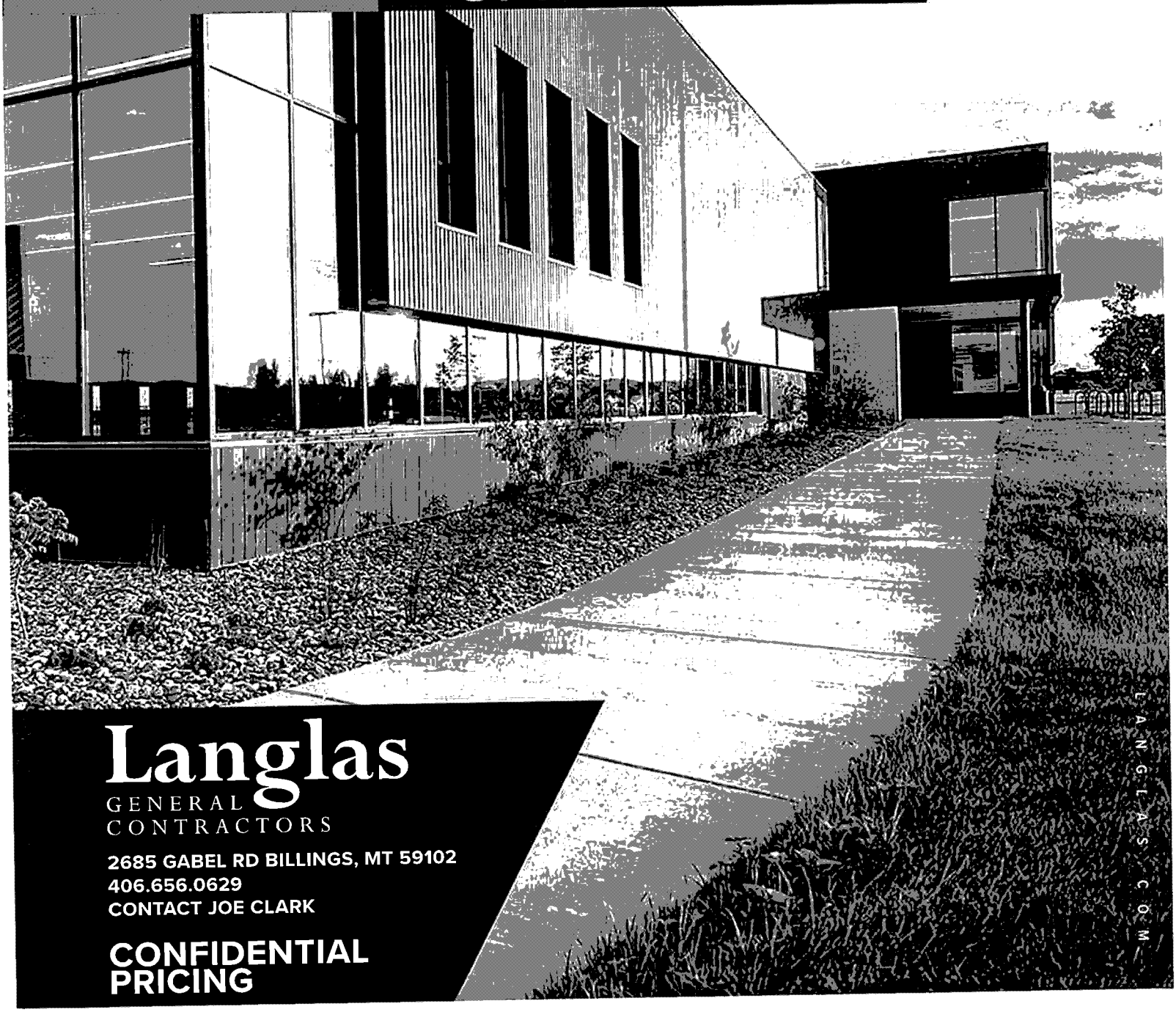
BILLINGS, MT

January 14, 2025

REQUEST FOR PROPOSAL
General Contractor / Construction Manager

AMEND PARK RECREATION CAMPUS



Langlas
GENERAL CONTRACTORS

2685 GABEL RD BILLINGS, MT 59102
406.656.0629
CONTACT JOE CLARK

CONFIDENTIAL PRICING

LANGLAS.COM

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FEE

4.4 *E. Email per requirements in RFP with your proposed mark-up on the cost of work as specified in Article 6 of AIA A133-2019, your proposed change order fee, your fee for pre-construction services, and the completed Checklist of GMP Projects (Attachment B). Write "Sealed Pricing for General Contractor/Construction Manager (GC/CM) Alternate Delivery Method Services for Amend Park Recreation Campus" on the envelope. Note that pricing is not a primary factor for selection.*

Langlas & Associates proposed pre-construction services fee is $15,000

GC/CM FEE = 2.75%

GC/CM FEE FOR CHANGES = 2.75%

Subcontractor mark-up on changes will be limited to **10%** overhead and **5%** profit for a **total of 15%**

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CITY OF Billings

ATTACHMENT B

PRICE MATRIX

(To be sent separately pursuant to instructions in Section 1)

GUARANTEED MAXIMUM COST FOR REIMBURSALE EXPENSES FOR GENERAL CONDITIONS

List the following Guaranteed Maximum Cost for Reimbursable (GMCR) expenses for General Conditions. All lines are to be completed by listing one of the following:

1. The dollar amount to be reimbursed.
2. "Included in Fee" if included in GC/CM Fee = IIF
3. "By Owner" if required but not included in GMP, GC/CM Fee or GMCR = BO
4. "Not Required" if the GC/CM determines that the service is not required for the project = NR
5. "Cost of the Work" if the GC/CM determines that an item will be issued in a later bid pack = COW

The total of these costs shall constitute the Guaranteed Maximum Cost for Reimbursables (GMCR).

100	Personnel/Organization	Quantity	Unit	Unit Price	GMC
1	Project Executive		IN FEE	IN FEE	IIF
2	Project Manager	10	MO	7400	$ 74,000
3	Assistant Project Manager	10	MO	7040	$ 70,400
4	Estimator		by PM	by PM	NR
5	Project Engineer I	10	MO	4200	$ 42,000
6	Project Engineer II		NOT REQUIRED	NOT REQUIRED	NR
7	Project Superintendent	10	MO	14350	$ 143,500
8	Business Manager		IN FEE	IN FEE	IIF
9	Secretary		IN FEE	IN FEE	IIF
10	Clerk		IN FEE	IN FEE	IIF
11	Other				
12	Other				
13	Other				
	SUBTOTAL 100				$ 329,900

200	All Office (Home & Field) Supplies & Expenses	Quantity	Unit	Unit Price	GMC
1	Office & Eng. Supplies	10	MO	100	$ 1,000
2	Office Equipment - Rent and/or Depreciation		NOT REQUIRED	NOT REQUIRED	NR

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CITY OF Billings

3	Office Equipment Purchase		NOT REQUIRED	NOT REQUIRED		NR
4	Photo Copy	10	MO	20	$	200
5	Blueprints - Printing	10	MO	35	$	350
6	Photos		IN FEE	IN FEE		IIF
7	Computer Equipment		IN FEE	IN FEE		IIF
8	FAX Charges		IN FEE	IN FEE		IIF
9	Telephone Charges		IN FEE	IN FEE		IIF
10	Cell Phone Charges	10	MO	425	$	4,250
11	Radios		NOT REQUIRED	NOT REQUIRED		NR
12	Postage	10	MO	20	$	200
13	Other					
	SUBTOTAL 200				$	6,000

300	Field Office Rental	Quantity	Unit	Unit Price	GMC	
1	Rent	10	MO	850	$	8,500
2	Transport, Set-Up and Dismantle	1	SUM	500	$	500
3	Power	10	MO	350	$	3,500
4	Water	10	MO	50	$	500
5	Maintenance/Janitorial		NOT REQUIRED	NOT REQUIRED		NR
6	Heat		In Power	In Power		NR
7	Phone/Data	10	MO	200	$	2,000
8	Toilet Facilities	10	MO	175	$	1,750
	SUBTOTAL 300				$	16,750

400	Professional Services	Quantity	Unit	Unit Price	GMC	
1	Design/Engineering		BY OWNER	BY OWNER		BO
2	Data Processing		IN FEE	IN FEE		IIF
3	Consulting Fees & Expenses		NOT REQUIRED	NOT REQUIRED		NR
4	Legal Expenses		IN FEE	IN FEE		IIF
5	Project Scheduling		by PM / Super	by PM / Super		NR
6	Other					
7	Other					
	SUBTOTAL 400				$	-

500	Project-Specific Transportation/Travel	Quantity	Unit	Unit Price	GMC	
1	General Automotive		In Trucks	In Trucks		NR
2	Trucks including fuel and automobile liability insurance	10	MO	3520	$	35,200
3	On-Site Transports		NOT REQUIRED	NOT REQUIRED		NR
4	Other					
5	Other					
6	Other					
7	Other					
8	Other					
	SUBTOTAL 500				$	35,200

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CITY OF Billings

600	Miscellaneous Expenses	Quantity	Unit	Unit Price	GMC
1	Home Office Management Expenses		IN FEE	IN FEE	IIF
2	Cash Discounts Earnings		NOT REQUIRED	NOT REQUIRED	NR
3	Advertising		In Precon Fee	In Precon Fee	NR
4	Home Office Accounting		IN FEE	IN FEE	IIF
5	Association Fees		IN FEE	IN FEE	IIF
6	Performance & Payment Bond		PERCENT of $20,000,000	0.55%	$ 110,000
7	Permits		BY OWNER	BY OWNER	BO
8	Commercial General Liability, umbrella, OCP premiums attributable to this specific project		PERCENT of COW	0.75%	$ 138,750
9	As Built Documents provided to A/E	1	SUM	1200	$ 1,200
10	Close-out Information	1	SUM	1200	$ 1,200
11	O&M Manuals (3 sets)	1	SUM	1300	$ 1,300
12	Safety/First Aid	10	MO	100	$ 1,000
13	Continuous Clean-up		IN COW	IN COW	COW
14	Rubbish Removal		IN COW	IN COW	COW
15	Final Clean-up		IN COW	IN COW	COW
16	Punch List		by PM/Super	by PM/Super	NR
17	Temporary Protection		IN COW	IN COW	COW
18	Site Fencing		IN COW	IN COW	COW
19	Other				
20	Other				
SUBTOTAL 600					$ 253,450
TOTAL GUARANTEED MAXIMUM COST FOR REIMBURSABLE EXPENSES					**$ 641,300**

I/We acknowledge Clarifying Questions and Site Exhibit (12.17.24) received 1/10/2025 **addendum.**

#

Langlas & Assoc
Company Name

1/14/2025
Date

Joe Clark
Contact Name (please print)

VP Eastern District
Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

docusign

Certificate Of Completion

Envelope Id: 7CF43E3C-43AA-4ECC-A01B-B96990E68DA9
Subject: Complete with Docusign: Langlas & Associates, Inc Contract.pdf
Source Envelope:
Document Pages: 182
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 7
Initials: 0

Status: Completed

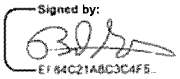
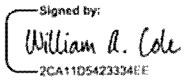
Envelope Originator:
Wynnette Maddox
maddoxw@billingsmt.gov
IP Address: 161.7.21.131

Record Tracking

Status: Original
3/26/2025 5:31:59 AM

Holder: Wynnette Maddox
maddoxw@billingsmt.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Brad Sinclair bsinc@langlas.com President - Eastern Division Langlas & Associates, Inc. Security Level: Email, Account Authentication (None)	Signed by:  EF84C21A8C3C4F5...	Sent: 3/26/2025 5:52:17 AM Viewed: 3/26/2025 6:47:34 AM Signed: 3/26/2025 6:48:59 AM
	Signature Adoption: Uploaded Signature Image Using IP Address: 76.75.15.205	
Electronic Record and Signature Disclosure: Accepted: 3/26/2025 6:47:34 AM ID: e0b3eb12-2ddb-40cf-ab5e-5f8b5d4d5370		
William A. Cole coleb@billingsmt.gov MAYOR Security Level: Email, Account Authentication (None)	Signed by:  2CA11D5423334EE	Sent: 3/26/2025 6:49:03 AM Viewed: 3/26/2025 11:00:09 AM Signed: 3/26/2025 11:00:48 AM
	Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	
Electronic Record and Signature Disclosure: Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
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Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/26/2025 6:49:03 AM
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Witness Events	Signature	Timestamp
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2025 5:52:17 AM
Certified Delivered	Security Checked	3/26/2025 11:00:09 AM
Signing Complete	Security Checked	3/26/2025 11:00:48 AM
Completed	Security Checked	3/26/2025 11:00:48 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

City Council Regular

Date:	03/10/2025
Title:	Amend Park Recreation Campus General Contractor / Construction Manager (GC/CM) Contract
Presented by:	Kory Thomson
Department:	Parks/Rec/Public Lands
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends Council approve a General Contractor / Construction Manager (GC/CM) contract to Langlas General Contractors for pre-construction services not to exceed $15,000 and construction services for cost plus 2.75% mark up and 2.75% change order mark up.

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

On January 13, 2025, the City Council approved resolution 25-11250 authorizing City Staff to utilize an alternative delivery method for the Amend Park Recreation Campus. The Parks and Recreation Department solicited a Request for Proposals and received 5 proposals. A selection committee narrowed the field down to the top three respondents by scoring the proposals in the following categories, per the RFP:

- Firm History & Experience
- Financial Health
- Key Project Staff
- Approach to the Project
- Project Cost

The top three firms were invited to interview in person with the selection committee. The committee selected Langlas General Contractors as their top choice based on their scoring in the RFP categories and their presentation.

Upon approval of the proposed contract, Langlas will work with City Staff and the design team to provide pre-construction services, which includes multiple rounds of cost estimating for budget purposes, design review, and value engineering suggestions during the design phase. The advantage to this type of delivery method is the ability to design for the budget and cost-savings from the beginning of the project instead of finishing the plans, going out to bid, and then having to redesign or reduce the scope of the project if the bids come in over the budget.

After the design is completed, Langlas and the City will negotiate a Guaranteed Maximum Price (GMP) for the construction of the project. Langlas will then serve as the General Contractor and manage the construction of the project. The GMP amendment will be approved by Council at a future meeting.

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 GC/CM contract with Langlas & Associates, allowing pre-construction services to proceed.

Not Approve, which would require the City to re-evaluate the project delivery method and potentially delay construction.

FISCAL EFFECTS
The cost for pre-construction services and construction will be paid through TIF funds from the South Billings Urban Renewal Association.

SUMMARY
The GC/CM delivery method allows for proactive budget management and collaborative planning, significantly reducing the risk of cost overruns. Langlas & Associates has demonstrated the capability, experience, and financial stability to successfully deliver this project.
City Staff recommends approval of the contract, enabling timely progress on the Amend Park Recreation Campus.

Attachments

Contract
General Conditions
Exhibit A
Exhibit B

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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

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.

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.

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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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§ 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.

Signed by:
William A. Cole 3/25/2025
2CA11D5A2334EE...
OWNER *(Signature)*

(Printed name and title)

Signed by:
3/25/2025
EF84C81A8C3C4F5...
CONSTRUCTION MANAGER *(Signature)*

Brad Sinclair President – Eastern District
Langlas & Associates, Inc.
(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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...

(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.

Signed by:
EF84C21A8C3C4F5...

...

Signed by:
William A. Cole
2CA11D5423334EE...

3/25/2025

Brad Sinclair President – Eastern District
Langlas & Associates, Inc.

3/25/2025

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brad Sinclair, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:03:53 MT on 03/21/2025 under Order No. 2114476955 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

Signed by:

EF84C21A8C3C4F5...

(Signed)

(Title)

3/25/2025

(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**

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Certificate Of Completion

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Signatures: 5
Certificate Pages: 5
Initials: 0
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Envelope Originator:
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maddoxw@billingsmt.gov
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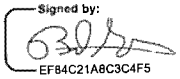
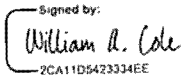
Signer Events

	Signature	Timestamp
Brad Sinclair bsinc@langlas.com President - Eastern Division Langlas & Associates, Inc. Security Level: Email, Account Authentication (None)	Signed by:  EF84C21A8C3C4F5 Signature Adoption: Uploaded Signature Image Using IP Address: 76.75.15.205	Sent: 3/25/2025 6:51:07 AM Viewed: 3/25/2025 7:16:40 AM Signed: 3/25/2025 7:21:55 AM
Electronic Record and Signature Disclosure: Accepted: 3/25/2025 7:16:40 AM ID: d8e123da-b77a-4a5e-bf81-e8e2288e1352		
William A. Cole coleb@billingsmt.gov MAYOR Security Level: Email, Account Authentication (None)	Signed by:  2CA11D5423334EE Signature Adoption: Pre-selected Style Using IP Address: 72.175.160.94	Sent: 3/25/2025 7:21:56 AM Viewed: 3/25/2025 8:08:26 AM Signed: 3/25/2025 8:09:33 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2020 8:46:12 AM ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a		

In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
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Denise Bohlman bohlmand@billingsmt.gov City Clerk City of Billings Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/25/2025 8:09:34 AM

Witness Events	Signature	Timestamp
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	3/25/2025 6:51:07 AM
Certified Delivered	Security Checked	3/25/2025 8:08:26 AM
Signing Complete	Security Checked	3/25/2025 8:09:33 AM
Completed	Security Checked	3/25/2025 8:09:34 AM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

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.

Init.
/

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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.

Init.
/
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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.)

Init.
/
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User Notes: (3B9ADA4E)

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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...

(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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User Notes: (3B9ADA4E)

...

§ 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

I, Brad Sinclair, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:03:53 MT on 03/21/2025 under Order No. 2114476955 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes: (3B9ADA4E)

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:	04/28/2025
Title:	Approval of Amendment 27 with Morrison-Maierle, Inc. for Engineering Services to Expand and Remodel the Airline Ticketing Area and install a new In-Line Baggage Belt System
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 Amendment 27 with Morrison-Maierle, Inc. for the engineering services associated with the expansion and remodel of the Airline Ticket Counters and installation of a new In-line Baggage Belt System in the amount of $1,019,570.00.

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

On May 5, 2022, the City Council approved a five-year contract with Morrison-Maierle, Inc. (M-M) to provide all pre-design and scope of work activities, construction inspection and oversight, and project closeout for the Aviation and Transit Department for all civil engineering work required during the five-year term. This base contract with M-M is amended each time a new project is undertaken. Amendment 27 for $1,019,570 will provide funding for M-M to complete all civil, survey and scope of work services, prepare schematic designs, plans and specifications, oversee project management and complete closeout reports for the Federal Aviation Administration (FAA) in order to expand and remodel the Airline Ticket Counters, offices, break rooms, and operational spaces including the installation of a new In-Line Baggage Belt System.

During the previous 5-year Terminal Expansion Construction Project, the Airport built new concourses and provided additional airline gate and ramp space, a large welcoming lobby and a new TSA screening area, more bathrooms, a gift shop, restaurant and bars, which were all completed in October of 2024. Now it is time to begin the next phase of Terminal Building Improvements that will add more ticket counters for additional airlines, reconfigure existing airline operational space, and install a new in-line baggage belt system. Specifically, this project will encompass three primary components aimed at enhancing airline and TSA operational efficiencies and providing our passengers with an excellent customer experience. The first component involves moving the existing TSA baggage screening machines out of the lobby and relocating them behind the ticket counters, which will free up valuable space to provide more room for queuing of passengers checking in for flights and dropping off luggage. In order to do this, a new in-line baggage belt system will need to be installed behind the ticket counters that will transfer bags to a back room where they will be screened and then moved to a centralized drop area for all airlines to pick them up and load them onto an aircraft. The second component focuses on a comprehensive remodel of the existing airline operational space behind the ticket counters to make it more functional and provide additional space for existing and new airlines. The third component will build additional ticket counter check-in locations, allowing the opportunity for new airlines to begin operating at BIL. These initiatives aim to modernize the terminal, improve operational efficiency, and prepare the airport for future growth.

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

M-M will also complete all structural, mechanical, plumbing, fire suppression, electrical and information technology plans including hiring sub-consultants to complete some of the work. Collaborative Design Architects (CDA) will provide the architectural design and Swanson Rink, an aviation consultant, will design the inline baggage belt handling system for the airport. This schematic design work is estimated to take approximately six months to complete and then a General Contractor Construction Manager (GCCM) will be chosen later this fall to assist the team with project scheduling, phasing, and budgeting. The construction is estimated to begin in January of 2026, cost approximately $15 million and take two years to complete.

ALTERNATIVES

City Council may:

- Approve Amendment 27 for the engineering fees with M-M; or,
- Not Approve Amendment 27 with M-M, delay the project and advise staff on how to proceed

FISCAL EFFECTS

The total cost of the engineering services in Amendment 27 are $1,019,570. Approximately 75% or $760,000.00 of the fees will be paid with a combination of Passenger Facility Charge (PFC), Airport Improvement Project and Bipartisan Infrastructure Law (BIL) grant funds, and 25% or $259,570.00 will be paid with local share dollars that are available in the Airports Capital Account and Construction fund.

Attachments

Amendment 27_Terminal Ticketing

AMENDMENT NO. TWENTY-SEVEN (27)

TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT

DATED May 5, 2022

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

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

and

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

WITNESSETH:

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by Amendment TWENTY-SEVEN (27) for the Terminal Ticketing Area.

The general scope of work is to work through schematic design (phase I) and design development (phase II) phases for the ticket area.

Section A2 - SERVICES OF ENGINEER

A2.01 Design and Construction Administration of Airport Improvement Projects

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.)
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.) – Not applicable
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.) – Not applicable
- Phase V Construction Phase Services including Resident Project Representative (Master Agreement Section 2.01 B.) – Not applicable
- Phase VI Project Closeout (Master Agreement Section 2.01 B.)

A2.02 Basic Services

The Billings Logan International Airport terminal project encompasses three primary components aimed

at enhancing operational efficiency and passenger experience. The first involves the development of a new inline baggage handling system, centralizing TSA bag processing behind the secure area in a roughly 12,000 sf space, and integrating conveying systems for all airlines to TSA processing and a new handling carousel. This includes TSA processing lines, scanning systems, and associated facilities such as offices, restrooms, and break areas. Additionally, the design must account for current and future tug traffic, which will be significantly impacted by the new carousel locations and the potential relocation of air service provider offices. The second component focuses on a comprehensive remodel of the existing airline operations suites, encompassing 12,000-15,000 square feet, with the possibility of completely relocating these spaces to accommodate more service providers and create flexible, decentralized configurations.

The third component involves designing and coordinating approximately 12,000 square feet of new check-in areas to expand capacity, supported by interior design concepts and renderings that align with the airport's most recent terminal remodel aesthetic. Maintaining functionality throughout construction is critical, necessitating detailed project phasing analysis to ensure seamless operations across all configuration options. These initiatives collectively aim to modernize the terminal, improve operational efficiency, and prepare the airport for future growth.

The rough construction cost estimate for the project description is $15 million. A GCCM contractor will be on the project team assisting with project schedule, phasing, and budgets.

The fees include architectural, structural, site/civil, electrical, mechanical, plumbing, IT/security, fire protection, and survey. Swanson Rink is a sub-consultant on the project team to provide baggage handling services. Move the TSA baggage screening from queuing area to a centralized baggage handling screening area with bag belts, security room, and baggage pick up for the airlines.

SCOPE of ARCHITECTURAL WORK

I. PHASE I – Schematic Design

- As-built documentation for relevant project areas and limited peripherals as outlined below.
    - To include building elements commonly understood as architectural scope including, vertical and horizontal assemblies, overall building envelope as well as interior walls, floors, and finishes where applicable. No selective demolition is anticipated.
    - Modeling will generally comply with a Level of Development (LOD) as defined in the currently adopted Level of Development Specification published by BIM FORUM.
    - As Built to be completed to a level consistent with the design process.
    - Record drawings are available and are anticipated to be a reliable reflection of assembly construction and materials.
    - Existing physical locations are to be confirmed as required by LOD outlined below.
- As-built documentation LOD: See Exhibit A
    - 34,000 sf partial lower level modeled at LOD 200
    - 60,000 sf partial lower level modeled at LOD 300
    - 30,000 sf partial upper level to be modeled at LOD 100
- Programming Analysis and related meetings
- Documentation of programming in spreadsheet table format
- Coordination and meetings with Baggage Logistics/Equipment Consultant
- IBC Code Review
- IBC Code Strategy and Approach
- Coordinate with owners' consultants for Geotechnical Engineering
- Preparation of assets as required for project permissions and funding
- Schematic design phase services include:
    - Building code analysis
    - Evaluating program of functional spaces
    - Facilitate meetings with individual airline operators

- o Facilitate regular meetings with BIL aviation leadership, engage stakeholders as needed.
- o Proposed schematic building plans
- o Three-dimensional, massing model
- o Conceptual presentations and preparation
- o Development of multiple complete, viable SD versions including:
  - Multiple viable options for baggage handling equipment location
  - Schematic Design of multiple working alternatives for peripheral spaces for each given handling equipment location.
  - Multiple options/iterations per viable SD Version

III. Phase II – Design Development

- Design development services include:
  - o Phasing plan developed in cooperation with GCCM input
  - o Building areas and volumes fixed
  - o Drawings and other documents to illustrate the size and character of the Project as to architectural, structural, mechanical and electrical systems
  - o Building design modified to conform with client budget with respect to costing evaluation provided by GCCM contractor
  - o Fully develop the code compliance sheets with fire resistive rated construction, occupancy classifications and exiting analysis
  - o Finalize the accessibility compliance drawings
  - o Conduct meetings with building code officials to validate design and phasing approach
  - o Update Structural Design Criteria
  - o Update MEP/FP Performance Criteria to align with design direction
  - o Update Building Envelope Performance Criteria to align with design direction
  - o Develop floor plan and interior elevations.
  - o Define preliminary interior material and finish selections
  - o Provide building sections
  - o Coordinate design development direction of Mechanical, Electrical, Structural Engineering teams

Project Management

Attending all the meetings and coordination with the team and the airport. FAA documentation which includes:

1. Attend scoping meeting, develop scope, fees and project schedule. Coordinate with design team on their role, expectations, and scope/fee submittals.

2. Communicate project progress with the OWNER and FAA-Helena ADO. Manage the services of the design team (including all engineering disciplines and subconsultants), provide oversight and quality control, check documents and organize project information. Milestone meetings will also include a review of project costs and schedule updates. The following are estimated communication points used to properly manage the project:
   - Kick-Off Meeting
   - Pre-Design Meeting w/ OWNER and FAA
   - Internal Design Team Meetings (bi-weekly)
   - OWNER Progress Meetings (bi-weekly beginning week of February 10, 2025)
   - OWNER Milestone Submittal Meetings (2 meetings)
   - GC/CM Progress Meetings (4 meetings)
   - Tenant Progress Meetings (2 total)
   - TSA and Airline Coordination
   - FAA Coordination

3. Coordinate, prepare and submit the following project documents on behalf of the OWNER:
   - FAA Grant Application(s)
   - Environmental Documentation (CAT-EX) – complete already

- 7460 for Airspace Analysis
- TSA funding – Swanson Rink has submitted
- Preliminary Design Report
- Preliminary Construction Safety and Phasing Plan
- Schematic Design Grant Closeout Report
- Monthly Invoicing and Request For Reimbursement paperwork
- Assist the OWNER in developing a project budget and cash flow reports

4. Assist the OWNER in the selection of a General Contractor/Construction Manager (GC/CM).
    - Develop Request For Qualifications (RFQ)
    - Attend pre-submission RFQ meeting
    - Respond to Requests For Information (RFI)
    - Analyze RFQ submissions, review with selection team
    - Develop interview questions
    - Attend interviews
    - Finalize selection with team and follow-up debriefing meetings

Survey

Schematic Design

Complete a topographic survey using a scanner in the ticket counter queuing, ticket office (outer walls), north of tickets, and all areas shown on Exhibit A, page 1. Scan information will be modeled in house and delivered to architect for modeling.

Civil

Schematic Design

Review utility maps, record drawings, survey information for all site utilities in the area for connection. Review the architectural schematic site plan and integrate into the civil site plan. Future sewer and water connections are anticipated under the SD phase.

Design Development

1. Develop a detailed site plan following the final building footprint from the Architect.
2. A detailed utility plan will be developed and coordinated with project mechanical, electrical, low voltage and fire protection Engineer for points of connection for building utilities. It is anticipated that utility providers or others will design dry utility connections; routes of new dry utility service will be shown on civil site plan. Site lighting will be shown on site plan for locations as determined by others.
3. A site demolition plan will be developed for clearing of the property and any necessary abandonment of water and sewer services.

Structural

Schematic Design Phase

1. Coordinate with the project geotechnical engineer as required for them to complete their geotechnical site investigation and report.
2. Research alternatives and select the foundation system for the building based on the structural system requirements and geotechnical recommendations.
3. Research, collect system cut sheets and loading data, and coordinate preliminary locations on specialty systems requiring unique structural support, such as, but not limited to:
    a. Elevators
    b. Curtain Walls
    c. Movable Partitions
    d. Safety Tie-offs
4. Deliver a written schematic design narrative describing the primary structural and foundation system.
5. Review cost estimates prepared by others as requested.

Design Development Phase

1. Finalize research and select the primary structural framing systems
2. Finalize building geometric configuration, including:

    a. Floor-to-floor heights
    b. Grid system and location
    c. Building orientation
3. Develop the primary components of the gravity, lateral load resisting systems, and the foundation system.
4. Develop concepts for framing stairways and elevator shafts.
5. Continue coordination with the Architect to develop concepts for framing exterior awnings, canopies, and rooftop screen walls and/or penthouses.
6. Continue to coordinate with Architect on other specialty system designs.
7. Develop concepts for non-load-bearing exterior wall framing.
8. Continue to develop the structural Revit model to a level consistent with the progress of design.
9. Develop standard structural details and project specific sections and details.
10. Deliver PDF design development drawings consisting of general structural notes, typical details, schematic building sections, and foundation and framing plans.
11. Deliver Word format outline specifications, or short form of the structural-related sections in Divisions 03, 04, 05, and 06.

Mechanical – HVAC

Schematic Design Phase

1. Work with the Owner and the Architect to select a mechanical system during schematic design. We do not anticipate developing more than one system beyond the schematic level, meaning we anticipate defining the mechanical system moving into design development and the construction document phases of the project.
2. Deliver a written schematic design narrative describing the mechanical HVAC system.

Design Development Phase

1. We will provide design of heating ventilation and air conditioning (HVAC) systems for the building. We have assumed the system will include the following in the development of our fees:
    a. Provide the preliminary design for the new gas-fired or hot water air handling systems to serve the remodeled areas. Cooling will be provided through the air handlers with DX coils.
    b. All new equipment will be provided with DDC controls and connected into the existing building temperature controls system.
    c. Heating and cooling zones will be established based on building exterior exposures and interior heat gains.
    d. Natural gas distribution system.
2. The HVAC design will extend up to 5-feet from the exterior perimeter of the building where the site civil engineer will show work from that point to their connection/termination.

Exclusions:

1. Energy modeling or building energy simulation.
2. Commissioning of mechanical systems.
3. Alternative energy systems such as, solar hot water, and geothermal.

Mechanical – Plumbing

Schematic Design Phase

1. Deliver a written schematic design narrative describing the primary plumbing systems.

Design Development Phase

1. Provide design of the following plumbing systems or components:
    a. Domestic water distribution system.
    b. Domestic hot water heating equipment.
    c. Sanitary waste and vent piping.
    d. Roof drainage systems.
2. The plumbing design will extend up to 5-feet from the exterior perimeter of the building where the site civil engineer will show all work from that point to their connection/termination.

Exclusions:

1. Radon abatement systems.

2. Design of roof drainage scuppers, gutters and downspouts.
3. Foundation drainage systems.
4. Camera-scoping of existing sanitary and roof drainage piping.

Fire Suppression – Delegated Design

Schematic Design Phase

1. Deliver a written schematic design narrative describing the primary fire suppression systems.

Delegated Design Phase

1. Provide a fire suppression delegated design set that will include the following:
   - Applicable code and standard references.
   - Design density requirements.
   - Riser location, schematic detail including associated valves, fittings, and minimum size.
   - Calculate approximate fire sprinkler system demand.
   - Hazard classifications and associated design densities.
2. Provide PDF documents consisting of general notes, schedules, details, fire sprinkler hazard plans, and section views.
3. At the end of the Design Development phase, we will determine if there are enough record drawings for full shop drawing design. If not, this will be completed as a delegated design for the contractor to complete during demo and construction.

Exclusions:

1. Site visits to document existing conditions.
2. Design is based on following prescriptive code criteria of applicable NFPA Codes and local jurisdiction requirements. Insurance requirements, waivers, equivalencies are excluded from this scope of work.
3. Development or review of life safety drawings or building fire code analysis.
4. Commissioning or testing of fire protection system(s).
5. Hydrant flow testing (to be completed by others).

Electrical

Schematic Design Phase

1. Deliver a written schematic design narrative describing the primary electrical systems.

Design Development Phase

1. Provide design of the electrical distribution system for the building remodel that is connected to the existing electrical service. This requires an initial estimated load calculation, in addition to final NEC calculated demand loads.
2. Provide a power system layout and circuiting for the building remodel.
3. Provide luminaire options for the Architect's selection to meet the needs of each space in the building remodel.
4. Provide a lighting layout and circuiting for the building remodel. Luminaire layout will be limited to two revisions.
5. Provide an interior lighting control system layout that meets the requirements of the International Energy Conservation Code (IECC).
6. Provide the design of a fire alarm system in the building remodel. This will be a delegated design. All battery calculations, wiring layouts, and manufacturer specific design will be done by the Contractor.

Information and Communications Technology (ICT)

Schematic Design Phase

1. Deliver a written schematic design narrative describing the primary ICT systems.

Design Development Phase

1. Provide design of fiber optic backbone cabling which includes fiber type and strand count, connector type, patch panels, source to destination routing, and testing requirements.
2. Provide design of design category 6/6A & coaxial cabling infrastructure which includes the following:

a. Horizontal cabling with conduit / j-hook / cable tray infrastructure and cable pathways/routing throughout the building. Horizontal cabling includes work area outlet, conduit infrastructure to ceiling, cabling pathways back to a patch panel inside a rack with testing requirements.
b. IT equipment room design which includes design of equipment racks with patch panels, cable management, ladder rack, backboards, and grounding. Passive equipment only.
c. Wireless access point (wi-fi) design.

3. Provide design of access control system which includes cabling, controllers, I/O boards, card readers, power supplies, access cards, request to exit devices and door position switches. We will provide coordination with electrical engineer on power requirements and coordination with the Architect provided door hardware schedule.
4. Provide design of the video surveillance system which includes camera layout and design with Owner direction for coverage required, rack mounted video recording, and the video management system.
5. Provide design of intrusion detection system, including the layout and design with Owner direction for requirements.
6. Provide design of the overhead paging system, including head end equipment, speaker selection and cabling design.

Section A3 – Owner's Responsibilities

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

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

Section A4 - Times for Rendering Services

Phase	Completion Date
Phase I – Programming and Pre-Design Activities	March 2025
Phase II – Preliminary Design Engineering	September 2025
Phase III –Final Design Engineering	NA
Phase IV – Bidding Assistance	NA
Phase V - Construction Phase Services	NA
Phase VI – Project Closeout Services	October 2025

Section A5 - Payments to ENGINEER

A5.01 Effective Rates for this Task Amendment

A. The approved federal overhead rate in effect on the date of this Amendment is 208.90 %.
B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Amendment is estimated to be $ 1,019,570 based on the following assumed distribution:

Phase	Method of Payment		Compensation
Phase I – Programming & Pre-Design Activities	**Lump Sum**		**$ 407,828**
Phase II – Preliminary Design Services	**Lump Sum**		**$ 604,242**
Phase III – Final Design Services	**Lump Sum**		**$ -**
Phase IV – Assistance in the Bidding Process	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$0	
	Reimbursable Expenses	$0	
	Subconsultant Costs	$0	
	Estimated Total Cost	$0	
	Fixed Fee	$0	
	Total Estimated Compensation		**$ -**
Phase V - Construction Phase Services	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$0	
	Reimbursable Expenses	$0	
	Subconsultant Costs	$0	
	Estimated Total Cost	$0	
	Fixed Fee	$0	
	Total Estimated Compensation		**$ -**
Phase VI – Project Closeout Services	**Lump Sum**		**$ 7,500**
TOTAL COMPENSATION THIS TASK AMENDMENT			**$ 1,019,570**

Section A6 - CONSULTANTS:

Swanson Rink

Provide baggage Handling System design for the project. Working with TSA and our design team on the project to provide baggage belt layout, schematic design, TSA grant application process. This will include bi-weekly meetings, TSA coordination, on site visits, and modeling for a new TSA sorting facility behind airline ticket counters and offices.

Collaborative Design Architects (CDA)

CDA is a subconsultant to Morrison Maierle and will provide all the key architectural design and documents for the project. (See Scope of work above).

Asbestos Reporting – Morrison Maierle will get quotes from firms.

Geotechnical – Morrison Maierle will get quotes from firms. Rimrock has completed exploratory work in the past.

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

None

Section A8 - ATTACHMENTS:

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

Section A9 - APPROVAL AND ACCEPTANCE:

A9.01 Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Pre-Design Activities on the Project on January 1, 2025, which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

The Effective Date of this Amendment is as written above.

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment TWENTY-SEVEN (27) on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: Jill A. Cook

3/24/2025

DATE: _____

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

Amendment 27
DESIGN ENGINEERING BUDGET

Engineering Services			Total Man-hours	Labor Rate	Total
Professional Services for			*2,050*	*$184.44*	*$378,100*
Expenses					
Vehicle (Company)	$1,200				
Vehicle (Rental)	$0				
Air Travel (Commercial)	$0				
Air Travel (Charter)	$0				
Meals	$0				
Lodging	$0				
Survey Supplies	$3,000				
Survey Equipment	$200				
Printing	$0				
Full Size ALP Printing + Postage	$0				
Total Expenses	$4,400				
Professional Charges	$637,070	subconsultants			

Total MU Labor	*$378,100*
Total Direct Expenses	*$4,400*
Total MU Labor & Expenses & Fixed Fee	*$382,500*
Professional Expenses	*$637,070*
Total Lump Sum for Design Phase	***$1,019,570***

Exhibit B

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

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

Summary of Agreements for Professional Engineering Services (Cont.)					
Description			**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 19	West Sewer and Water Expansion				
PHASE I - DESIGN		TABLE 1A	*$14,495*		$14,495
PHASE II - CONSTRUCTION		TABLE 2A	*$30,380*	*$4,470*	$34,850
TOTAL	**Amendment No. 19**		***$44,875***	***$4,470***	***$49,345***
Amendment No. 20	MET Bus Wash				
PHASE I - DESIGN		TABLE 1A	*$35,670*		$35,670
PHASE II - CONSTRUCTION		TABLE 2A	*$13,326*	*$994*	$14,320
TOTAL	**Amendment No. 20**		***$48,996***	***$994***	***$49,990***
Amendment No. 21	MET Transit Camera System and Sidewalk Modifications				
PHASE I - DESIGN		TABLE 1A	*$25,200*		$25,200
PHASE II - CONSTRUCTION		TABLE 2A	*$9,317*	*$1,383*	$10,700
TOTAL	**Amendment No. 21**		***$34,517***	***$1,383***	***$35,900***
Amendment No. 22	Runway 7/25 Extension and Reconstruction				
PHASE I - DESIGN		TABLE 1A	*$324,845*		$324,845
PHASE II - CONSTRUCTION		TABLE 2A	*$20,684*	*$3,101*	$23,785
TOTAL	**Amendment No. 22**		***$345,529***	***$3,101***	***$348,630***
Amendment No. 23	Pavement Condition Index Study				
PHASE I - DESIGN		TABLE 1A	*$72,330*		$72,330
PHASE II - CONSTRUCTION		TABLE 2A			$0
TOTAL	**Amendment No. 23**		***$72,330***	***$0***	***$72,330***
Amendment No. 24	Overlook Road Rehabiliation				
PHASE I - DESIGN		TABLE 1A	*$63,700*		$63,700
PHASE II - CONSTRUCTION		TABLE 2A	*$53,103*	*$7,012*	$60,115
TOTAL	**Amendment No. 24**		***$116,803***	***$7,012***	***$123,815***
Amendment No. 25	2025 Land Acquisition				
PHASE I - DESIGN		TABLE 1A	*$24,020*		$24,020
PHASE II - CONSTRUCTION		TABLE 2A	*$0*	*$0*	$0
TOTAL	**Amendment No. 25**		***$24,020***	***$0***	***$24,020***
Amendment No. 26	MET Transit Addition Construction Administration				
PHASE I - DESIGN		TABLE 1A			
PHASE II - CONSTRUCTION		TABLE 2A	*$25,000*	*$0*	$25,000
TOTAL	**Amendment No. 26**		***$25,000***	***$0***	***$25,000***
Amendment No. 27	Terminal Ticket Area				
PHASE I - DESIGN		TABLE 1A	*$1,019,570*		$1,019,570
PHASE II - CONSTRUCTION		TABLE 2A	*$0*	*$0*	$0
TOTAL	**Amendment No. 27**		***$1,019,570***	***$0***	***$1,019,570***

City Council Regular

Date:	04/28/2025
Title:	Approval of Amendment 28 with Morrison-Maierle for Engineering Services on the Runway 7/25 Reconstruction and Extension Project
Presented by:	Shane Ketterling, Assistant Director of Aviation and Transit
Department:	Airport
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council approve Amendment 28 with Morrison-Maierle, Inc. for the engineering services associated with the reconstruction and extension of Runway 7/25 in the amount of $650,560.00

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

On May 5, 2022, the City Council approved a five-year contract with Morrison-Maierle, Inc. (M-M) to provide all pre-design, scope of work activities, survey, plans and specifications, project management and closeout reports for the Aviation & Transit Department for all civil engineering work required during the five-year term. This base contract with M-M is amended each time a new project is undertaken. Amendment 28 for $650,560 will provide funding for M-M to provide all construction management oversight and complete closeout reports in order for a contractor to reconstruct and extend Runway 7/25.

Runway 7/25 is the only crosswind runway at the Airport which was originally built in 1991 and has now exceeded its useful life and needs to be replaced. The Federal Aviation Administration (FAA) has also determined that the end of Runway 7 intersects the general aviation Runway 10R/28L and no longer meets airfield geometry standards. This project will resolve both of these problems by removing and replacing the asphalt surface full-depth and relocating the end of Runway 7 so it no longer intersects the general aviation runway. A new connector taxiway will also be built, all incandescent runway lighting and informational signs will be replaced with new LED lighting and the overall length of the reconstructed runway will increase, allowing larger and heavier aircraft to operate on it.

On November 11, 2024, City Council approved Amendment 22 for $348,630 with M-M to create the scope of work, survey, conduct preliminary and final design activities, prepare plans and specifications and provide bidding assistance to reconstruct and extend Runway 7/25, which has now been completed. Additionally, on March 3, 2025, City Council approved the low bid award from Askin Construction in the amount of $6,169,295.00 to perform the construction on Runway 7/25 which will begin in May and take approximately six months to complete. Amendment 28 for $650,560 with M-M for the construction management oversight will be the final piece of the puzzle in order to complete this major runway reconstruction project.

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

ALTERNATIVES

City Council may:

- Approve Amendment 28 for the engineering fees with M-M; or,
- Not Approve Amendment 28 with M-M, delay this important safety-critical runway project and advise staff on how to proceed

FISCAL EFFECTS

The total cost of the engineering services in Amendment 28 are $650,560. These fees will be funded 95% with FAA Airport Improvement Program (AIP) grant funds and 5% with local match funds. The FAA's grant funding will be $618,032 and the Airport's local match will be $32,528. The local match funds are budgeted and available in the Airport's Capital Account and will be reimbursed at a later date through the Airport's Passenger Facility Charge (PFC) program. Ultimately, all of these engineering fees are paid for with federal funding or PFC's and essentially do not cost the City or Airport anything.

Attachments

Amendment 28_RWY7/25

AMENDMENT NO. TWENTY-EIGHT (28)

TO
AGREEMENT FOR ENGINEERING SERVICES
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT

DATED May 5, 2022

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

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

and

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

WITNESSETH:

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by Amendment TWENTY-EIGHT (28) for Runway 7/25 Extension and Reconstruction.

The general scope of work is to provide Construction Administration, survey, on-site representation, and AGIS closeout documentation for reconstruction of Runway 7/25 with extensions on both runway ends.

Section A2 - SERVICES OF ENGINEER

A2.01

Design and Construction Administration of Airport Improvement Projects

- Phase I Programming and Pre-Design Activities for the Project (Master Agreement Section 2.01 B.)
- Phase II Preliminary Design Engineering for the Project (Master Agreement Section 2.01 B.) – Under Amendment 20 in 2020.
- Phase III Final Design Engineering for the Project (Master Agreement Section 2.01 B.) – Under Amendment 22 in 2024
- Phase IV Assistance in the Bidding Process (Master Agreement Section 2.01 B.) – Under Amendment 22 in 2025
- Phase V Construction Phase Services including Resident Project Representative (Master Agreement Section 2.01 B.)
- Phase VI Project Closeout (Master Agreement Section 2.01 B)

A2.02 Basic Services

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

Runway 7/25 project includes the extension of both runway thresholds to fix the existing pavement geometry to meet required FAA safety standards. This project includes removal of the existing pavement section (4" asphalt over 8" 100% millings), regrade and compact existing subgrade, build new pavement section (4" asphalt over 8" P-208) on existing runway and on the runway extension. Taxiways "H" and "D" will also be extended and relocated to meet B-II design standards and connect to the new runway ends. Final design for storm drainage with new inlets, pipe, and final design grading with details of runway/taxiway striping, lighting, signage, PAPIs, REILs, and wind cone. This project has been added into the AGIS system for new runway end locations, imagery will be completed under the final design in the fall. The reconstruction cost is $6.2 million with bid opening 2025 prices.

Construction Phase

- This will include construction observation time, project management during the project, and survey.
- The Runway 7/25 project is a 180 calendar-day project. There will be one RPR on site throughout the project and during busy construction operations a second RPR will be on site for no more than 60 calendar days.
- Prepare weekly FAA observation reports, review shop drawings and submittals, all geotech testing reports and acceptance testing, final inspection for FAA acceptance.
- Survey will include catch limits, excavation; subgrade grades and acceptance; base course grade and acceptance; paving 2 lifts grades and acceptance; AGIS profile grades, PAPI layout, REIL layout; windsock; all light locations; storm drain infrastructure; and final pavement marking layout.
- AGIS data and record drawing information. Closeout reports, review DBE, Lien releases and ALP update.

Section A3 – Owner's Responsibilities

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

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

Section A4 - Times for Rendering Services

Phase	Completion Date
Phase I – Programming and Pre-Design Activities	March 2025
Phase II – Preliminary Design Engineering	Complete - NA
Phase III –Final Design Engineering	Complete - NA
Phase IV – Bidding Assistance	Complete – NA
Phase V - Construction Phase Services	April 2025
Phase VI – Project Closeout Services	January 2026

Section A5 - Payments to ENGINEER

A5.01 Effective Rates for this Task Amendment

A. The approved federal overhead rate in effect on the date of this Amendment is 208.9 %.
B. Per Diem, Subsistence and Transportation rate shall be as set forth in the Federal Travel Regulations.

A5.02. Summary of Total Compensation

The total compensation for services identified under this Amendment is estimated to be $ 589,570.00 based on the following assumed distribution:

Phase	Method of Payment		Compensation
Phase I – Programming & Pre-Design Activities	**Lump Sum**		**$ -**
Phase II – Preliminary Design Services	**Lump Sum**		
Phase III – Final Design Services	**Lump Sum**		**$ -**
Phase IV – Assistance in the Bidding Process	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$0	
	Reimbursable Expenses	$0	
	Subconsultant Costs	$0	
	Estimated Total Cost	$0	
	Fixed Fee	$0	
	Total Estimated Compensation		**$ -**
Phase V - Construction Phase Services	Cost Plus Fixed Fee		
	Direct Labor, Payroll & Overhead	$487,835	
	Reimbursable Expenses	$17,550	
	Subconsultant Costs	$45,000	
	Estimated Total Cost	$550,385	
	Fixed Fee	$73,175	
	Total Estimated Compensation		**$ 623,560**
Phase VI – Project Closeout Services	**Lump Sum**		**$ 27,000**
TOTAL COMPENSATION THIS TASK AMENDMENT			**$ 650,560**

Section A6 - CONSULTANTS:

Rimrock Engineering – Geotechnical Acceptance Testing

Section A7- OTHER MODIFICATIONS TO MASTER AGREEMENT:

None

Section A8 - ATTACHMENTS:

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

Section A9 - APPROVAL AND ACCEPTANCE:

A9.01 Approval and Acceptance of this Amendment, including the attachments listed above, shall incorporate this document as part of the Master Agreement. Engineer is authorized to begin performance of Programming and Construction Administration on the Project on April 1, 2025, which date is confirmed upon receipt of a copy of this Amendment signed by **Owner**.

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

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment TWENTY-EIGHT (28) on _____.

CONSULTANT

Morrison-Maierle, Inc.

BY: Jill A. Cook

4/4/2025

DATE: _____

OWNER

City of Billings

BY: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Exhibit A

Amendment 28
Phase VI - Closeout Report

Engineering Services			Total Man-hours	Labor Rate	Total
Professional Services for			*154*	*$175.32*	*$27,000*
Expenses					
Vehicle (Company)	$0				
Vehicle (Rental)	$0				
Air Travel (Commercial)	$0				
Air Travel (Charter)	$0				
Meals	$0				
Lodging	$0				
Survey Supplies	$0				
Survey Equipment	$0				
Printing	$0				
Full Size ALP Printing + Postage	$0				
Total Expenses	$0				
Professional Charges	$0	subconsultants			

Total MU Labor	*$27,000*
Total Direct Expenses	*$0*
Total Fixed Fee	*$0*
Total MU Labor & Expenses & Fixed Fee	*$27,000*
Professional Expenses	*$0*
Total Lump Sum for Design Phase	***$27,000***

Amendment 28
ENGINEERING BUDGET
Phase V - Construction Administration

Engineering Services			Total Man-hours	Labor Rate	Total
Professional Services			*2,962*	*$164.70*	*$487,835*
Expenses					
Vehicle (Company)	$4,950				
Vehicle (Rental)	$3,200				
Air Travel (Commercial)	$0				
Air Travel (Charter)	$0				
Meals	$0				
Lodging	$0				
Survey Supplies	$400				
Survey Equipment	$9,000				
Printing	$0				
Full Size ALP Printing + Postage	$0				
Total Expenses	$17,550				
Professional Charges	$45,000	subconsultants			

Total MU Labor	*$487,835*
Total Direct Expenses	*$17,550*
Total MU Labor & Expenses	*$505,385*
Fixed Fee	*$73,175*
Professional Expenses	*$45,000*
Total Cost Plus Fixed Fee for CA	***$623,560***

Exhibit B

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

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

Summary of Agreements for Professional Engineering Services (Cont.)					
Description			**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 19	West Sewer and Water Expansion				
PHASE I - DESIGN		TABLE 1A	*$14,495*		$14,495
PHASE II - CONSTRUCTION		TABLE 2A	*$30,380*	*$4,470*	$34,850
TOTAL	**Amendment No. 19**		***$44,875***	***$4,470***	***$49,345***
Amendment No. 20	MET Bus Wash				
PHASE I - DESIGN		TABLE 1A	*$35,670*		$35,670
PHASE II - CONSTRUCTION		TABLE 2A	*$13,326*	*$994*	$14,320
TOTAL	**Amendment No. 20**		***$48,996***	***$994***	***$49,990***
Amendment No. 21	MET Transit Camera System and Sidewalk Modifications				
PHASE I - DESIGN		TABLE 1A	*$25,200*		$25,200
PHASE II - CONSTRUCTION		TABLE 2A	*$9,317*	*$1,383*	$10,700
TOTAL	**Amendment No. 21**		***$34,517***	***$1,383***	***$35,900***
Amendment No. 22	Runway 7/25 Extension and Reconstruction				
PHASE I - DESIGN		TABLE 1A	*$324,845*		$324,845
PHASE II - CONSTRUCTION		TABLE 2A	*$20,684*	*$3,101*	$23,785
TOTAL	**Amendment No. 22**		***$345,529***	***$3,101***	***$348,630***
Amendment No. 23	Pavement Condition Index Study				
PHASE I - DESIGN		TABLE 1A	*$72,330*		$72,330
PHASE II - CONSTRUCTION		TABLE 2A			$0
TOTAL	**Amendment No. 23**		***$72,330***	***$0***	***$72,330***
Amendment No. 24	Overlook Road Rehabiliation				
PHASE I - DESIGN		TABLE 1A	*$63,700*		$63,700
PHASE II - CONSTRUCTION		TABLE 2A	*$53,103*	*$7,012*	$60,115
TOTAL	**Amendment No. 24**		***$116,803***	***$7,012***	***$123,815***
Amendment No. 25	2025 Land Acquisition				
PHASE I - DESIGN		TABLE 1A	*$24,020*		$24,020
PHASE II - CONSTRUCTION		TABLE 2A	*$0*	*$0*	$0
TOTAL	**Amendment No. 25**		***$24,020***	***$0***	***$24,020***
Amendment No. 26	MET Transit Addition Construction Administration				
PHASE I - DESIGN		TABLE 1A			
PHASE II - CONSTRUCTION		TABLE 2A	*$25,000*	*$0*	$25,000
TOTAL	**Amendment No. 26**		***$25,000***	***$0***	***$25,000***
Amendment No. 27	Terminal Ticket Area				
PHASE I - DESIGN		TABLE 1A	*$1,019,570*		$1,019,570
PHASE II - CONSTRUCTION		TABLE 2A	*$0*	*$0*	$0
TOTAL	**Amendment No. 27**		***$1,019,570***	***$0***	***$1,019,570***

Summary of Agreements for Professional Engineering Services (Cont.)					
Description			**Labor & Expenses**	**Fixed Fee**	**Total**
Amendment No. 28	Runway 7/25 Construction Administration				
PHASE I - DESIGN		TABLE 1A	*$27,000*	*$0*	$27,000
PHASE II - CONSTRUCTION		TABLE 2A	*$550,385*	*$73,175*	$623,560
TOTAL Amendment No. 28			***$577,385***	***$73,175***	***$650,560***

City Council Regular

Date: 04/28/2025
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 a three-year term, 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)

It is important to note that the terms custodian/custodial and janitor/janitorial are used interchangeably in the Facilities Management industry, but for the purposes of this memo, "custodian/custodial" is defined as a work product that is inclusive of cleaning services and consumables inventory management.

The City strives to adopt cost-effective practices relating to municipal operations for the benefit of taxpaying citizens of Billings. One such operation involves contracting or subcontracting after evaluating the economics involved (reference attachment A). Of primary importance to the City is protecting and maintaining the $43 million investment Billings taxpayers made in the purchase and renovation of new City Hall. Currently, the Facilities Division provides custodial services at New 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 in an office building is 1 FTE for 28,000 sf (reference attachments B and C). That would require 4.3 FTEs to effectively service New City Hall. In the past four years, the City has willingly sought approval for the addition of 39 Teamster positions when there was justified need and available funding for the positions. The Facilities Division is not equipped to tackle this obstacle under the current staffing model, nor is adding FTEs cost effective at this time. For FY26 It would require adding and hiring an additional two Facilities Maintenance Support I FTEs 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 of repairs, maintenance, and capital projects.

Benefits of outsourcing include:

- Cost savings of approximately $77,618 for the first year
  - Vendor guarantees pricing for 5 years with 3% escalator
- Less administrative time spent managing custodial issues, including:
  - Coordination of shift coverage
  - 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 and contract management of third-party vendors 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, security, lawncare and landscaping, 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

The City anticipates that four Facilities Division -- Maintenance Support I positions will be impacted by this situation, with three FTE employees being offered Maintenance Support I positions in other City work locations. These FTE employees will not lose their seniority should they accept the position. The fourth impacted FTE employee recently submitted their voluntary resignation to pursue employment elsewhere.

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 $70,000 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 $77,618 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 years, with options to extend into years 4 and 5. Therefore, the incurred expenses 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

Contract - Pride of Montana
Attachment A - Economic Analysis
Attachment B - IFMA Benchmark

Attachment C - Facilities Net Benchmark

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 April 30, 2028. The parties may extend this **AGREEMENT**, by mutual written concurrence for two one-year renewal options. Renewals must be signed no later than the final day of each term.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services set forth in Exhibit "A". In performing these services, the **CONTRACTOR** shall comply with all applicable federal, state and local statutes, rules and ordinances. 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.

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** an amount not to exceed 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". **CITY** will pay **CONTRACTOR** in twelve equal monthly payments in each **AGREEMENT** year as set forth in the pricing breakdown below. **CITY** will issue payment to **CONTRACTOR** within 30 days of receiving **CONTRACTOR's** monthly invoice. 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 in writing upon any extra charges before any extra charges are incurred.

Year	Price	Monthly Payments
1	$198,660.00	$16,555.00
2	$204,619.80	$17,051.65
3	$210,758.39	11 payments of $17.563.20, and 12th payment of $17.563.19
4	$217,081.15	11 payments of $18,090.09, and 12th payment of $18,090.16
5	$223,593.58	11 payments of $18,632.80, and 12th payment of $18,632.78

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**. The parties agree that neither **CONTRACTOR** nor any of **CONTRACTOR's** owners, officers, employees or agents are employees of the **CITY** for any purpose. **CONTRACTOR** and **CONTRACTOR's** owners, officers, employees or agents are 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, reckless or negligent act on the part of **CONTRACTOR** or its owners, officers, 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, expert fees and costs to the extent caused by the wrongful, reckless 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, expert fees and costs arise from any wrongful, reckless 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, expert fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful, reckless 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, reckless 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, reckless 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** wrongful, reckless 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 an independent contractor under Title 39, Chapter 71, 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 applicable 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, physical or mental disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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, 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, physical or mental disability, military service or veteran status, or marital status

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 will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The **CONTRACTOR** shall include the provisions of Subsections A through F 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**. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such

provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. 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. **TERMINATION:** This **AGREEMENT** may be terminated by either party for any reason and at any time 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. 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**.

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 parties as pertains to 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

_____

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

PRIDE OF MONTANA INC.

_____

SIGNATURE

_____

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, less City holidays, and include 3 hours of day porting. Hours of operations: 10am-2pm for day porting. 5pm and on for nightly services.
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	9	4	9	6
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

ATTACHMENT A

Option 1 - Current Staffing Model		
Management Staff/Non custodial work tasks*		
	Annual Hours	Expense
N35	104	$ 8,281
N03	20	$ 1,166
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

*Providing clarification that there is only one supervisor/manager for the Division. The hours listed here is the time spent on items that include both management time in addition to other tasks related to custodial work but are not actual custodial duties such as repairing equipment, invoicing, training, compliance, etc. This is not a complete list but a snap shot

Option 2 - Industry Bechmark Staffing Model		
Management Staff/Non custodial work tasks*		
	Annual Hours	Expense
N35	30	$ 2,388
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

1. ^Current FMS II (maintenance) employee is performing tasks of FMS I (janitorial) . As there is a vacant FMS II maintenance position, this employee would move to that assignment and that janitorial position would be backfilled with a new FMS I
2. Hire 2 new FMS I FTE
3. Create new Supervisor position

Option 3 - Vendor Ousource Staffing Model		
Management Staff		
	Annual Hours	Expense
N35	30	$ 2,388
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)

OPERATIONS AND MAINTENANCE SURVEY COMMITTEE MEMBERS

JC Blakely, CFM, PICA Management Resources, Inc.
Jean Boutet, IMS Health Canada Limited
Jonathan P. Bredemeier, CFM, Sears, Roebuck & Company
George Denise, CFM, Cushman & Wakefield, Adobe Systems
Buck Fisher, CFM, CFMJ, SAS
Jamie Galileo, Energy Solutions Arena
Peter Genovese, U.S. General Services Administration
George M. Gogola, CFM, CAE, College of American Pathologists
David Hornyak, Ohio Attorney General's Office
George Mansor, FMP, General Dynamics
Darrell Oldham, Hastings Mutual Insurance Company
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International Facility Management Association

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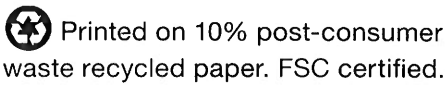


Research Report #32

OPERATIONS AND MAINTENANCE BENCHMARKS

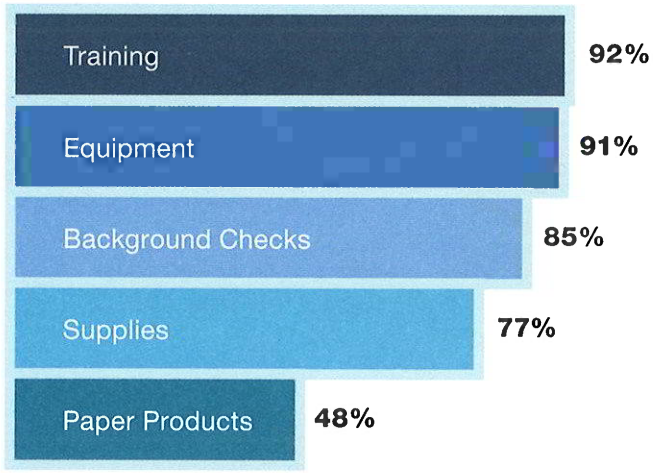
Janitorial Staffing

The following chart shows the average number of janitors, janitorial supervisors and project cleaners (special cleaning or floor crew) for different facility sizes. The median amount of floor area cleaned per janitor is 27,000 rentable square feet.

Facility Size (RSF)	N	Number of Janitor FTEs	Number of Janitorial Supervisor FTEs	Number of Project Cleaners, Special Cleaning or Floor Crew FTEs
Less than 50,000	85	3.2	1.0	2.2
50,000–100,000	89	3.7	1.0	2.6
100,001–250,000	132	6.7	1.3	2.7
250,001–500,000	109	13.1	1.7	3.3
500,001–750,000	33	18.7	1.8	3.7
750,001–1,000,000	20	23.2	3.0	4.0
1,000,001–1,250,000	12	24.8	3.8	6.1
1,250,001–1,500,000	13	33.4	4.6	6.2
1,500,001–2,000,000	7	41.8	4.0	6.0
2,000,001–3,000,000	12	88.8	5.9	7.8
3,000,001–5,000,00	8	143.7	12.1	19.0
More than 5,000,000	8	247.5	15.0	18.0

Contractor Practices

CONTRACTOR PROVIDES



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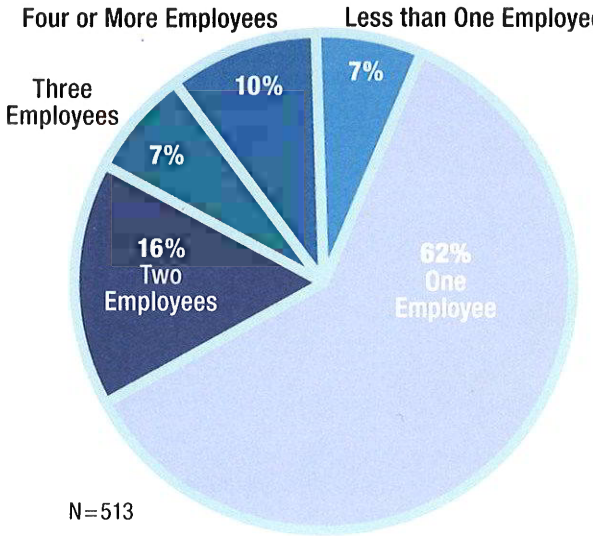
NUMBER OF IN-HOUSE EMPLOYEES SUPERVISING CONTRACT



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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

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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City Council Regular

Date:	04/28/2025
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 a three-year term, 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)

It is important to note that the terms custodian/custodial and janitor/janitorial are used interchangeably in the Facilities Management industry, but for the purposes of this memo, "custodian/custodial" is defined as work that is inclusive of cleaning services and consumables inventory management.

The City strives to adopt cost-effective practices relating to municipal operations for the benefit of taxpaying citizens of Billings. One such operation involves contracting or subcontracting after evaluating the economics involved (reference attachment A). 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. The majority of time and effort is 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 attachments B and C). However, since the needs at this location are different and more inline with an industrial setting, we would require 3 FTEs to effectively service the BOC. In the past four years, the City has willingly sought approval for the addition of 39 Teamster positions when there was justified need and available funding for the positions. The Facilities Division is not equipped to tackle the BOC needs under the current staffing model, nor is adding FTEs cost effective at this time.

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 (reference attachment A), 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 effort and resources on repairs, maintenance, and capital projects.

Benefits of outsourcing include:

- o Cost savings of approximately $55,360 for the first year
  - Vendor guarantees pricing for 5 years at a 3% escalator
- o Less administrative time spent managing custodial issues, including:
  - Coordination of shift coverage
  - Laundry service
  - Daily check-in and weekly sync meetings
  - Dispenser replacement
  - Safety Data Sheet inventory and updates
- o 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
- o Results
  - Vendors can have better control over results by using the ISSA 612 standard
- o Equipment
  - Vendor will provide all equipment to service building
  - Facilities will not need to maintain, repair, procure, or replace equipment
- o 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
- o 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
- o 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 and contract management of third-party vendors 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, security, lawncare and landscaping, 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

The City anticipates that four Facilities Division -- Maintenance Support I positions will be impacted by this situation, with three FTE employees being offered Maintenance Support I positions in other City work locations. These FTE employees will not lose their seniority should they accept the position. The fourth impacted FTE employee recently submitted their voluntary resignation to pursue employment elsewhere.

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 years, with options to extend into years 4 and 5. Therefore, the incurred expenses 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

Contract - ABM
Attachment A - Economic Analysis
Attachment B - IFMA Benchmark
Attachment C - Facilities Net Benchmark

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 April 30, 2028. The parties may extend this **AGREEMENT**, by mutual written concurrence for two one-year renewal options. Renewals must be signed no later than the final day of each term.

3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services set forth in Exhibit "A". In performing these services, the **CONTRACTOR** shall comply with all applicable federal, state and local statutes, rules and ordinances. 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.

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** an amount not to exceed four hundred thirty-nine thousand six dollars and seventy-one cents ($439,006.71) for the work described in the Scope of Work in Exhibit "A". **CITY** will pay **CONTRACTOR** in twelve equal monthly payments in each **AGREEMENT** year as set forth in the pricing breakdown below. **CITY** will issue payment to **CONTRACTOR** within 30 days of receiving **CONTRACTOR's** monthly invoice. 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 in writing upon any extra charges before any extra charges are incurred.

Year	Price	Monthly Payments
1	$142,032.00	$11,836.00
2	$146,292.96	$12,191.08
3	$150,681.75	11 payments of $12,556.81, and 12th payment of $12,556.84
4	$155,202.20	11 payments of $12,933.51, and 12th payment of $12,933.59
5	$159,858.27	11 payments of $13,321.52, and 12th payment of $13,321.55

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**. The parties agree that neither **CONTRACTOR** nor any of **CONTRACTOR's** owners, officers, employees or agents are employees of the **CITY** for any purpose. **CONTRACTOR** and **CONTRACTOR's** owners, officers, employees or agents are 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, reckless or negligent act on the part of **CONTRACTOR** or its owners, officers, 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, expert fees and costs to the extent caused by the wrongful, reckless 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, expert fees and costs arise from any wrongful, reckless 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, expert fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful, reckless 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, reckless 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, reckless 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** wrongful, reckless 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 an independent contractor under Title 39, Chapter 71, 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 applicable 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, physical or mental disability, military service or veteran status, or marital status by the persons performing this **AGREEMENT**. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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, 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, physical or mental disability, military service or veteran status, or marital status

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 will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination. This includes complying with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The **CONTRACTOR** shall include the provisions of Subsections A through F 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**. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. 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. **TERMINATION:** This **AGREEMENT** may be terminated by either party for any reason and at any time 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. 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**.

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 parties as pertains to 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

_____

WILLIAM A. COLE,
MAYOR

APPROVED AS TO FORM:

_____

CITY ATTORNEY'S OFFICE

ATTEST:

_____

DENISE BOHLMAN, CITY CLERK

AMB INDUSTRY GROUP, LLC

_____

SIGNATURE

_____

PRINT NAME

_____

PRINT TITLE

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. Hours of operations: 10am-2pm for day porting. 5pm and on for nightly services.
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

Floor Areas – Total

Floor	Area
1st floor	13,137 square feet

Floor Areas – Common Areas (shared TR and lobbies)

Floor	Area
1st floor	9,626 square feet

Toilet Rooms – Fixtures

Floor	Lavs	Water Closets	Urinals	Water Coolers	Showers
1st floor	5	5	3	2	5

Toilet Rooms – Dispensers

Floor	Soap	Toilet Paper	Paper Towels	Seat Covers	Napkin Cans	Napkin Dispenser
1st floor	13	5	2	5	2	1

Breakrooms – Fixtures and Dispensers

Floor	Soap	Toilet Paper	Paper Towels	Sinks
1st floor	2		1	1

Waste Cans

1st floor	
Size	**Quantity**
7 gallon	4
16 gallon	4
23 gallon	2
35 gallon	0

Location: Billings Operations Center – 4845 Midland Rd

Services to be provided on Tuesday and Thursday between the hours of 10am-2pm.
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			
Hallways/Common Areas	Weekly	Monthly	Quarterly	Yearly
Vacuum, mop, dust, and scrub floors	2			
Clean baseboards			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			

Floor Areas – Total

Floor	Area
1st floor	18,745 square feet

Floor Areas – Common Areas (shared TR and lobbies)

Floor	Area
1st floor	5,000 square feet

Toilet Rooms – Fixtures

Floor	Lavs	Water Closets	Urinals	Water Coolers	Showers
1st floor	3	3	1	0	1

Toilet Rooms – Dispensers

Floor	Soap	Toilet Paper	Paper Towels	Seat Covers	Napkin Cans
1st floor	3	2	3	1	0

Breakrooms – Fixtures and Dispensers

Floor	Soap	Paper Towels	Sinks
1st floor	1	1	1

Evidence Processing Areas x2

Floor	Soap	Paper Towels	Sinks
1st floor	2	2	2

Waste Cans

1st floor	
Size	**Quantity**
7 gallon	4
16 gallon	4
23 gallon	4
35 gallon	0

Location: Billings Operations Center – 4848 Midland Rd

Services to be provided Monday through Friday and include 3 hours of day porting M-F. Hours of operations: 10am-2pm for day porting. 5pm and on for nightly services.
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 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

Floor Areas – Total

Floor	Area
1st floor	26,159 square feet

Floor Areas – Common Areas (shared TR and lobbies)

Floor	Area
1st floor	15,000 square feet

Toilet Rooms – Fixtures

Floor	Lavs	Water Closets	Urinals	Water Coolers	Showers
1st floor	21	21	12	3	10

Toilet Rooms – Dispensers

Floor	Soap	Toilet Paper	Paper Towels	Seat Covers	Napkin Cans	Napkin Dispenser
1st floor	34	21	13	28	8	2

Breakrooms/Kitchenettes

Floor	Lavs	Soap	Paper Towels
1st floor	7	14	7

Waste Cans

1st floor	
Size	**Quantity**
7 gallon	2
16 gallon	10
23 gallon	0
35 gallon	10

Location: Billings Operations Center – 4850 Midland Rd

Services to be provided Monday through Friday. Hours of operations: 10am-2pm for day porting. 5pm and on for nightly services. 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		

Floor Areas – Total

Floor	Area
1st floor	300 square feet

Toilet Rooms – Fixtures

Floor	Lavs	Water Closets	Urinals	Water Coolers	Showers
1st floor	2	2	2	0	0

Toilet Rooms – Dispensers

Floor	Soap	Toilet Paper	Paper Towels	Seat Covers
1st floor	4	2	2	3

Waste Cans

1st floor	
Size	**Quantity**
7 gallon	0
16 gallon	2
23 gallon	0
35 gallon	0

ATTACHMENT A

Option 1 - Current Staffing Model		
Management Staff/Non custodial work tasks*		
	Annual Hours	Expense
N35	104	$ 8,281
N03	20	$ 1,166
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

*Providing clarification that there is only one supervisor/manager for the Division. The hours listed here is the time spent on items that include both management time in addition to other tasks related to custodial work but are not actual custodial duties such as repairing equipment, invoicing, training, compliance, etc. This is not a complete list but a snap shot

Option 2 - Industry Bechmark Staffing Model		
Management Staff/Non custodial work tasks*		
	Annual Hours	Expense
N35	30	$ 2,388
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

1. ^Current FMS II (maintenance) employee is performing tasks of FMS I (janitorial) . As there is a vacant FMS II maintenance position, this employee would move to that assignment and that janitorial position would be backfilled with a new FMS I
2. Hire 2 new FMS I FTE
3. Create new Supervisor position

Option 3 - Vendor Ousource Staffing Model		
Management Staff		
	Annual Hours	Expense
N35	30	$ 2,388
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)

OPERATIONS AND MAINTENANCE SURVEY COMMITTEE MEMBERS

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Jean Boutet, IMS Health Canada Limited
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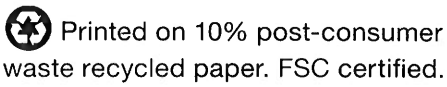


Research Report #32

OPERATIONS AND MAINTENANCE BENCHMARKS

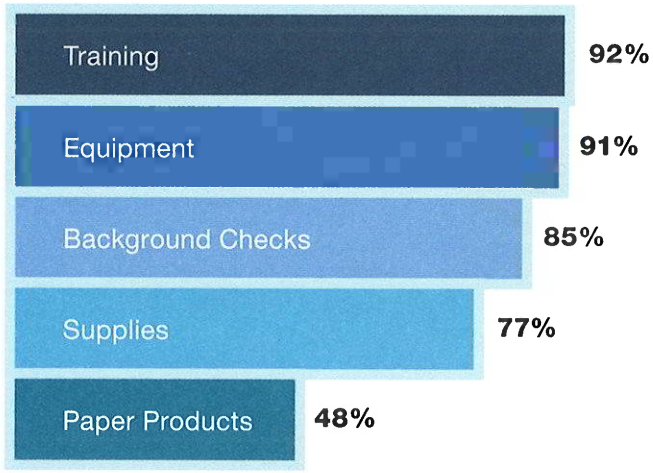
Janitorial Staffing

The following chart shows the average number of janitors, janitorial supervisors and project cleaners (special cleaning or floor crew) for different facility sizes. The median amount of floor area cleaned per janitor is 27,000 rentable square feet.

Facility Size (RSF)	N	Number of Janitor FTEs	Number of Janitorial Supervisor FTEs	Number of Project Cleaners, Special Cleaning or Floor Crew FTEs
Less than 50,000	85	3.2	1.0	2.2
50,000–100,000	89	3.7	1.0	2.6
100,001–250,000	132	6.7	1.3	2.7
250,001–500,000	109	13.1	1.7	3.3
500,001–750,000	33	18.7	1.8	3.7
750,001–1,000,000	20	23.2	3.0	4.0
1,000,001–1,250,000	12	24.8	3.8	6.1
1,250,001–1,500,000	13	33.4	4.6	6.2
1,500,001–2,000,000	7	41.8	4.0	6.0
2,000,001–3,000,000	12	88.8	5.9	7.8
3,000,001–5,000,00	8	143.7	12.1	19.0
More than 5,000,000	8	247.5	15.0	18.0

Contractor Practices

CONTRACTOR PROVIDES



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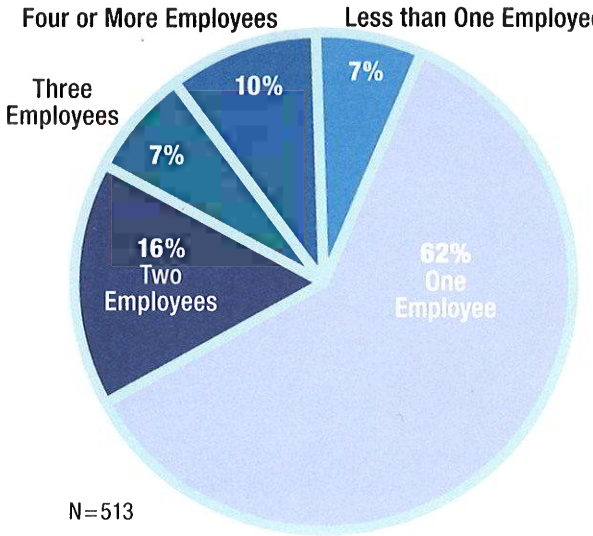
NUMBER OF IN-HOUSE EMPLOYEES SUPERVISING CONTRACT



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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

Pt. 1: This Page

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

Facilities Management

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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

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Door Safety Matters as a Deterrent in School Shootings

Adaptive Baseball Field Already a Winner in St. Louis

City Council Regular

Date:	04/28/2025
Title:	Five-year Consolidated Plan for FY2025-2029, the FY2025-2026 Annual Action Plan, and recommended CDBG & HOME FY 26 Budget Allocations
Presented by:	Brenda Beckett
Department:	Planning & Community Services
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

City staff and the Community Development Board recommend that the City Council take action on the five-year FY2025-2029 Consolidated Plan, the FY2025-2026 Annual Action Plan, and recommended FY26 budget allocations for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. The Council conducted a public hearing at its April 14 meeting, received one comment on the affordability of housing development on private streets, and had a few questions for staff. Staff has received no further public comment since the hearing.

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

Funding Source and Intent: The City of Billings has been a recipient of U.S. Department of Housing and Urban Development (HUD) CDBG funds since the mid-1970s and HOME funds since the early 1990s (over $50 million). Investments in CDBG and HOME have generated over $11 million in loan repayments since 2001. Projects, programs, and activities funded through CDBG and HOME are regulated and monitored by the federal government and must be primarily targeted to address community affordable housing for low-income citizens and poverty-impact needs in Billings.

Guidance & Recommendations Process: The Community Development Board provides staff guidance relative to assessment, planning, allocation, monitoring, and reporting processes for HUD federal funding. The Board is comprised of six low-income neighborhood representatives and three at-large members. This structure complies with a federal regulation to ensure decision-making processes include involvement from residents of low-income neighborhoods. The Board is also responsible for making funding recommendations to the City Council for review and approval.

Planning Process: The drafted Consolidated Plan is the primary planning document directing the City's CDBG and HOME investments and it covers a five-year period from July 1, 2025 through June 30, 2030. The Annual Action Plan for FY2025-2026 is included in the Consolidated Plan.

Allocation Process: To allocate CDBG and HOME resources via the Consolidated Plan, the Community Development Division staff and Board members facilitate a process to gather public input on the use of federal funds. Applications were available at the beginning of December and due in mid-January. Staff prepares applications for internally-managed programs and forwards submissions from outside agencies to the Community Development Board. There were no otuside applications in the latest round. The Board then makes funding allocation recommendations. Staff facilitates a 30-day public comment period, the City Council takes action, and the Annual Action Plan is submitted to HUD by May 15.

PROCEDURAL HISTORY

- Community Development staff began citizen participation and outreach efforts in August 2024 with a presentation to the City Council to describe HUD programs and processes and garner understanding of the Council's funding priorities for the 2025-2029 Consolidated Plan.
- The Billings City Council held a public hearing on Monday, September 23, 2024, to obtain public comment on current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Consolidated / Annual Action Plan.
- Community Development staff presented during a City Council Work Session meeting on November 18, 2024. Topics included: prior work session material, recent challenges Community Development is navigating to move the Consolidated Plan forward and to seek clarity on the Council's goals for the new Consolidated Plan, schedule review, public engagement, etc.
- Staff made a presentation to the North Park Task Force on December 4, 2024, to present information on the

Division and to identify community needs to address with CDBG and HOME.

- A public hearing was held on February 4, 2025, at the Community Development Board meeting to garner public comment on community needs, and for organizations interested in funding to present information on applications submitted.
- Planning and Community Services Department's Annual Report was distributed, and it includes a QR code for the Consolidated Plan survey, posted on February 6, 2025. The report was also shared with the City's boards, councils, and email distribution lists.
- The Community Development Board meeting on March 4, 2025, included a discussion of the Consolidated Plan structure, drafted findings, and recommended strategies and priorities.
- Community Development staff and Board members attended neighborhood Task Force meetings to share information about the Consolidated Plan and distribute the survey:
  - North Park, March 5, 2025
  - South Side, March 20, 2025
  - Billings Heights, March 25, 2025
- Community Development staff made a presentation to the Billings City Council on March 17, 2025, to review drafted findings, strategies, priorities, and to receive public comment on the drafted Consolidated Plan.
- Information and survey results were shared at the Task Force Leadership meeting on April 3, 2025.
- The public comment period for the Consolidated Plan began on March 15 and ended on April 14, 2025 when the City Council conducted its public hearing. The plan may be viewed online at www.BillingsMT.gov/ConPlan.
- A public hearing was held during the City Council meeting on April 14, 2025, to garner public comments on the drafted Consolidated Plan.
- The City Council is scheduled to take action on the Consolidated Plan at this meeting on April 28, 2025.

STAKEHOLDERS

- **Program Recipients** - The City serves low-income households through a variety of affordable housing programs such as housing development, home buyer, and foreclosure acquisition / rehabilitation programs. Full descriptions of available programs can be found online at www.BillingsMT.gov/comdev.
- **The Community Development Board** - As an advisory body to the City Council, the Board provides detailed oversight to both the CDBG and HOME programs throughout the year. The Board also facilitates a public input process to prepare recommendations for the City Council's consideration. Six of the nine total Community Development Board members are representatives of low-income neighborhoods either by residence or task force delegation, ensuring representation of low-income citizens in the planning and allocation processes.
- **Non-Profit Organizations** - Community organizations serving those experiencing poverty are supported by the Billings Metro VISTA Project. AmeriCorps VISTA members assist in the provision of social services to those in need.

ALTERNATIVES

City Council may:

- Approve the five-year Consolidated Plan, Annual Action Plan, and the allocation of CDBG and HOME FY25-26 funding as recommended by Staff and the Community Development Board.
- Approve the five-year Consolidated Plan, Annual Action Plan, and the allocation of CDBG and HOME FY25-26 funding based on alternative funding amounts as determined by the City Council.
- Not approve the five-year Consolidated Plan, Annual Action Plan, and the allocation of CDBG and HOME funding and refuse to undertake CDBG and HOME activities. Not approving the plans and budget places the City out of compliance with HUD regulations and jeopardizes the City's position to receive funds as an entitelment community under HUD.

FISCAL EFFECTS

Anticipated Revenues: Although HUD has not released allocation numbers for FY26 to date, the City of Billings will receive approximately $645,000 in new CDBG and $350,000 in HOME funding for use in affordable housing and other projects benefiting low-income residents for FY2025-2026. The Corporation for National and Community Service (CNCS) has also awarded the City of Billings $460,042 in federal funds to support the Billings Metro VISTA Project.

Allocation Compliance: Proposed allocations are consistent with the goals and priorities of the approved five-year Consolidated Plan for the use of CDBG & HOME resources in Billings. Allocation recommendations conform to pre-determined spending requirements on several categories, including: CDBG and HOME administration caps (maximum of 20% and 10% of new funding respectively); public service caps (up to 15% of new CDBG funding); and Community

Housing Development Organization set-aside for affordable housing development (minimum 15% of new HOME funding). Changes creating non-compliance with federal spending requirements would place the City's entitlement status for federal funds at risk. Non-federal funding repayment is required for noncompliant project, program, and activity expenditures.

The allocation of funding is restricted by eligibility requirements for CDBG and HOME and must meet pressing citywide community needs as identified in the Consolidated Plan; affordable housing, housing choice, and poverty-impact. HUD policy prohibits the use of federal funds to supplant local government funds on projects communities typically underwrite, regardless of whether federal grant dollars are available.

FY2025-2026 Budget Recommendation Priorities
Ensuring Timeliness: The best strategy for ensuring CDBG expenditure timeliness with HUD is to hold a public application process to allocate funds to subrecipients while also funding staff-managed programming. Initial budget allocations may be changed to facilitate close- and shovel-ready priorities to assist the City in maintaining compliance with commitment and expenditure deadlines. This includes all repayment funding received during the program year from loans issued through programs such as First Time Home Buyer, Housing Rehabilitation, Affordable Housing Development, etc.

One of the issues the City balances is the difference between programs and project applications. One of the 2025-2029 ConPlan priorities is - Support efforts to expand public facilities to provide services for vulnerable populations, which is focused on domestic violence prevention and family support. This is a City priority and not a standalone program. However, it is a priority that may be funded when an application for a project is submitted. Funding, like loan repayments or funds from programs, is available based on the flexibility to adjust and allocate funds as the City moves through the year and as applications come in.

Budget recommendation priorities and estimates are as follows:

- **Administration at maximum caps, 20% of CDBG (estimated $129,000) and 10% of HOME (estimated $35,000).** Funding is reserved for administrative costs including technology and phone charges, duplication, publication of notices, motor vehicle costs, liability insurance, staff time; etc.
- **Affordable Housing Development at $1,545,000 for the LB Lofts affordable housing project.** The total amount includes: entitlement funding from next fiscal year and prior years; older CHDO funding the staff was able to release from the restricted set-aside; and uncommitted loan repayment revenue. Additionally, the City must reserve 15% of new HOME funding for a future Community Housing Development Organization (CHDO) restricted set-aside (estimated $52,500).
    - **The City Council will be asked to act on this specific allocation, including the drafted legal agreements, during a May 2025 City Council meeting.**
- **Billings Metro VISTA Project would only be allocated $25,000 in repayment revenue, if received during next fiscal year.** CNCS is changing the City's cost-share requirement to reduce financial strain in managing the program. Rollover funding, in addition to a small amount of repayment revenue, should be sufficient for the next fiscal year.
- **Lead Water Line Replacement Program would be allocated $200,000 in CDBG funding to assist up to 20 low-income households.** The City must facilitate the replacement of 100 residential water lines over the next five years. Many of the homes are located in low-income neighborhoods.
- **$50,000 would be allocated to the Foreclosure Acquisition / Rehabilitation program as a timeliness placeholder.** If the City may not meet its timeliness goal in May 2026, and no other applications or programs are expected to assist in meeting timeliness, City staff may purchase a foreclosed home to renovate and sell to a low-income household. This program is the City's most effective tool in managing timely expenditures and is highly rated by participants.
- **The First-Time Home Buyer would be allocated $121,229 in CDBG funding, $125,000 in HOME and CDBG repayment funding, if received.** This program is a top-rated program as per the City's Consolidated Plan survey and the Community Development Board strongly supports homeownership initiatives.
- **$50,000 in CDBG funding would be allocated to make improvements in low-income neighborhood parks utilizing Crime Prevention Through Environmental Design concepts.** Public safety is a high priority for the City Council. An additional $25,000 in loan repayment revenue would also be allocated to the program, if received.
- **Applications for CDBG funding may be submitted if the City opens an application period later in 2025** based on knowledge that there are organizations that have projects that could be funded through CDBG. Projects are not listed or allocated funding now since they have not been submitted. Funding from loan repayments and shifting funds from the programs listed above would occur under an application process to assist in funding an application for a new project. These applications would go through the CDBG process and ultimately come to Council for action.

SUMMARY
City staff and the Community Development Board have made recommendations for CDBG and HOME budgets and the Consolidated and Annual Action Plans are ready for Council action. The Council conducted a public hearing on April 14.

Attachments

Consolidated Plan FY25-29
CDBG and HOME Funding Recommendations
Con Plan Survey Results - Final
Foreclosure Surveys & Feedback

CITY OF Billings

Five Year Consolidated Plan

FY2025-2029

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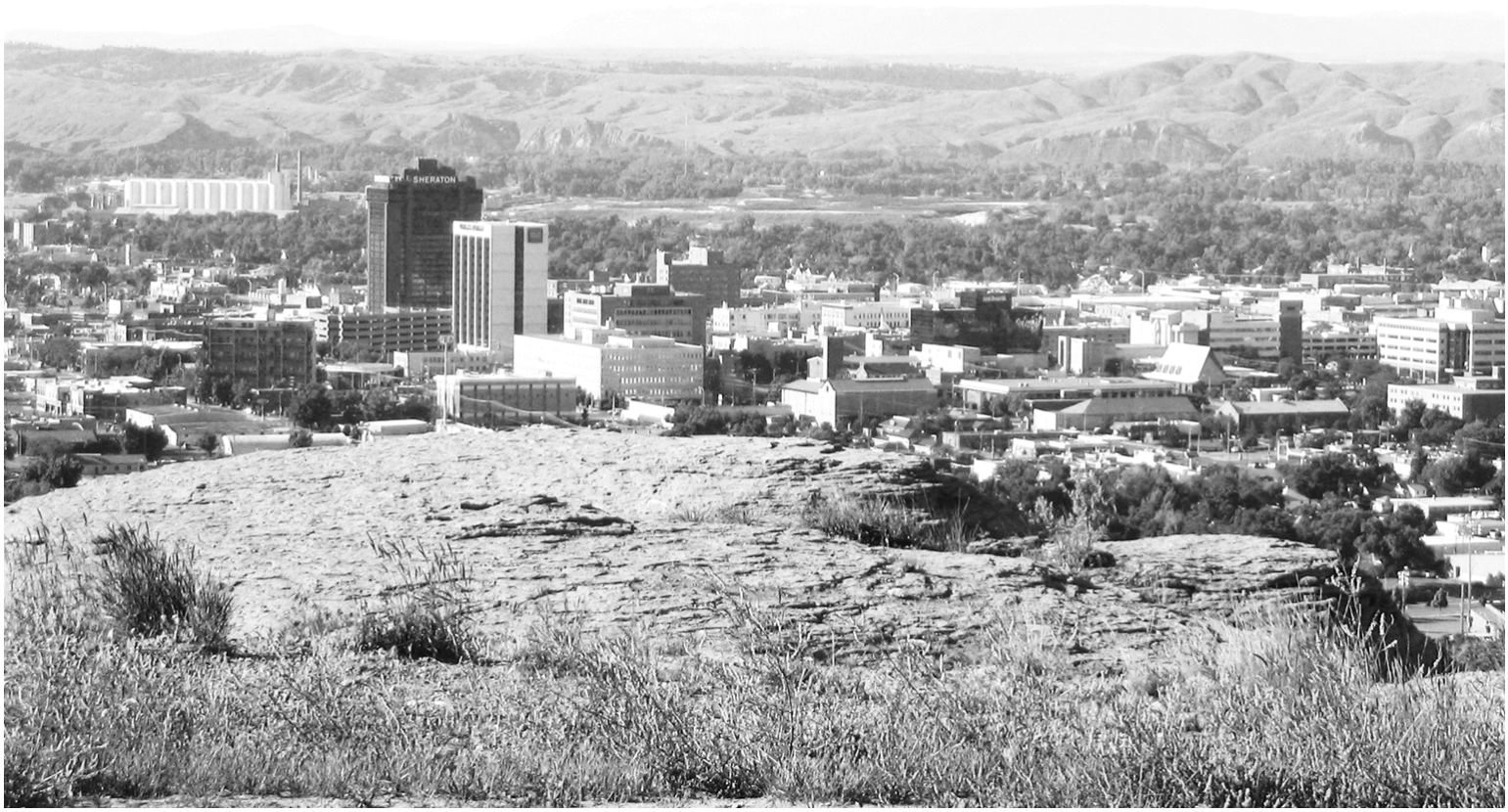

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Section I: Executive Summary

Preface

Engagement, Accuracy, Completeness, and Data Limitations

Hundreds of organizations, businesses, individuals and families have participated in the development of this Consolidated Plan. Despite our best efforts to ensure the accuracy and completeness of the information provided, there may still be unintentional errors or omissions. Local services for those in need are extensive and complex, making it challenging to comprehensively capture them within the constraints of the required HUD submission system.

COVID-19 significantly altered Billings' market conditions, housing affordability, and overall community dynamics. It began with an initial economic shock in early 2020 and a protracted housing affordability crisis has been spurred by increased demand and limited supply in the following years. This multifaceted impact continues to shape local economic planning and housing policy today.

The data provided by HUD for this Consolidated Plan is outdated and does not capture the substantial long-term shifts in economic conditions, housing market trends, workforce and supply shortages, or the evolving responses at the local, state, and federal levels. The primary HUD datasets used herein are the American Community Survey (ACS) and the Comprehensive Housing Affordability Strategy (CHAS) covering 2016–2020. Although a dataset from 2017–2021 was released in September 2024, it does not capture the significant long-term shifts in local conditions.

Community Development staff have expanded their research to include additional data sources such as the latest ACS and CHAS datasets, the U.S. Census Bureau, the Bureau of Labor Statistics, FEMA, and the U.S. Departments of Veterans Affairs, Agriculture, and Justice. They have also utilized data from Montana State Departments - including Commerce, Justice, Health and Human Services, and Labor and Industry - various national indices, news articles, and inputs from local agencies and organizations, among others.

The draft plan will be open for public comment from March 15 to April 15, 2025. It will be broadly circulated within the community to gather further feedback and insights. Any errors or omissions are unintentional.

ES-05 Executive Summary *24 CFR 91.200(c), 91.220(b)*

Introduction

The U.S. Department of Housing and Urban Development (HUD) requires both a five-year Consolidated Plan and a one-year action plan for the City of Billings to qualify for funding under the Community Development Block Grant (CDBG) and HOME Investment Partnerships programs. The City's five-year Consolidated Plan for FY2025–2029 outlines activities scheduled from July 1, 2025 through June 30, 2030 to address community priorities and serves as the strategic framework for utilizing CDBG and HOME funds. This plan is supported by an Annual Action Plan for FY2025–2026.

As an entitlement community, the City of Billings, through its Community Development Division, will continue to lead and manage the administration of its CDBG and HOME program activities, ensuring that all initiatives primarily benefit low-income individuals. The Consolidated and Annual Action Plans integrate

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both planning and application requirements for these programs, aligning all activities with the community's prioritized needs.
The CDBG and HOME programs covered by the Consolidated Plan must address three basic HUD goals:

- **To provide decent housing,** including: maintaining the affordable housing stock in the community; increasing the availability of permanent housing that is affordable to low-income households without discrimination; increasing support of housing which enables persons with special needs to live independently; and assisting homeless persons to obtain affordable housing.
- **To provide a suitable living environment**, which includes: improving the safety and livability of neighborhoods; increasing access to quality facilities and services; reducing the isolation of low-income households within areas by de-concentrating housing opportunities and revitalizing deteriorating neighborhoods; restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons; and conserving energy resources.
- **To expand economic opportunities**, including: creating jobs accessible to low-income individuals; providing access to credit for community development activities which promote long-term economic and social viability; and empowering low-income persons living in public and federally assisted housing to achieve self-sufficiency.

Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview.

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's goals are to: effectively manage the implementation of HUD-funded programs; create, preserve, and expand affordable housing options; ensure that vulnerable populations have reliable access to support services; and foster suitable living environments The city's strategies aim to improve the safety and livability of neighborhoods, enhance access to quality facilities and services, and expand economic opportunities for lower-income residents. The City will continue to offer programs on a citywide basis to ensure equal opportunity in all Billings neighborhoods.

Administration

Goal: Efficiently manage the implementation of objectives, strategies, and initiatives for HUD-funded programs and projects and ensuring federal regulatory compliance.

Affordable Housing

Goal: Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations.

Strategy: Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income homes.

Key Initiatives

- **Affordable Housing Development:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements.

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- **First Time Home Buyer:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods.
- **Home Repair:** Offer loan financing to agencies that assist low-income homeowners in completing essential repairs - such as major systems upgrades, weatherization, energy/water efficiency, and lead water service line replacements - to enhance and preserve the quality of Billings' affordable housing stock.
- **Foreclosure:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.

Services for Vulnerable Populations

Goal: Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being.

Strategy: Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being:

Key Initiatives

- **Public Facilities:** Provide financing to develop public facilities to serve as accessible, community-based hubs where individuals and families facing economic, social, or health-related challenges can find help.
- **Billings Metro VISTA Project:** Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include: education, healthcare, food security, economic opportunity, housing, financial literacy, and others.
- **HOME-ARP:** Provide grant funding to nonprofit organizations delivering supportive services to: prevent homelessness; unhoused individuals and families; those at-risk of becoming unhoused; and people fleeing domestic violence / trafficking. Federal service categories include case management, housing counseling, rent/utilities/deposit assistance, mental health , healthcare, substance misuse treatment, job training, employment, financial literacy, assistance with benefits enrollment, childcare, and transportation.

Neighborhood Revitalization

Goal: Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods.

Strategy: Integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents.

Key Initiatives

- **Crime Prevention Through Environmental Design:** Reduce crime by making infrastructure improvements in low-income neighborhoods (parks, adding street lights, etc.) while: creating more attractive and secure environments; stimulating local investment; encouraging residents to use public spaces more freely; and improve quality of life for low-income residents.

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- **Lead-Pipe Water Line Replacement:** Provide affordable loan financing to low-income homeowners to remove lead pipes from the property line to residences to prevent lead poisoning, improve water quality, and promote neighborhood health and public safety.

Evaluation of past performance.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Overall, the City of Billings demonstrates a commitment to utilizing CDBG and HOME funds effectively, focusing on affordable housing development, community engagement, and strategic planning to meet the evolving needs of its residents.

The City of Billings has been receiving CDBG funds since the 1970s and began receiving HOME funds in the mid-1990s. Performance on past goals and projects has been adequate, given declining resources. As a result, City staff have consolidated smaller programs focused on meeting priority needs, including affordable housing preservation and the provision of new housing opportunities. Community Development staff have:

- Successfully carried out additional activities to respond to, prepare for, and prevent the spread of the coronavirus. As of January 2025, City staff has completed all CDBG-CV projects and drawn down over $900,000 in additional federal funding allocated for coronavirus projects.
- Developed a HOME-ARP Allocation Plan and recently funded supportive services to assist those experiencing homelessness, those at risk of becoming unhoused, and other qualifying populations.
- Maintained core loan programs such as Affordable Housing Development, First Time Home Buyer, Foreclosure Acquisition / Rehabilitation, and the Billings Metro VISTA Project to meet timely expenditure deadlines.
- Facilitated financing for a $1.2 million Affordable Housing Development project to create 32 new rental units to benefit low-income households.

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Summary of citizen participation process and consultation process.

Summary from citizen participation section of plan.

To foster broad community involvement, the City of Billings has implemented a Citizen Participation Plan during the Consolidated Plan process, ensuring active engagement by residents and affiliated organizations. Additionally, a Language Assistance Plan has been adopted to guarantee that all individuals, including those with hearing impairments and limited English proficiency, have meaningful access to program information and equal opportunities to participate.

Several local organizations active in affordable housing and the community have been invited to review and comment on the Consolidated Plan. Their ongoing collaboration is essential for meeting the plan's affordable housing goals. The consultation process involved both public and private agencies including those providing health care, social services, and fair housing education. Staff also sought to gather input from residents of low-income neighborhoods and from agencies serving children, the elderly, individuals with disabilities, minorities, persons with HIV/AIDS and their families, as well as homeless individuals and families. Both plans can be found online at www.BillingsMT.gov/CDreports.

- Community Development staff began citizen participation and outreach efforts in August 2024 with a presentation to the City Council to describe HUD programs and processes and garner understanding of the Council's funding priorities for the 2025-2029 Consolidated Plan.
- The Billings City Council held a public hearing on Monday, September 23, 2024 to obtain public comment on current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Consolidated / Annual Action Plan.
- Community Development staff presented during a City Council Work Session meeting on November 18, 2024. Topics included: prior work session material, recent challenges Community Development is navigating to move the Consolidated Plan forward, seek clarity on the Council's goals for the new Consolidated Plan, schedule review, public engagement, etc.
- City Council regular meetings and Work Sessions are streamed live and video is available on demand at www.comm7tv.com. Meetings are also streamed live and video is available on demand at www.facebook.com/comm7tv. Public notices are published in the Yellowstone County news for public meetings and hearings including the monthly public Community Development Board meeting.
- Staff and the Community Development Board made presentations to low-income neighborhood task forces to present information on the Division and to identify community needs to address with CDBG and HOME.
- Hard copy and online surveys were distributed via email and in-person to hundreds of individuals and organizations to seek public input on community needs and funding priorities. A QR code was also included in the Planning and Community Services Department's annual report, which was widely distributed.
- Four weekly ads, with a QR code to the survey, were published in the Yellowstone County News (February 14 – March 7, 2025).
- Social media was utilized to garner CDBG, HOME, and AmeriCorps VISTA applications for funding and resources. Social media was also utilized to distribute the Consolidated Plan survey on community needs and funding priorities.

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- Email listservs were utilized to garner input on various sections of the Consolidated Plan, to distribute surveys, and to garner information relative to community needs and funding priorities.
- Another public hearing was held on February 4, 2025 at the Community Development Board meeting to garner public comment on community need and for organizations interested in funding to present information on applications submitted.
- A City Council work session was held March 17, 2025, to discuss the Consolidated Plan Goals and Strategies.
- The City Council held a public hearing regarding the Draft 2025-2029 Consolidated Plan at their April 14, 2025, meeting.

Summary of public comments.

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments are included in the Appendix.

Summary of comments or views not accepted and the reasons for not accepting them.

All feedback was carefully reviewed and incorporated into the Consolidated Plan prior to submission, with only those comments containing defamatory or discriminatory language being excluded from the appendices.

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Section II: The Process

PR-05 Lead & Responsible Agencies

24 CFR 91.200(b)

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BILLINGS	Community Development Division
HOME Administrator	BILLINGS	Community Development Division

HUD Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

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Web: www.BillingsMT.gov/comdev

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PR-10 Consultation *91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)*

Introduction

A number of organizations in the community are invited to participate in planning affordable housing and community development-related activities in Billings and are asked to comment on the Consolidated and Annual Action Plans. Consultations include review of the plan with public and private agencies that provide health care, social services and fair housing education. Populations targeted for consultation include agencies that provide services for children, the elderly, the disabled, minorities, persons with HIV / AIDS and their families, and homeless individuals and families.

The Consolidated Plan is distributed widely during the public comment period and interested persons are invited to attend a number of staff-facilitated, regularly scheduled meetings to find out more about Community Development initiatives. Routine meetings are facilitated through staff for the Community Development Board and the majority of Board members represent lower income neighborhoods.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public / assisted housing providers and private / governmental health, mental health and service agencies.

91.215(l)

The City of Billings, Montana actively fosters collaboration between public and assisted housing providers and private and governmental health, mental health, and service agencies.

Adjacent Governments: Communication regarding non-housing community development needs is conducted via collaboration through adjacent units of local government including the State of Montana and Yellowstone County. *91.100(a)(4)*

Public Housing: The City's local public housing authority, HomeFront, is dedicated to providing affordable housing and promoting self-sufficiency for moderate and lower-income families. HomeFront is primarily responsible for administration of the public housing and Section 8 programs for the community. The organization also collaborates with local experts to address critical community needs, including combating homelessness, ending domestic violence, and supporting physical and mental health. HomeFront is an independent organization established under the laws of the State of Montana. Board members for the Housing Authority are appointed by the Mayor for the City of Billings. *91.100(c)*

Housing Opportunities for Persons with AIDS: Public and private agencies have assisted the City in reviewing the Consolidated Plan. Local organizations providing housing, health services, and social services have been involved in planning processes for the homeless and chronically homeless**.** The City does not receive Housing Opportunities for Persons with AIDS (HOPWA) funding directly, but supports the Human Resources Development Council District 7 in their implementation of HOPWA goals and objectives. *91.100(b)*

Homeless Services: The Yellowstone County Continuum of Care (CoC) involves assessment, planning, and coordination to support homeless individuals who are high utilizers of local services. The CoC aims to reduce the burden on social and safety systems while saving money long-term. It values community collaboration and supports other coalitions.

Metropolitan Planning: The City of Billings - Community Development Division is included in the Planning and Community Services Department. The Department, overall, includes Code Enforcement, Planning /

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Transportation (includes the City of Billings and Yellowstone County), and the Building Division. These Divisions work internally to implement the Growth Policy, Infill Policy, Transportation Plan and Neighborhood Plans collectively. All City-assisted projects are reviewed for residential access to public transportation and broadband infrastructure. *91.100(a)(5)*

Community Development Board: The Community Development Board is a citizen's advisory board consisting of nine members who are appointed by the Mayor of Billings with the consent of the City Council. Six members are appointed to represent low-income neighborhoods of the City as defined by federal regulations for the CDBG program and three members represent the community at large. This board serves in an advisory capacity to the City Council for the purpose of providing citizen input on policy decisions to the City Council. The Community Development Board makes recommendations to the City Council regarding the Consolidated Plan, the Annual Action Plan, the Citizen Participation Plan, and the Comprehensive Annual Performance Evaluation Report. In addition, the Community Development Board reviews applications submitted for CDBG and HOME funding to make funding recommendations to the City Council for approval.

Local Government: The Billings City Council is the final governmental policy body that reviews and takes action on the Annual Action Plan, including the Citizen Participation Plan. The Community Development Board presents recommendations to the City Council during a scheduled work session preceding the public hearing each April to deliver information on decisions made regarding recommendations. After receipt and consideration of public comments, the City Council has the opportunity to approve the Consolidated Plan and Annual Action Plan and proposed funding allocations. Following approval, the Consolidated Plan and Annual Action Plans are forwarded to HUD.

Low-Income and Minority Households: To encourage citizen participation emphasizing the involvement of low-income and minority residents in areas where housing and community development funds may be spent, the City's Community Development Board is comprised of six members representing lower income neighborhoods. The City's Planning and Community Services Department also continues to coordinate meetings with the Combined Task Force Leadership Meetings, including those representing the City's low-income areas with high concentrations of minorities.

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Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Billings' efforts to address the needs of the unhoused, including those at risk of becoming unhoused, include the implementation of HOME-ARP supportive services grants. The City has awarded $300,000 to date to pay for housing costs, mental and substance misuse assistance, case management, credit repair, employment assistance / training, and transportation.

The City also continues to offer full-time human resources assistance to nonprofit organizations through the Billings Metro VISTA Project. Volunteers in Service to America (VISTA) is sponsored by the Corporation for National and Community Service as an AmeriCorps program. VISTA members work to create or expand community-based programs, services, and systems to prevent and provide interventions for the unhoused. VISTA members may be supervised by City staff for over-arching, community-wide programs and they can also be supervised by nonprofit organization staff that are spearheading efforts to impact poverty and homelessness.

Local Continuum of Care: In Billings, Montana , the Yellowstone County Continuum of Care (CoC), supported by the United Way of Yellowstone County, leads a collaborative effort to address homelessness, focusing on vulnerable groups such as chronically homeless individuals and families, families with children, veterans, unaccompanied youth, and those at risk of homelessness. The CoC brings together over 20 organizations committed to creating sustainable pathways to safe and stable housing.

The CoC values community collaboration, supporting coalitions to address underlying issues contributing to homelessness. The CoC operates a Coordinated Entry System that maintains a "By-Name List" of individuals experiencing homelessness, prioritizing those facing significant barriers to housing. This system facilitates the efficient allocation of resources and services to those most in need, including targeted support for specific populations. Twenty-seven organizations have participated in bi-weekly case conferencing to coordinate services for those in need.

Approximately 35% of homeless households in Billings include children and youth. The CoC collaborates with organizations like Tumbleweed, which provides crisis counseling and support services to runaway, homeless, and vulnerable youth and their families. Billings Public Schools, in coordination with the CoC, ensures that homeless students have equal access to free and appropriate education. The district's program offers support through the Family Resource Center and community liaisons, aiming to remove educational barriers for homeless children and youth.

The CoC partners with the Veterans Administration's healthcare system to assist veterans facing homelessness or at risk thereof. Services include access to food, shelter, transitional and permanent housing, job training, and employment opportunities.

Through these coordinated efforts, the Yellowstone County Continuum of Care strives to provide comprehensive support to homeless individuals and families, addressing immediate needs and working towards long-term housing stability.

Additionally, the Montana Rescue Mission operates a150-bed emergency shelter, 150 bed long-term shelter, 29 affordable housing apartments, mental health clinic, addiction recovery clinic, medical clinic, childcare center, community meals, and chaplaincy/spiritual care. Services are available for men, women, children and families.

Statewide Continuum of Care: The Montana Continuum of Care Coalition is the statewide organization designed to bring homeless service providers together from across the state to identify needs, inventory

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resources, recognize gaps and prioritize HUD funding as part of a greater planning effort to eradicate homelessness in Montana.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

In Billings, Montana, the allocation of Emergency Solutions Grant funds, development of performance standards, outcome evaluation, and administration of the Homeless Management Information System (HMIS) are coordinated through a collaborative partnership between the Montana Department of Public Health and Human Services (DPHHS) and the Montana Continuum of Care Coalition.

The City of Billings does not directly receive Emergency Solutions Grant funds as an entitlement; instead, these funds are distributed statewide by DPHHS through ten Human Resource Development Councils, with District 7 serving the Billings area. and families seeking housing assistance. The following agencies have participated in the local CoC's bi-weekly case conferencing meetings and many are utilizing the Homeless Management Information System (HMIS)* system:

Adult Resource Alliance Billings
Big Sky Senior Services
Billings School District 2
Community Crisis Center *
Downtown Billings Alliance*
Family Promise of Yellowstone Valley
Family Service of Billings*
First Congregational Church
Gratitude in Action *
HomeFront *
HRDC District 7 *
Intermountain Health Care Manager Team
Montana Legal Services
Native American Development Corporation
Off The Streets *
Rimrock Foundation, HOT Team *
RiverStone Health *
Saint Vincent de Paul*
South Central Mental Health Center PATH Team *
STEP, Inc.
The Salvation Army *
Tumbleweed *
Veterans Administration
Veterans Inc.*
Volunteers of America*
Yellowstone Boys and Girls Ranch
YWCA Billings

The Montana Continuum of Care Board is responsible for governing and operating HMIS, with an Oversight Committee established as per the Montana Continuum of Care bylaws. This structure ensures that policies and procedures for HMIS administration are developed collaboratively, incorporating input from various stakeholders, including DPHHS. DPHHS actively participates in HMIS developments, providing training and engaging in regular data quality assessments. This involvement ensures that the HMIS operates efficiently and effectively, supporting the broader goals of the Emergency Solutions Grant program.

DPHHS collaborates closely with the Montana Continuum of Care to determine the allocation of Emergency Solutions Grant funds across the state. This partnership involves regular monthly meetings where strategies are aligned to address homelessness effectively. A formal agreement between DPHHS and the Montana Continuum of Care outlines mutual guidance for the utilization of Emergency Solutions Grant funds in Montana. This agreement ensures that both entities work cohesively in planning and performance evaluation of Emergency Solutions Grant projects.

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Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.

HUD Table 2 – Agencies, groups, organizations who participated

#	Agency/Group/Organization*	Type(s)	Consolidated Plan Section(s)	How Consulted / Outcomes
1	HomeFront, local public housing authority	Public Housing Authority; Services - Homeless	Housing Need Assessment; Public Housing Needs; Homeless Needs - Chronically Homeless, Families with Children, Veterans; Homelessness Strategy; Market Analysis; Anti-Poverty Strategy	Email / phone / web retrieval; data exchange for the development of relevant sections
2	Homeword	Housing	Housing Need Assessment; Market Analysis; Anti-Poverty Strategy	
3	Mental Health Center	Housing; Services - Persons with Disabilities	Housing Need Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
4	Family Service, Inc.	Services - Housing	Housing Need Assessment; Market Analysis; Homeless Needs - Families with Children; Homelessness Strategy; Anti-Poverty Strategy	
5	District 7 HRDC	Housing; Services - Housing, Children, Persons with HIV/AIDs, Homeless	Housing Need Assessment; Homeless Needs - Chronically Homeless, Families with Children; Homelessness Strategy; HOPWA Strategy; Anti-Poverty Strategy	
6	YWCA Billings	Housing; Services - Domestic Violence, Children	Housing Needs Assessment; Market Analysis; Homeless Needs - Families with Children; Anti-Poverty Strategy	
7	Montana Continuum of Care	Housing; Services - Domestic Violence, Children	Housing Need Assessment; Homeless Needs - Chronically Homeless, Families with Children; Homelessness Strategy; HOPWA Strategy; Anti-Poverty Strategy	
8	NeighborWorks Montana	Housing	Housing Need Assessment; Market Analysis; Anti-Poverty Strategy	
9	Yellowstone County Continuum of Care	Housing; Services - Domestic Violence, Children	Housing Need Assessment; Homeless Needs - Chronically Homeless, Families with Children; Homelessness Strategy; HOPWA Strategy; Anti-Poverty Strategy	
10	RiverStone Health	Health Agency; Services - Homeless	Non-Homeless Special Needs; Homeless Strategy; Lead-Based Paint Strategy; Anti-Poverty Strategy	
***The first ten agencies / organizations are listed in the main part of the Consolidated Plan. Additional agencies / organizations consulted and participated in the Consolidated Planning process are included in the Appendices.**				

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Identify any Agency Types not consulted and provide rationale for not consulting.

The City of Billings staff is not aware of any agency types that have not been consulted in preparation of the Consolidated Plan. City staff contacted many agencies to assist with the development of the Consolidated Plan and has widely circulated information relative to proposed programs and funding allocations to garner feedback. Additional efforts were made during the public comment period to distribute the Consolidated Plan for review and feedback.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Montana State Continuum of Care	Identifies Federal and State resources to impact homelessness.
Growth Policy	City of Billings - Planning Division	Promotes affordable housing and infill development.
Infill Policy	City of Billings - Planning Division	Promotes affordable housing and infill development.
Annexation Policy	City of Billings - Planning Division	Promotes infill development.
Transportation Plan	City of Billings - Planning Division	Improves transit impacting project affordability
Neighborhood Plans	City of Billings - Planning Division and Neighborhood Task Forces	Guides development efforts in each neighborhood.
Consolidated Plan	Montana Department of Commerce - Community Development	State CDBG and HOME resources may be available to further projects. Consultation and coordination of statewide Analysis of Impediments to Fair Housing Choice.

HUD Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan

91.215(l)

The City of Billings - Community Development Division is included in the Planning and Community Services Department. The Department, overall, includes Code Enforcement, Planning / Transportation (includes the City of Billings and Yellowstone County), and the Building Division. These Divisions work internally to implement the Growth Policy, Annexation Policy, Infill Policy, Transportation Plan and Neighborhood Plans collectively. All projects are reviewed for residential access to public transportation.

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PR-15 Citizen Participation

91.105, 91.115, 91.200(c) and 91.300(c)

Summary of citizen participation process/Efforts made to broaden citizen participation.

Summarize citizen participation process and how it impacted goal-setting.

Public comments are requested at least 30 days prior to submission of reports required under HUD's Consolidated Plan process. Staff utilizes data-driven analysis processes along with citizen and community participation to establish goals, strategies and funded activities.

City staff has considered all written comments by citizens, public agencies and other interested parties prior to submission of its final Consolidated Plan and related reports to HUD and attached a summary of each comment to the final submission. If written comments were not accepted for inclusion in the Plan, City staff has provided written explanation of why those comments were not accepted.

Citizen Participation Outreach

#	Mode of Outreach	Target of Outreach	Summary of response/attendance
Summary of comments not accepted and reasons: No comments were rejected.			
1	Public Meeting	Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Community Development staff made a presentation during a City Council Work Session on **August 19, 2024**. Topics included: assisting the City Council in understanding the current HUD programs and processes; and beginning the process for the new five-year Consolidated Plan by input and comments from the Council relative to Council priorities to help inform the 2025-2029 Consolidated Plan that will guide HUD programs in Billings for the next five years. Meeting was streamed live and video is available on demand at www.comm7tv.com. Streamed live and video is available on demand at www.facebook.com/comm7tv.
	Public comments are included in the Appendices.		
2	Public Hearing	Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	The Billings City Council held a public hearing on Monday, **September 23, 2024** at 5:30 pm to obtain public comment on current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan. Meeting was streamed live and video is available on demand at www.comm7tv.com. Streamed live and video is available on demand at www.facebook.com/comm7tv.
	Public comments are included in the Appendices.		
3	Public Meeting	Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Community Development staff presented during a City Council Work Session meeting on **November 18, 2024**. Topics included: Brief Review of August Work Session topics and some recent challenges Community Development is navigating to move the Consolidated Plan forward; Check back and clarity on Council Goals/Priorities for the new Consolidated Plan; Preparation of program applications for first year of new Consolidated Plan; Review of Consolidated Plan schedule moving into 2025 - Council action points, public outreach and engagement, plan draft and review period, submittal to HUD; and Next Steps. Meeting was streamed live and video is available on demand at www.comm7tv.com. Streamed live and video is available on demand at www.facebook.com/comm7tv.
	Public comments are included in the Appendices.		

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#	Mode of Outreach	Target of Outreach	Summary of response/attendance
Summary of comments not accepted and reasons: No comments were rejected.			
4	Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	Staff made a presentation to the North Park Task Force on **December 4, 2024** to present information on the Division and to identify community needs to address with CDBG and HOME.
	Over 25 neighborhood citizens attended the meeting.		
5	Public Notices & Email Notification	Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities	Public Notices regarding the availability of AmeriCorps VISTA resources were published through the Yellowstone County News on December 6, 13, 20, and 27, 2024. Email notification on **December 6, 2024**.
	The City received numerous proposals for AmeriCorps VISTA placements for projects designed to impact poverty.		
6	Email Notification & Website	Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Email sent on **December 9, 2024**. The City is accepting applications for CDBG and HOME projects and activities. The application was also posted on the City's website.
	Public comments are included in the Appendices.		
7	Social Media Publication	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities	Applications for CDBG and HOME funding available, posted **December 10, 2024**. Billings Planning & Community Services Department - Facebook
	No external applications were received. However, Community Development staff met with the YWCA Billings about a potential CDBG project on **January 6 and 24, 2025**.		
8	Public Hearing	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities	A public hearing was held on **February 4, 2025** at the Community Development Board meeting to garner public comment on community need and for organizations interested in funding to present information on applications submitted. Public notices were published on January 17, 24, and 31, 2025.
	Public comments are included in the Appendices.		
9	Social Media Publication	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit organizations with an interest in AmeriCorps VISTA funding opportunities	Planning and Community Services Department's Annual Report distributed, and it includes a QR code to the Consolidated Plan survey, posted on **February 6, 2025**. The report was also shared with the City's boards, councils, and distribution lists. Billings Planning & Community Services Department - Facebook
	The number of surveys and results are included in the Appendices.		
10	Email Notification	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	The City is distributing a survey to receive Billings residents' input on how the City of Billings should spend the federal funding received to assist low-income households and revitalize neighborhoods. Email sent on **February 7, 2025**. Survey link is also posted on the City's website.
	The number of surveys and results are included in the Appendices.		

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#	Mode of Outreach	Target of Outreach	Summary of response/attendance
Summary of comments not accepted and reasons: No comments were rejected.			
11	Newspaper Ad	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	An ad with a survey QR code was published in the Yellowstone County News on **February 14, 21, 28 and March 7**.
12	Social Media Publication	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	The City is distributing a survey to receive Billings residents' input on how the City of Billings should spend the federal funding received to assist low-income households and revitalize neighborhoods. Posted on **February 18, 2025**. Billings Planning & Community Services Department - Facebook
	The number of surveys and results are included in the Appendices.		
13	Hand & Email Distribution of Surveys	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	Community Development staff hand-delivered surveys to the following community resource and social service locations: YMCA, Billings Public Library, Family Service, Inc., Family Promise of Yellowstone County, Adult Resource. Surveys were also dropped off at local businesses: Rail Line Coffee, Ebon Coffee Collective, Mazevo (Grand Avenue and Central Avenue locations), and Rocket Burrito during the week of **February 23, 2025**. Hardcopy surveys were available at the Community Development office along with a locked box to accept completed surveys. Emails were also sent to the Billings Association of Realtors, the social service provider listserv, neighborhood Task Force leadership, affordable housing development professionals, fair housing advocates, healthcare organizations, agencies representing those with disabilities, providers for the unhoused, employment agencies, mental health and substance misuse professionals, public benefits providers, agencies representing minorities, veterans groups, low-income citizens, public schools, colleges, and the Community Development Board on **March 3, 2025**.
	The number of surveys and results are included in the Appendices.		
14	Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Community Development Board meeting on **March 4, 2025** included a discussion of the Consolidated Plan structure, drafted findings, and recommended strategies and priorities. Public notices were published on January 24 and 31, 2025.
	Public comments are included in the Appendices.		
15	Public Notices and Public Hearing	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Public Notices regarding the publication of the drafted Consolidated Plan on the City's website, the public comment period from March 15 through April 14, 2025. The public hearing was held on April 14, 2025, at 5:30 p.m. at the City Council meeting at City Hall, 316 North 26th Street in Billings, Montana. Public notices were published in the Yellowstone County News on **March 14, 21, and 28, 2025.** Meeting was streamed live and video is available on demand at www.comm7tv.com. Streamed live and video is available on demand at www.facebook.com/comm7tv.
	Public comments are included in the Appendices.		

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#	Mode of Outreach	Target of Outreach	Summary of response/attendance
Summary of comments not accepted and reasons: No comments were rejected.			
16	Website	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	The drafted Consolidated Plan was available online from **March 15 through April 14, 2025** for public comment. Emails were also sent to Billings area nonprofit, healthcare, and housing organizations.
	Public comments are included in the Appendices.		
17	Public Meetings	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	Community Development staff and Board members attended neighborhood Task Force meetings to share information about the Consolidated Plan and distribute the survey: - North Park, **March 5, 2025** - South Side, **March 20, 2025** - Billings Heights, **March 25, 2025**
	Public comments are included in the Appendices.		
18	Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Community Development staff made a presentation to the Billings City Council on **March 17, 2025** to review drafted findings, strategies, priorities, and to receive public comment on the drafted Consolidated Plan, Meeting was streamed live and video is available on demand at www.comm7tv.com. Streamed live and video is available on demand at www.facebook.com/comm7tv.
	Public comments are included in the Appendices.		
19	Public Meetings	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens	Information and survey shared at the Task Force Leadership meeting on **April 3, 2025** with officers from all neighborhood task forces.
	Public comments are included in the Appendices.		
20	Public Notice	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Specific Allocations for Consolidated Plan published **April 4, 11, and 18, 2025** in preparation for City Council's action meeting on April 28, 2025.
21	Public Meeting	Minorities, Disabled, Broad Community, Public & Assisted Housing Residents, All Citizens Nonprofit and other organizations with an interest in CDBG and / or HOME funding opportunities	Billings City Council meeting on **April 28, 2025**, to take action on the Consolidated Plan, Annual Action Plan, and CDBG / HOME allocations for FY2025-2026.

HUD Table 4 – Citizen Participation Outreach

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Section III: Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment is intended to provide a clear picture of the City's needs related to affordable housing, special needs housing, community development and homelessness. The overall intent of the Needs Assessment is to identify high priority needs that may be addressed by the Consolidated Plan.

NA-10 Housing Needs Assessment

24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The City's Consolidated Plan must include a precise summary of the City's estimated housing needs projected for the duration of the Plan.

Population, Household, and Income Baselines and Changes

HUD Consolidated Plan Data				City of Billings Staff Research	
Demographics	**Base Year: 2009**	**Most Recent Year: 2020**	**% Change**	**2023 Census**	**% Change**
Data Source	**2000 Census**	**2016-2020 ACS**			
Population	108,135	109,710	1%	120,864	10%
Households	44,095	47,485	8%	50,340	6%
Median Income	$51,012	$60,032	18%	$71,855	20%

HUD Table 5 - Housing Needs Assessment Demographics

By July 1, 2023, The U.S. Census Bureau estimated total population in Billings at 120,864 with a ten percent change from April 1, 2020, which is statistically significant. The number of households increased by six percent and median income increased by 20%.

Number of Households Table

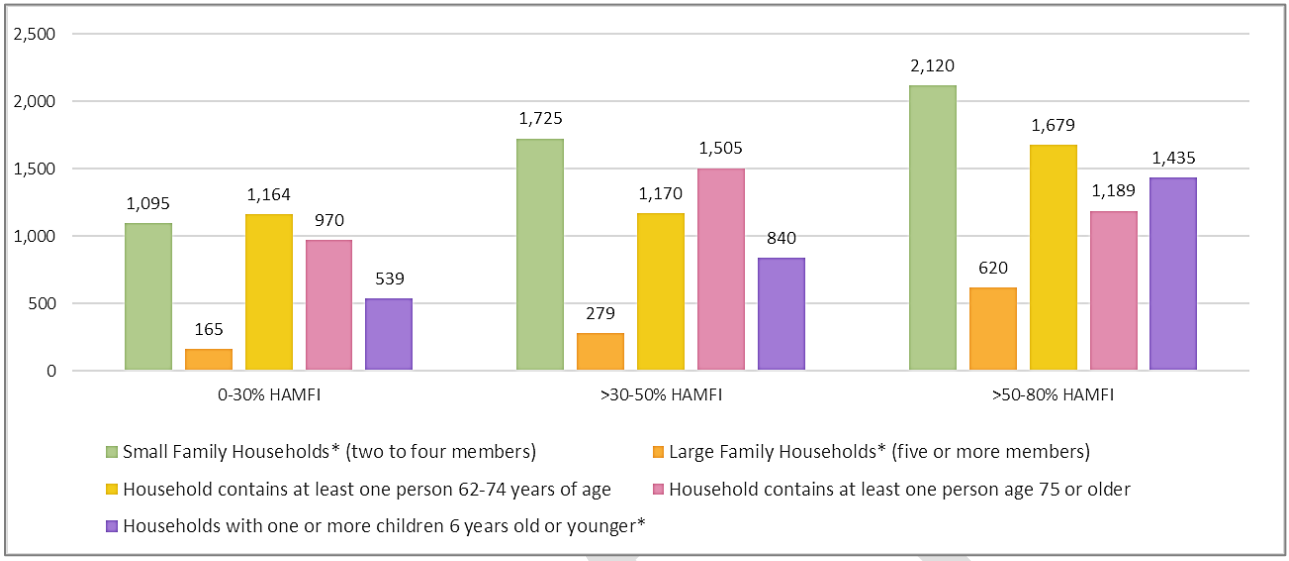
	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI	Total	% of Total Households
Total Households*	5,145	6,055	8,345	5,495	22,445	**47,485**	
Small Family Households* (two to four members)	1,095	1,725	2,120	2,000	10,365	**17,305**	**36%**
Large Family Households* (five or more members)	165	279	620	394	1,775	**3,233**	**7%**
Household contains at least one person 62-74 years of age	1,164	1,170	1,679	1,120	4,975	**10,108**	**21%**
Household contains at least one person age 75 or older	970	1,505	1,189	634	1,805	**6,103**	**13%**
Households with one or more children 6 years old or younger*	539	840	1,435	854	2,270	**5,938**	**13%**
% of Total Households	**11%**	**13%**	**18%**	**12%**	**47%**		
	41%			**59%**			
**The highest income category for these family types is >80% HUD Area Median Family Income (HAMFI)*							

HUD Table 6 - Total Households *Data Source: 2016-2020 CHAS* *Total and percentage columns have been added by City Staff*

The HUD Area Median Family Income (HAMFI) analysis in the table above indicates the highest number of total households have incomes over 100% AMI (22,445 households, 47%), nearly half of which are small families with two to four members (10,365 households, 46%).

The largest cohort in the low-income household category are small family households (4,940 families), 30% of all low-income households. The next largest cohort are those with at least one person over the age of 62 to 74 (4,013 families, 24% of all low-income households).

Number of Low-Income Households by Family Type



City of Billings, Figure A - Available in PDF version, www.BillingsMT.gov/ConPlan

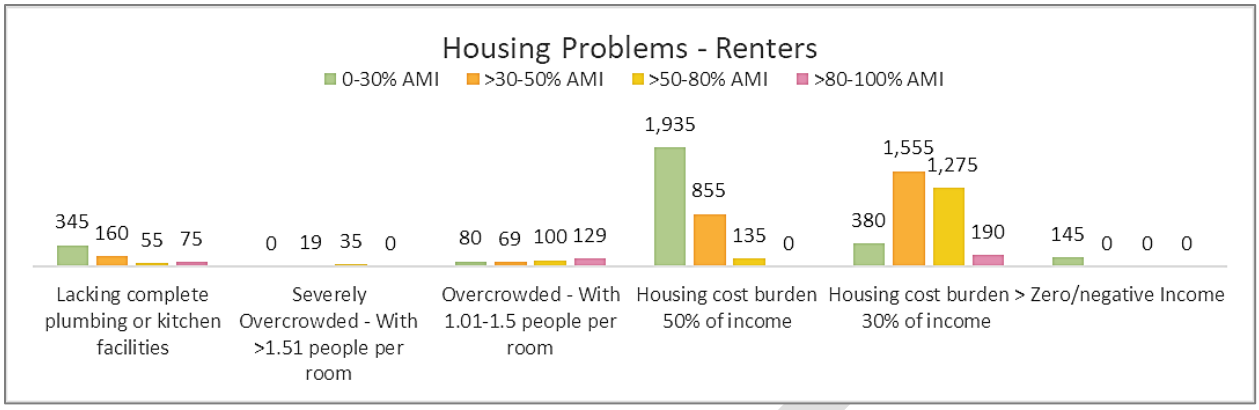
Housing Needs Summary Tables

Housing Problems (Households with one of the listed needs)

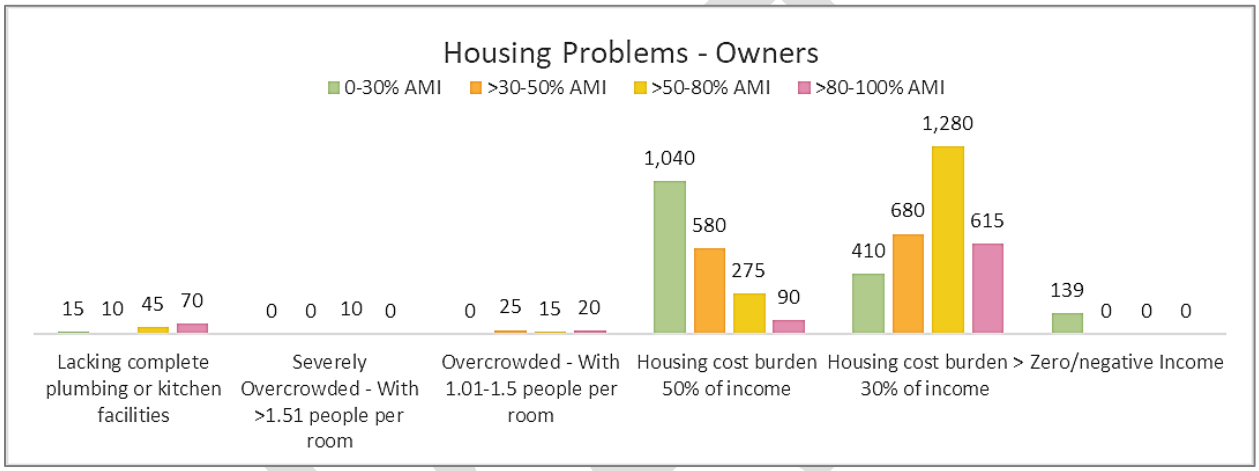
	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	345	160	55	75	635	15	10	45	70	140
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	19	35	0	54	0	0	10	0	10
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	80	69	100	129	378	0	25	15	20	60
Housing cost burden greater than 50% of income (and none of the above problems)	**1,935**	**855**	**135**	**0**	**2,925**	**1,040**	**580**	**275**	**90**	**1,985**
Housing cost burden greater than 30% of income (and none of the above problems)	**380**	**1,555**	**1,275**	**190**	**3,400**	**410**	**680**	**1,280**	**615**	**2,985**
Zero/negative Income (and none of the above problems)	145	0	0	0	145	139	0	0	0	139

HUD Table 7 - Housing Problems *Data Source: 2016-2020 CHAS*

Cost Burden: The most significant problem identified in the table above is housing cost burden, particularly for low-income renters. Over 3,000 renting households are paying more than 30% of their income for housing costs, and nearly 3,000 households are paying over 50% of their income for housing costs.



City of Billings, Figure B - Available in PDF version, www.BillingsMT.gov/ConPlan



City of Billings, Figure C - Available in PDF version, www.BillingsMT.gov/ConPlan

Housing Problems 2

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,360	1,110	325	205	4,000	1,055	620	340	180	2,195
Having none of four housing problems	920	2,555	3,680	1,873	9,028	809	1,770	4,005	3,245	9,829
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0
Households with One+ Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden										

HUD Table 8 - Housing Problems 2 *Data Source: 2016-2020 CHAS*

Housing Problems: Thirty-five percent of low-income renters represented in the above table (3,795 households) and twenty-three percent of low-income owners (2,015 households) have one or more of the four housing problems (lacking complete plumbing / kitchen facilities, overcrowding, or housing cost burden). Cost burden is particularly challenging for the elderly, followed by small related households.

Cost Burden > 30%

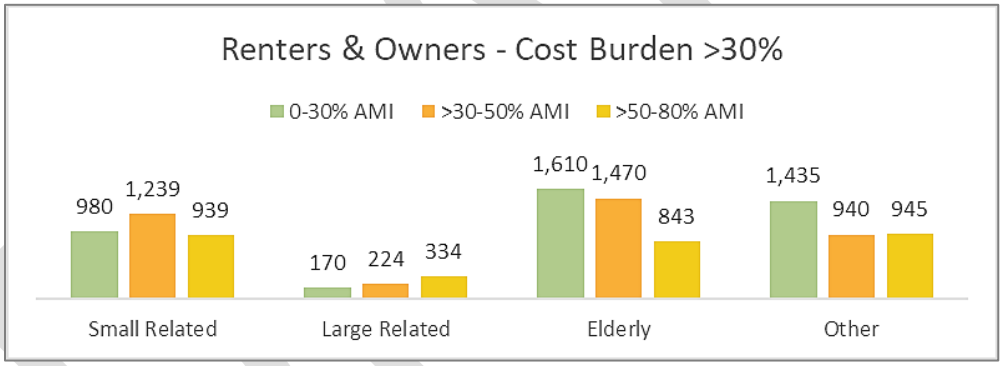
	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	555	789	320	1,664	425	450	619	1,494
Large Related	50	134	120	304	120	90	214	424
Elderly	930	1,000	374	2,304	680	470	469	1,619
All Other Households	1,200	660	660	2,520	235	280	285	800
Total need by income	2,735	2,583	1,474	6,792	1,460	1,290	1,587	4,337

HUD Table 9 - Cost Burden > 30% *Data Source: 2016-2020 CHAS*

Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	315	315	280	235	0	515
Large Related	0	0	0	0	80	20	4	104
Elderly	785	445	160	1,390	495	195	125	815
All Other Households	0	1,045	235	1,280	185	0	0	185
Total need by income	785	1,490	710	2,985	1,040	450	129	1,619

HUD Table 10 - Cost Burden > 50% *Data Source: 2016-2020 CHAS*



City of Billings, Figure D - Available in PDF version, www.BillingsMT.gov/ConPlan

Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	80	73	125	119	397	0	25	10	20	55
Multiple, unrelated family households	0	0	10	15	25	0	0	15	0	15
Other, non-family households	0	15	0	0	15	0	0	0	0	0
Total need by income	80	88	135	134	437	0	25	25	20	70

HUD Table 11 - Crowding Information *Data Source: 2016-2020 CHAS*

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
# Households with Children Present	21	24	36	81	0	7	7	14

HUD Table 12 - Crowding Information *Data Source: Statistical Atlas & 2016-2020 CHAS*

Children – Crowding: For the table above, Community Development staff utilized Statistical Atlas to determine 26.8% of all households in Billings (18,015) have children under the age of 18 in residence. HUD data was utilized with this percentage to estimate crowding by tenancy and household income.

Describe the number and type of single person households in need of housing assistance.

As of December 2024, HomeFront, the local public housing authority, reported a record-high waiting list for affordable housing, with 8,096 individuals awaiting assistance. Notably, 3,688 of these applicants are seeking one-bedroom units. This represents a significant need for housing assistance and smaller unit size. The average household size in Billings is 2.29 persons, and non-family households, which often include single-person households, constitute just over 42% of all households.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Families with Disabilities: While specific numbers of families with disabilities in need of housing assistance in Billings are not readily available, broader data provides some context. According to the U.S. Census Bureau, approximately 9.8% of Billings residents under the age of 65 have a disability. This statistic includes all individuals with disabilities, not just those in need of housing assistance. This suggests a significant portion of the population may face challenges related to disabilities, potentially impacting their housing needs.

Victims of Domestic Violence and Related Crimes: Data from local organizations sheds light on the prevalence of domestic violence in the area. Nearly 60% of reported crimes in Billings are related to domestic violence. In 2023, the Billings Police Department documented over 800 domestic violence cases, leading to more than 300 arrests.

As of February 2025, the YWCA Billings provided over 9,000 nights of emergency shelter to 157 adults and 105 children at their shelter. These figures highlight the substantial demand for housing assistance among victims and their families. There are currently four domestic violence and abuse shelters and programs in Billings, with two offering hotlines and one providing emergency shelter. While these services are crucial, the data indicates a persistent need for more comprehensive housing solutions to support affected families.

What are the most common housing problems?

The City of Billings faces several housing challenges, primarily centered around affordability, availability, pricing, lasting pandemic impacts, and the overall shortage of quality housing that meets the needs of its diverse community.

- **Housing Demand:** The demand for housing in Billings has led to increased property values and rental rates. In July 2020 and 2021, Billings was ranked as the number one emerging housing market by the Wall Street Journal, with median home prices rising 20% year over year. This surge has made it challenging for many residents to afford homes, leading to a competitive market with limited options for lower-income individuals.

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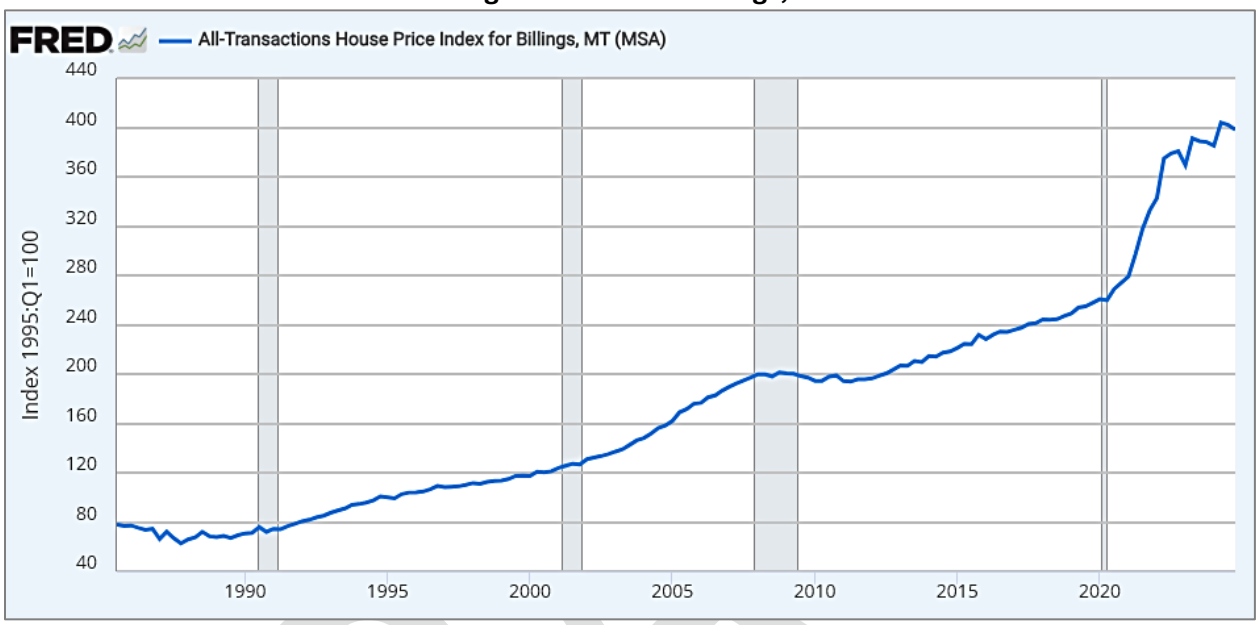
- **Housing Prices:** In the latter half of the 2010s, Billings experienced accelerated price increases fueled by population growth and limited new construction. The COVID-19 pandemic further disrupted market conditions. Initially, there was a sharp economic shock in early 2020, but as remote work and migration patterns changed, demand for housing in Billings surged. Limited inventory combined with increased demand from out-of-state buyers led to rapid price escalations. By the second quarter of 2024, housing prices reached the highest level on record.

Housing Price Index for Billings, Montana



City of Billings, Figure E - FRED Economic Data, Retrieved March 2025

- **Housing Availability:** The 2022 National Community Survey indicated the variety and availability of affordable, quality housing is much lower than national benchmarks. Nearly 40% of respondents noted the variety of housing options is "Poor" and 64% indicated the availability of affordable, quality housing is "Poor." There are just under 400 short-term rental housing units operating within the City limits, which effectively reduces the rental housing market.

  According to a recent "secret shopper" evaluation of the Billings Coordinated Entry System through the Montana Continuum of Care, housing is the most significant unmet need in Billings (assessment in Appendices).

- **Property Tax Increases:** In 2023, the Montana Department of Revenue conducted a biennial reappraisal of all properties, resulting in an average 49% increase in home appraisals statewide. This significant rise in assessed property values directly led to higher property taxes for many homeowners.

- **Property Insurance Premium Increases:** The combination of more frequent natural disasters and rising repair costs has led to a surge in insurance claims. To mitigate financial losses, insurers have raised premiums and, in some cases, reduced coverage options for homeowners.

- **Cost Burden:** Over 3,000 renting households are paying more than 30% of their income for housing costs, and nearly 3,000 households are paying over 50% of their income for housing costs. Cost burden is particularly challenging for the elderly, followed by small related households.

- **Housing Problems:** Thirty-five percent of renters (3,795 households) and twenty-three percent of owners (2,015 households) have one or more of the following housing problems: lacking complete plumbing / kitchen facilities; overcrowding; or housing cost burden.
    - The Community Health Needs Assessment notes most Yellowstone County residents live in healthy and safe housing. However, nearly ten percent report living in unhealthy or unsafe housing conditions. Over eight percent are very concerned and 37% are somewhat concerned about household hazards and safety.

Are any populations/household types more affected than others by these problems?

Certain populations and household types in Billings, Montana, are more affected by housing problems than others. Extremely low-income and small related renter households and elderly homeowners are most impacted by housing cost burden. Cost burden is particularly challenging for the elderly, followed by small related households. Many low-income households are experiencing housing cost burden and housing cost burden is an impediment to fair housing choice for this cohort.

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance. *91.205(c), 91.305(c)*

Families at risk of homelessness in Billings often struggle with high rent costs, low wages, and lack of affordable childcare or transportation. Without immediate intervention, they face the likelihood of losing stable housing and entering shelters or becoming unsheltered. Formerly homeless families and individuals who are receiving rapid rehousing assistance, through the Human Resources Development Council District 7, nearing the termination of that support face critical needs to ensure they remain stably housed and do not return to homelessness. Rental assistance, affordable housing, employment support, and social services are critical to preventing homelessness in these vulnerable groups.

Characteristics: Many spend 50% or more of their income on rent and utilities, leaving little for food, healthcare, transportation, and other necessities. Sudden expenses (e.g., medical bills, car repairs, or job loss) can push them into eviction or homelessness. Rising rental costs and a shortage of affordable housing units make it difficult to relocate after an eviction notice. Some landlords may decline lease renewals to convert units to short-term rentals or attract higher-income tenants.

They may work in low-wage jobs (e.g., retail, food service, caregiving) that offer inconsistent hours, seasonal employment, or no benefits. A job loss, reduction in hours, or unexpected expense can cause immediate financial crisis.

Harsh Montana winters lead to high heating bills, increasing financial strain. Lack of affordable public transportation makes it difficult to get to work, school, or services, further increasing expenses. Most live paycheck to paycheck, with no financial safety net. Some lack family or community support, leaving them with limited options if they lose housing.

Needs: Housing cost burden can be lessened through increased access to short-term financial aid for rent, utilities, and security deposits. Support for heating bills, transportation costs, essential home repairs, and expanded public transportation access for low-income families can promote stability.

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Developing additional affordable housing units, more job training programs, higher-wage opportunities, access to social workers, financial counseling, and mental health services can also foster improved household wellness.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates.

The City of Billings has not estimated the at-risk population.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness.

Several housing characteristics in Billings, Montana, have been linked with instability and an increased risk of homelessness, particularly for low-income individuals and families. These factors contribute to housing precarity, making it difficult for at-risk populations to maintain stable housing.

High Rent Costs & Lack of Affordable Units: Rising rental prices have outpaced wages, leaving many renters spending more than 30-50% of their income on housing. Many renters live paycheck to paycheck, making them vulnerable to financial shocks (e.g., medical emergencies, car repairs, job loss). High utility costs during Montana 's harsh winters add to housing expenses. Billings has limited legal aid services for tenants facing eviction, making it easier for landlords to remove tenants without challenge. Market-driven rent increases and landlords converting long-term rentals into short-term rentals (e.g., Airbnb) reduce affordable housing supply.

Low Rental Vacancy Rates and Limited Housing Options: Billings has low rental vacancy rates, meaning tenants have few options if they need to relocate. Landlords have leverage to increase rents or be more selective about who they rent to, often disadvantaging low-income tenants. Families with eviction records, poor credit, or criminal histories struggle to find housing, pushing them closer to homelessness.

Discussion

In conclusion, cost burden is the most significant housing issue for low-income households. Smaller families and the elderly are the largest cohorts experiencing housing cost burden. The majority of low-income households have been paying greater than 30-50% of their income for housing costs. For renters, the cost burden is more significant with small related households followed by the elderly. With homeowners, cost burden is more significant with the elderly followed by small related households.

Homeownership housing pricing has outpaced income levels indicating a continued need for down payment and closing costs assistance to promote housing stability for low-income families. The current housing stock in Billings, characterized by median home prices around $330,000 to $419,900, appears to be unaffordable for many residents when evaluated independently of current occupants. The gap between housing costs and local incomes suggests that a significant portion of the population may struggle to purchase homes at these prices, underscoring the need for more affordable housing options in the area.

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NA-15 Disproportionately Greater Need: Housing Problems 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

For the purposes of data analysis, HUD has provided data from the 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) to demonstrate the number of households with certain housing problems in each income strata. This data is derived from the American Community Survey (ACS).

0%-30% of Area Median Income

Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than one person per room - Cost burden > 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	City Staff Data Analysis Percentage in need and comparison to baseline data	
Jurisdiction as a whole	4,205	939	0	82%	Baseline
White	3,830	724	0	84%	Similar
Black / African American	**15**	**0**	**0**	**100%**	**Higher**
Asian	**65**	**0**	**0**	**100%**	**Higher**
American Indian, Alaska Native	70	85	0	45%	Lower
Pacific Islander	0	0	0	-	-
Hispanic	140	75	0	65%	Lower

HUD Table 13 - Disproportionally Greater Need 0 - 30% AMI *Data Source: 2016-2020 CHAS*

30%-50% of Area Median Income

Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than one person per room - Cost burden > 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	City Staff Data Analysis Percentage in need and comparison to baseline data	
Jurisdiction as a whole	3,960	2,085	0	66%	Baseline
White	3,230	1,930	0	63%	Similar
Black / African American	**150**	**25**	**0**	**86%**	**Higher**
Asian	0	0	0	-	-
American Indian, Alaska Native	**170**	**50**	**0**	**77%**	**Higher**
Pacific Islander	0	0	0	-	-
Hispanic	**345**	**65**	**0**	**84%**	**Higher**

HUD Table 14 - Disproportionally Greater Need 30 - 50% AMI *Data Source: 2016-2020 CHAS*

50%-80% of Area Median Income

Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than one person per room - Cost burden > 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	City Staff Data Analysis Percentage in need and comparison to baseline data	
Jurisdiction as a whole	3,225	5,124	0	39%	Baseline
White	2,550	4,644	0	35%	Similar
Black / African American	**50**	**10**	**0**	**83%**	**Higher**
Asian	**70**	**0**	**0**	**100%**	**Higher**
American Indian, Alaska Native	**150**	**85**	**0**	**64%**	**Higher**
Pacific Islander	4	30	0	12%	Lower
Hispanic	**263**	**170**	**0**	**61%**	**Higher**

HUD Table 15 - Disproportionally Greater Need 50 - 80% AMI *Data Source: 2016-2020 CHAS*

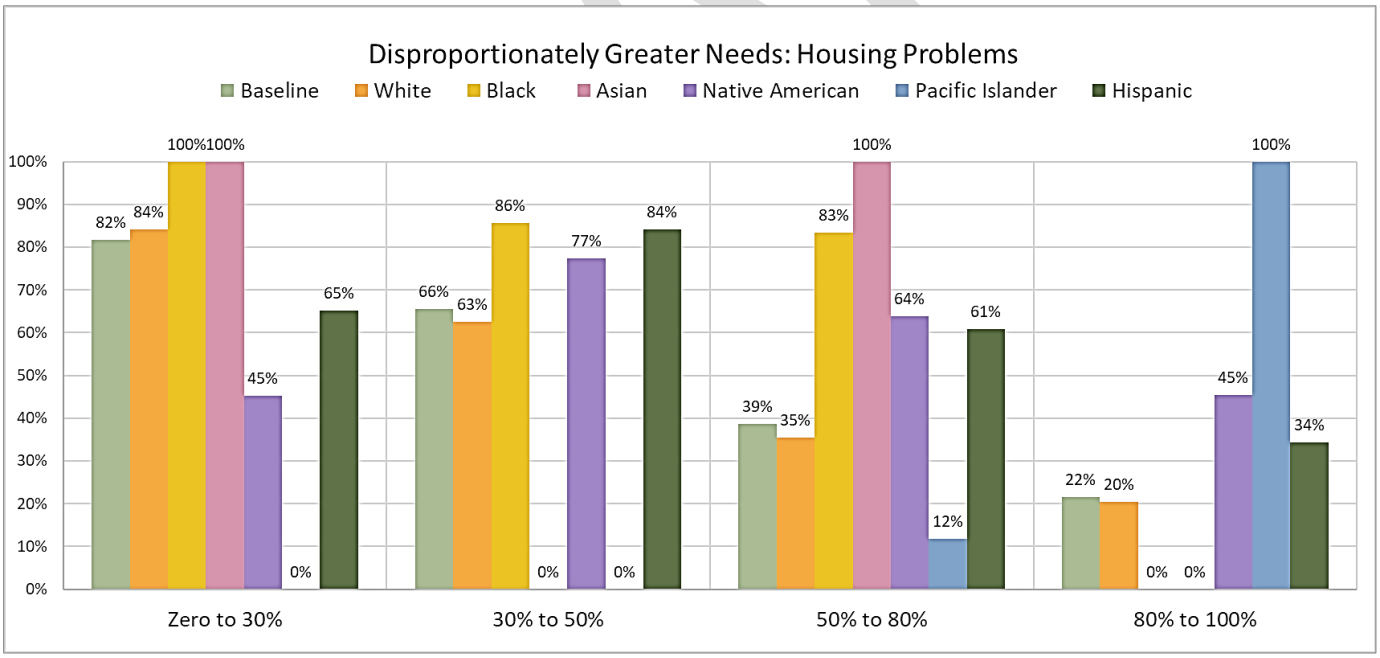
80%-100% of Area Median Income

Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than one person per room - Cost burden > 30%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	City Staff Data Analysis Percentage in need and comparison to baseline data	
Jurisdiction as a whole	1,185	4,313	0	22%	Baseline
White	980	3,828	0	20%	Similar
Black / African American	0	70	0	0%	Lower
Asian	0	30	0	0%	Lower
American Indian, Alaska Native	**25**	**30**	**0**	**45%**	**Higher**
Pacific Islander	15	0	0	100%	Higher
Hispanic	**125**	**240**	**0**	**34%**	**Higher**

HUD Table 16 - Disproportionally Greater Need 80 - 100% AMI *Data Source: 2016-2020 CHAS*

Discussion

Community Development staff utilized the "jurisdiction as a whole" category to establish a baseline for the prevalence of housing problems by race / ethnicity. The White cohort is relatively similar to the baseline and represents the majority (86%) of overall population households identified in HUD Tables 13 through 16. Collectively, minorities comprise just under 11% of the overall population and nearly all minority cohorts are more likely to have one or more housing problems. The only exception is the Pacific Islander population, although this cohort represents around 0.2% of the population.



City of Billings, Figure F - Available in PDF version, www.BillingsMT.gov/ConPlan

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

For the purposes of data analysis, HUD has provided data from the 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) to demonstrate the number of households with certain housing problems in each income strata. This data is derived from the American Community Survey (ACS).

0%-30% of Area Median Income

Severe Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than 1.5 persons per room - Cost burden > 50%	**Has one or more of four housing problems**	**Has none of the four housing problems**	**Household has no/negative income, but none of the other housing problems**	**City Staff Data Analysis** **Percentage in need and comparison to baseline data**	
Jurisdiction as a whole	3,415	1,729	0	66%	Baseline
White	3,095	1,449	0	68%	Similar
Black / African American	**15**	**0**	**0**	**100%**	**Higher**
Asian	**65**	**0**	**0**	**100%**	**Higher**
American Indian, Alaska Native	55	100	0	35%	Lower
Pacific Islander	0	0	0	-	-
Hispanic	90	120	0	43%	Lower

HUD Table 17 - Severe Housing Problems 0 - 30% AMI *Data Source: 2016-2020 CHAS*

30%-50% of Area Median Income

Severe Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than 1.5 persons per room - Cost burden > 50%	**Has one or more of four housing problems**	**Has none of the four housing problems**	**Household has no/negative income, but none of the other housing problems**	**City Staff Data Analysis** **Percentage in need and comparison to baseline data**	
Jurisdiction as a whole	1,730	4,325	0	29%	Baseline
White	1,330	3,830	0	26%	Similar
Black / African American	50	125	0	29%	Similar
Asian	0	0	0	-	-
American Indian, Alaska Native	60	160	0	27%	Similar
Pacific Islander	0	0	0	-	-
Hispanic	**215**	**195**	**0**	**52%**	**Higher**

HUD Table 18 - Severe Housing Problems 30 - 50% AMI *Data Source: 2016-2020 CHAS*

50%-80% of Area Median Income

Severe Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than 1.5 persons per room - Cost burden > 50%	**Has one or more of four housing problems**	**Has none of the four housing problems**	**Household has no/negative income, but none of the other housing problems**	**City Staff Data Analysis** **Percentage in need and comparison to baseline data**	
Jurisdiction as a whole	665	7,685	0	8%	Baseline
White	585	6,615	0	8%	Same
Black / African American	**30**	**30**	**0**	**50%**	**Higher**
Asian	**25**	**45**	**0**	**36%**	**Higher**
American Indian, Alaska Native	**30**	**210**	**0**	**13%**	**Higher**
Pacific Islander	0	35	0	0%	Lower
Hispanic	4	434	0	1%	Lower

HUD Table 19 - Severe Housing Problems 50 - 80% AMI *Data Source: 2016-2020 CHAS*

80%-100% of Area Median Income

Severe Housing Problems - Lacks complete kitchen facilities - Lacks complete plumbing facilities - More than 1.5 persons per room - Cost burden > 50%	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems	City Staff Data Analysis Percentage in need and comparison to baseline data	
Jurisdiction as a whole	385	5,118	0	7%	Baseline
White	370	4,438	0	8%	Similar
Black / African American	0	70	0	0%	Lower
Asian	0	30	0	0%	Lower
American Indian, Alaska Native	0	55	0	0%	Lower
Pacific Islander	**15**	**0**	**0**	**100%**	**Higher**
Hispanic	0	365	0	0%	Lower

HUD Table 20 - Severe Housing Problems 80 - 100% AMI *Data Source: 2016-2020 CHAS*

Discussion

Comparable to the previous housing problems analysis, the White cohort is relatively similar to the baseline and represents the majority (86%) of overall population households identified in HUD Tables 17 through 20. Collectively, minorities comprise just under 11% of the overall 80% AMI population and nearly all minority cohorts are more likely to have one or more housing problems. The only exception is the Pacific Islander population, again this cohort represents around 0.2% of the population.

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NA-25 Disproportionately Greater Need: Housing Cost Burdens *91.205 (b)(2)*

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

For the purposes of data analysis, HUD has provided data from the 2016-2020 Comprehensive Housing Affordability Strategy (CHAS) to demonstrate the number of households with certain housing problems in each income strata. This data is derived from the American Community Survey (ACS). The following HUD table displays the cost burden information for Billings and each racial / ethnic group, including:

- No cost burden for those paying less than 30% of household income for housing;
- Cost burden for those paying 30% to 50% of household income for housing; and
- Severe cost burden for those paying over 50% of household income for housing.

Housing Cost Burden

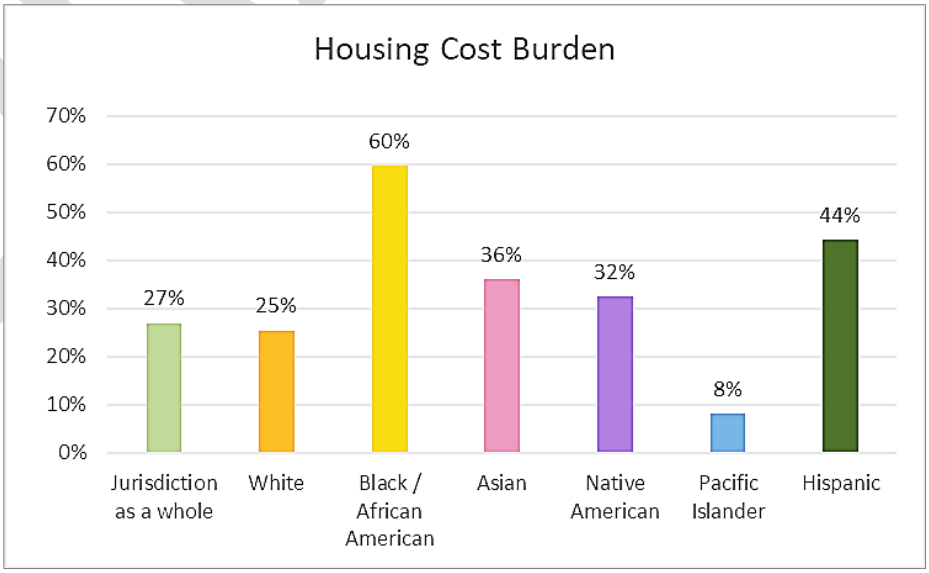
Housing Cost Burden	<=30% No Cost Burden	30-50% Cost Burden	>50% Severe Cost Burden	No / negative income (not computed)	City Staff Data Analysis Percentage in need and comparison to baseline data	
Jurisdiction as a whole	34,375	7,240	5,570	284	27%	Baseline
White	31,490	5,995	4,810	199	25%	Similar
Black / African American	**145**	**120**	**95**	**0**	**60%**	**Higher**
Asian	**240**	**45**	**90**	**0**	**36%**	**Similar**
American Indian, Alaska Native	**774**	**300**	**95**	**50**	**32%**	**Higher**
Pacific Islander	45	4	0	0	8%	Lower
Hispanic	**1,135**	**589**	**325**	**10**	**44%**	**Higher**

HUD Table 21 - Greater Need: Housing Cost Burdens AMI *Data Source: 2016-2020 CHAS*

Discussion

Nearly 47,500 households are included in the table above. According to the data, the White population is experiencing housing cost burden similar to the jurisdiction as a whole. The Black cohort represents the most severe housing cost burden, followed by the Hispanic, Asian, and Native American groups.

Over 1,600 racial / ethnic minority households under 50% AMI are experiencing housing cost burden. Housing cost burden is an impediment to fair housing choice for these cohorts.



City of Billings, Figure G - Available in PDF version, www.BillingsMT.gov/ConPlan

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NA-30 Disproportionately Greater Need: Discussion 91.205(b)(2)

Are there any income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Yes, racial and ethnic disparities exist in housing needs across different income categories. Certain groups often experience disproportionately greater housing burdens compared to others within the same income brackets:

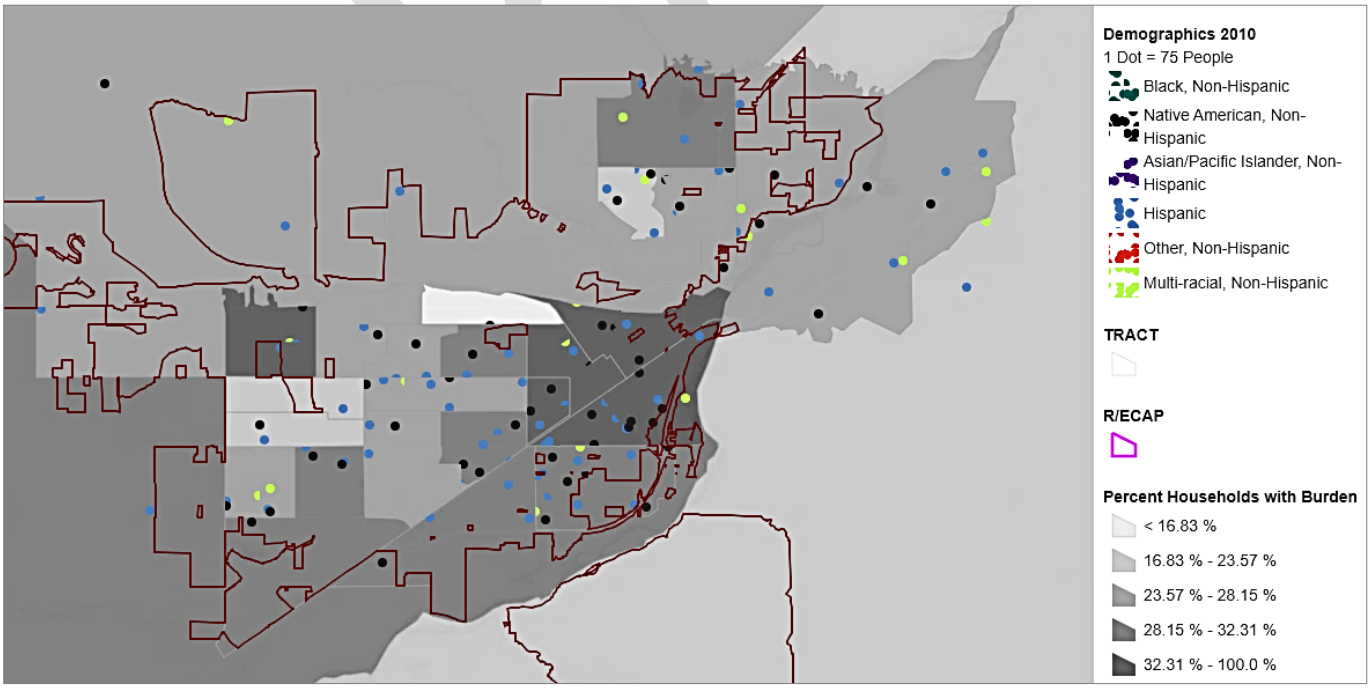
- All minority cohorts are more likely to have one or more housing problems.
- Over 1,600 racial / ethnic minority households under 50% AMI are experiencing housing cost burden. Housing cost burden is an impediment to fair housing choice for these cohorts.

If they have needs not identified above, what are those needs?

Low-income households experiencing housing cost burden and other housing problems would benefit from more subsidized housing, rental deposit assistance, down payment support, low-interest mortgages, and financial counseling. Other forms of assistance include: short-term relief to prevent eviction due to financial crises; help for homeowners struggling with high payments to avoid foreclosure, and programs to assist with rising energy costs and home repairs.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

In HUD's mapping system, It appears as though minorities are residing across all areas of the City. The highest percentage of cost-burdened households is located in the North Park and Southside neighborhoods. Smaller neighborhoods in the West End and Billings Heights are also identified, followed by the southwest corridor neighborhood.



City of Billings, Figure H - HUD Mapping System, Retrieved February 28, 2025

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NA-35 Public Housing 91.205(b)

Introduction

The HomeFront, the City's local public housing authority, is responsible for the administration of the public housing and Section 8 programs for the community. HomeFront is a municipal organization established under the laws of the State of Montana. The City of Billings' Mayor appoints Board members for the Housing Authority. HomeFront's strategic plan describes specific goals and objectives and the plan is available for review at HomeFront office located at 2415 1st Avenue North, Billings, Montana.

HomeFront's mission is to elevate the quality of life in our community by creating innovative, affordable, and sustainable neighborhoods. The vision statement is "Inspiring individuals and families, Promoting Partnerships, and Cultivating Change."

Shelter Plus Care, Single Room Occupancy and Supportive Housing Program funding amounts are not included in the City's Action Plan, as the funds are not available for allocation through the City's Consolidated Plan process. Funding allocated to HomeFront is contained in their Annual Action Plan and the City is not duplicating the reporting requirements that already exist in the Public Housing Agency Plan.

City staff maintain a collaborative relationship with HomeFront for affordable housing and community development projects. The City provided HomeFront nearly $2 million in CDBG and HOME funding from 1996 to 2015 to support affordable housing, including: family self-sufficiency; tenant-based rental assistance; low-income area infrastructure; and affordable housing development. This funding has aided in the development of 95 new affordable housing units (Spring Gardens, Old Town Square, Westchester Square, Lake Elmo Pre-Development / Phase One Infrastructure for Whitetail Run, and Pheasant Home).

Totals in Use

Program Type									
# of units vouchers in use Data Source	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
PIH Information Center	0	0	269	539	0	493	30	0	0
HomeFront	0	0	216	1,248	132	763	90	FYI 7	Mainstream 40
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition									

HUD Table 22 - Public Housing by Program Type

HomeFront's Assistance Program Usage / Demand - February 2025

Assistance Programs	Vouchers / Units in Use	Current Waiting List
HAB Housing Choice Voucher / Section 8 (Certificate)	763	3,075
Montana Housing Moderate Rehabilitation Section 8 Voucher Managed through HAB	26	0
Public Housing (Income Eligibility)	216	5175
Section 8 Project-Based Vouchers	132	96
Montana Housing - Housing Choice Voucher Managed through HAB	650	29, wait list closed
Veterans Affairs Supportive Housing (VASH) Housing Choice Vouchers	90	50
HOME Units	35	100
Tax Credit Units	62	100
Total:	**1,974**	**8,529**

City of Billings, Figure I - Source: HomeFront– Entered as Table in IDIS

Characteristics of Residents

	Program Type							
				Vouchers				
							Special Purpose Voucher	
	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	12,898	10,761	0	10,715	8,585	0
Average length of stay	0	0	4	4	0	4	0	0
Average Household size	0	0	3	2	0	2	1	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	18	90	0	83	6	0
# of Disabled Families	0	0	52	205	0	186	10	0
# of Families requesting accessibility features	0	0	269	N/A	N/A	N/A	N/A	N/A
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

HUD Table 23 - Characteristics of Public Housing Residents by Program Type *Data Source: PIC (PIH Information Center)*

Race of Residents

	Program Type								
				Vouchers					
							Special Purpose Voucher		
Race	Certificate	Mod-Rehab	Public Housing	Total	Project-based	Tenant-based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
White	0	0	162	430	0	390	25	0	0
Black/African American	0	0	6	19	0	18	1	0	0
Asian	0	0	0	4	0	4	0	0	0
American Indian/Alaska Native	0	0	100	84	0	80	3	0	0
Pacific Islander	0	0	1	2	0	1	1	0	0
Other	0	0	0	0	0	0	0	0	0

**includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition*

HUD Table 24 - Race of Public Housing Residents by Program Type *Data Source: PIC (PIH Information Center)*

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
Hispanic	0	0	9	47	0	41	5	0	0
Not Hispanic	0	0	260	492	0	452	25	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition

HUD Table 25 - Ethnicity of Public Housing Residents by Program Type *Data Source: PIC (PIH Information Center)*

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units.

Public Housing Tenant Needs: Data provided in the Housing Authority's Usage / Demand table represents the total number of vouchers and units available in the Billings area. The Public Housing program has a waiting list of over 5,000 households while only 216 units are available.

Waiting List for Accessible Units: HomeFront serves many households with a variety of special needs due to a disability. The Public Housing program has 37 handicap accessible units and HomeFront corporate subsidiary has 31 adaptable units. HomeFront has added several fully accessible and adaptable units of varying unit sizes to ensure accessibility for all applicant types including the vision impaired, hearing impaired or wheelchair accessible to accommodate the mobility impaired. When a wheelchair accessible unit becomes available, HomeFront staff spend several weeks trying to find an applicant with those needs ready to move, making the units sometimes difficult to fill.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders.

There are 5,175 households on the Public Housing waiting list and 3,075 households on the Section 8 tenant-based waiting list. This indicates a high need for application, deposit, rent, and mortgage assistance. Applicants currently on Public Housing waiting lists by unit size are as follows:

- One bedroom: 3,810
- Two bedroom: 960
- Three bedroom: 248
- Four bedroom: 157

This data supports the high need for smaller units, particularly one-bedroom rentals. HomeFront only has 32 one-bedroom public housing units, indicating a high need for access to affordable housing coupled with a need for housing assistance. The elderly and disabled are typically higher need and placed first, leaving the remaining households on the waiting list.

HomeFront can meet the needs of hundreds of households through the Housing Choice Voucher / Section 8 program while thousands of households remain on the waiting list. Section 8 clients often have a difficult time finding units they can rent in higher income areas. Many rental units in Billings are too expensive for prospective tenants to use their Section 8 voucher. HomeFront staff indicates many of those issued a voucher are unable to find a rental unit due to the low inventory of available rentals.

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Voucher holders typically have less income, which makes daily life more challenging on most levels. Many need access to basic necessities such as education, literacy, transportation, employment, parenting skills, access to preschool, medical care / coverage and funds to support daycare expenses. They also need support to be able to follow through with program compliance and develop better skills to obtain higher paying jobs in the community.

How do these needs compare to the housing needs of the population at large.

The needs of voucher holders greatly exceed the housing needs of the population at large. Competition to secure housing often favors households who do not have credit barrier, can come up with required deposits and can pay premium rates for housing units. Additionally, the population at large is also able to access housing in a wide range of income areas, unlike voucher holders who are often unable to find affordable units in higher income areas that will accept their Section 8 voucher.

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NA-40 Homeless Needs Assessment 91.205(c)

Introduction

Although current data on homelessness in Billings is limited, existing records and community insights suggest that there are critical gaps in shelter, healthcare, and social support services for those experiencing homelessness. Billings has a robust network of services, but like many communities, there is ongoing debate and effort around whether these services are sufficient given the scale of the problem.

The Montana point-in-time survey is an annual, unduplicated count of the people, both sheltered and unsheltered, in the community who are experiencing homelessness on a single night. While the survey provides vital information, the survey data only provides a snapshot of homelessness and does not count or include all individuals and households experiencing homelessness. According to the *2024 Montana Homeless Population* point-in-time count, 273 respondents were experiencing homelessness in Billings. Of these respondents, 42% were in transitional housing, 30% were sheltered and the remaining 28% were unsheltered. Respondents included 238 individuals, 30 family households and five child-only households. The 30 family households included four households with children aged zero to four years, 12 households with children aged five to 12 years, and eight households with children aged 13 to 17 years. The count identified 72 adult only respondents and eight households with children that were experiencing chronic homelessness.

The Homeless Management Information System (HMIS) is used by agencies in Billings to gather data about the community's homeless population, identify strengths and gaps in the community's homelessness assistance system and plan programs and services to address local needs.
Data from Homeless Management Information System (HMIS) collected from January 1, 2024 to December 21, 2024 indicates that 1,533 total people were served by agencies in Billings. This figure represents 1,326 adults and 170 children, including 234 people served under 25 years of age. The data included 75 veterans and 144 chronically homeless persons. Additionally, data identified 427 "stayers", which are individuals who remain in the homeless system for an extended period. This designation is used to identify clients who may be experiencing chronic homelessness or who require more intensive, long-term support to achieve housing stability. Many systems use specific thresholds (for example, remaining in shelter for 90 days or longer) to define someone as a "stayer." Nearly 93% of "stayers" were adults. Data identified 1,106 "leavers", which are individuals who exit the homeless system whether by moving into permanent housing, transitioning to another program, or no longer needing services. Essentially, *leavers* have successfully moved out of the homeless service system. Almost 84% of "leavers" were adults.

Homeless Needs Assessment

Data is statewide. Staff has asked for information specifically for Billings – pending future updates.

Population	Estimate # of persons experiencing homelessness on a given night		Estimate # experiencing homelessness each year	Estimate # becoming homeless each year	Estimate # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Unsheltered	Sheltered				
Persons in Households with Adult(s) and Child(ren)	14	152				
Persons in Households with Only Children	4	8				
Persons in Households with Only Adults	485	901				

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Population	Estimate # of persons experiencing homelessness on a given night		Estimate # experiencing homelessness each year	Estimate # becoming homeless each year	Estimate # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Unsheltered	Sheltered				
Chronically Homeless Individuals	214	209				
Chronically Homeless Families	3	25				
Veterans	55	113				
Unaccompanied Youth	36	86				
Persons with HIV	0	0				

HUD Table 26 - Data Source: Montana Continuum of Care, March 2025

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

Chronically homeless individuals are often the most visible amongst the homeless population. HUD defines *chronic homelessness* as having a disability and either having been homeless for over a year or having experienced at least four episodes of homelessness within the past three years.

In Billings, 26% percent were chronically homeless individuals and an additional three percent of those counted were chronically homeless families. Eleven percent of those experiencing homelessness in Billings are households with adults and children. Veterans comprise fifteen percent of the overall homeless population and unaccompanied youth represent two percent of the total population.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Families with Children: According to the 2024 Montana Homeless Population point-in-time count, 30 family households were experiencing homelessness. Of the family households identified, 13% included households with children aged zero to four years, 40% included households with children aged five to 12 years and the remaining 27% included children aged 13 to 17 years. The most recent local homeless assessment, completed in 2020, indicated that a substantial proportion of Billings' low-income households with children are housing insecure. While exact numbers vary, data from the homeless point-in-time counts and local service agency reports suggest that hundreds of families with children are in need of stable, affordable housing. For example, a 2019 survey found that about 35% of homeless households in Billings include children. Billings Public Schools provided services for 600 unhoused children in Billings and the school district is working to form a Family Resource Center to combat family homelessness.

Veterans: The 2024 Montana Homeless Population point-in-time count identified 40 veterans experiencing homelessness. However, the United States Department of Veterans Affairs (VA) announced a significant decrease (18.8%) in veteran homelessness across the state. The VA also announced it housed 249 veterans who were previously experiencing homelessness. Data is not available relative to the needs of families of veterans.

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Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The 2024 Montana Homeless Population point-in-time count identified 273 individuals, nearly 50% were White, 41% were Native American, and nearly nine percent were listed as "other". The Native American cohort is disproportionately represented in the unhoused population.

Nature and Extent of Homelessness

Data is statewide. Staff has asked for information specifically for Billings – pending future updates.

Race:	Sheltered	Unsheltered
White	829	382
Black or African American	58	20
Asian	8	3
American Indian	307	97
Pacific Islander	8	4
Ethnicity:	**Sheltered**	**Unsheltered**
Hispanic	90	29
Not Hispanic	78	33

HUD Table 27 - Data Montana Continuum of Care Coalition

Requested December 2024

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Pursuant to the HEARTH Act, sheltered and unsheltered homeless are defined as follows:

- **Sheltered Homeless:** An individual or family living in a supervised publicly or privately operated shelter designed to provide temporary living arrangements, including congregated shelters, transitional housing, and hotels and motels paid for by charitable organization or by federal, state, or local government).
- **Unsheltered Homeless:** An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Thirty percent of those represented in the charts above were sheltered, 42% were in transitional housing, and 28% were unsheltered.

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NA-45 Non-Homeless Special Needs Assessment 91.205 (b,d)

Introduction

HUD requires the City to describe, to the greatest extent practicable, the level of housing need for persons who are not homeless but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, and victims of domestic violence, dating violence, sexual assault and stalking.

American Community Survey and Census estimates may be useful at some level to determine overall disability rates. It is also important to note the margin of error for some data sets is quite large in many combined categories.

Describe the characteristics of special needs populations in your community.

Elderly (ages 62+): There are 120,864 living in Billings (2023 Census estimates) and 18.4% of the total population in Billings is aged 65 and older, totaling 22,239 people.

Frail Elderly (requires assistance with three or more activities of daily living, such as bathing, walking, and performing light housework): The 2023 five-year American Community Survey estimated 3,463 people between the ages of 65 and 74 with a disability (+/-884) and an additional 5,312 (+/- 1017) aged 75 years and older with a disability. The survey provided estimates for people over the age of 65 with the following difficulties: hearing (4,365 people, +/- 1076); vision (714 people, +/- 362); self-care (820 people, +/- 372); or independent living (2,534 people, +/- 774).

Persons with Disabilities: The American Community Survey estimates indicate a civilian non-institutionalized population of 118,517 individuals, of which, 17.1% / 20,313, have a disability. Just over 17% of the White population is identified as disabled and17% of those reporting two or more races are reported as disabled.

Addiction: Montana 's Office of Epidemiology and Scientific Support provides recent statistics on drug / alcohol use. The annual death rate from alcohol-related causes is much higher than the national rate (31 deaths per 100,000 people versus 17 in the nation). The Community Health Needs Assessment indicates just over 23% of area adults are excessive drinkers.

Mental Health: The Office of Epidemiology and Scientific Support states 270 Montana citizens die by suicide each year and in 2017, the suicide rate was two times higher than the national rate (29 deaths per 100,000 people versus 14 deaths per 100,000 people in the United States). Males account for 80% of suicide deaths in Montana. One in ten high school students reported having attempted suicide in the past twelve months.

Persons with HIV/AIDS: According to the Montana Department of Health and Human Services, approximately 21 people are diagnosed with HIV each year. In 2020, 16 newly diagnosed HIV cases were reported in Montana. Data is not currently available relative to the number of cases in Billings.

The Community Health Needs Assessment indicates the prevalence of nearly 105 HIV cases per 100,000 population in Yellowstone County. In 2023, there were seven new cases identified. RiverStone Health, Billings Clinic and Planned Parenthood offer HIV/AIDs testing and resources. RiverStone Health is providing HIV services to about 170 people through the federal Ryan White Act.

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Similar to other special populations, low-income individuals living with HIV/AIDs require additional resources to help keep them housed and stable. Healthcare and medication costs put more of a burden on low-income households that are already struggling with high housing cost burdens. Long-term, stigma-free housing and healthcare are necessities to support Billings residents living with HIV/AIDS.

Domestic Violence Victims: Over 23% of Community Health Needs Assessment survey respondents indicate they have been a victim of domestic violence at least one time in their life. This figure is higher than the nation's 13% data point.

What are the housing and supportive service needs of these populations and how are these needs determined?

One of the most significant housing problems in Billings for both owners and renters of all income levels and populations is housing cost burden. Single-person households with incomes less than 30% AMI are also a very high need as per HomeFront's waiting list. Nearly 1,500 minority households with incomes less than 80% AMI are experiencing one or more housing problems.

Elderly: Housing affordability continues to be a challenge for the elderly, particularly those who are homeowners. Nearly 500 elderly owner households with extremely low-incomes are spending more than 50% of their income on housing costs. Households at 80% of the area median income are similarly cost-burdened.

Persons with Disabilities, HIV/AIDS and Domestic Violence Victims: Service providers indicate the continuous need for rental housing assistance and owner-occupied housing rehabilitation. Supportive services include linkage to transportation, medical / dental care, childcare, reliable and sustainable food sources, and case management.

Addicted Persons: The development of sober living housing options are in demand in Billings, along with behavioral / addiction health services. Additionally, a short-term sobering center with accelerated access to inpatient, detoxification treatment and long-term addiction treatment options would be helpful in serving addicted persons.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area.

The Community Health Needs Assessment indicates the prevalence of nearly 105 HIV cases per 100,000 population in Yellowstone County. In 2023, there were seven new cases identified. RiverStone Health is providing HIV services to about 170 people through the federal Ryan White Act.

Most HIV cases occur in males aged 25 to 36. The Community Health Needs Assessment reports higher HIV rates among African Americans and Hispanics. The most common risk factors for HIV among these patients are intercourse with men and injection of illicit substances.

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NA-50 Non-Housing Community Development Needs 91.215 (f)

Describe the jurisdiction's need for Public Facilities.

Public facilities are the assets and institutions owned or operated by the government that provide services to residents—such as schools, libraries, parks, public transit stations, and community centers.

Domestic Violence Response / Intervention Services: The 2023 Community Health Needs Assessment indicates over 23% of respondents in Yellowstone County have experienced intimate partner violence: much higher than the national percentage of just under 14%.

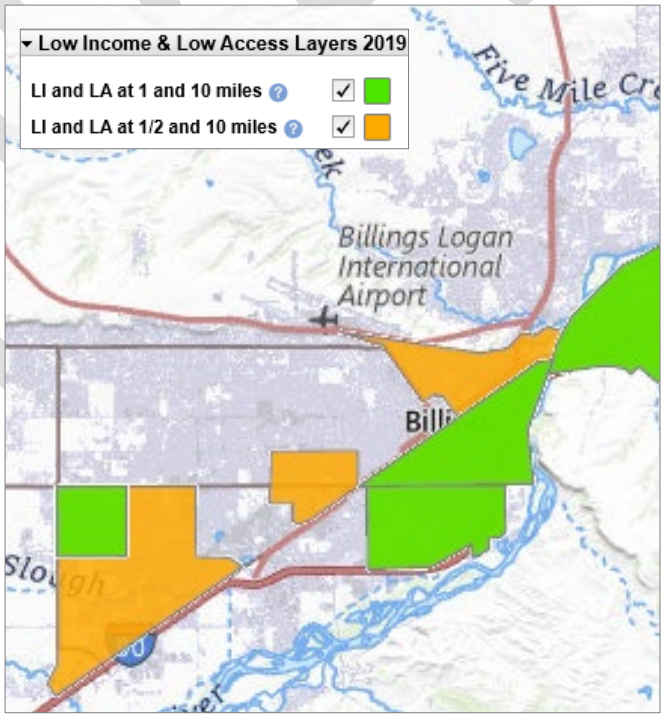
Nearly 60% of reported crimes in Billings are related to domestic violence. The Billings Police Department responds to over 600 non-aggravated Partner or Family Member Assaults annually, the highest number of offenses in the state. This number doesn't include aggravated Partner or Family Member Assaults or other domestic violence-related crimes. Children exposed to domestic violence may experience life-long, chronic health conditions, engage in risky behavior, and may have a lower life expectancy.

Food Security: The 2023 Community Health Needs Assessment indicates 22% of respondents are determined to be "food insecure" and report running out of food in the past year. Over 21% of the Yellowstone County population is food insecure. Over 27% find it "very / somewhat" difficult to purchase fresh produce: higher than the national percentage of 21%.

The USDA ERS - Food Access Research Atlas presents an overview of food access indicators for low-income and other census tracts using different measures of supermarket accessibility; Provides food access data for populations within census tracts; and offers census-tract-level data on food access that can be downloaded for community planning or research purposes.

Food Security: Low-Income and Low-Access Neighborhoods

Locations where a significant number or share of residents is more than one or one-half mile from the nearest supermarket.



City of Billings, Figure J- Food Access Research Atlas, Retrieved March 2025

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Public Safety: Safety remains the top priority for Billings residents. Ratings for safety services tend to be below national benchmarks. The overall feeling of safety has decreased from 55% as reported by survey results in 2016 to 28% as reported by survey results in 2022. Enhancing facilities and technology for police, fire, and emergency services may assist in meeting the needs of a growing and increasingly diverse population.

How were these needs determined?

Needs were determined through consultation with the Public Works Department, the Billings City Council, social service providers, through public meetings and hearings, via survey respondents, and those identified in the citizen participation section of this Consolidated Plan. Results from the City's National Community Survey, Yellowstone County's Community Health Needs Assessment and the Community Development Division's five-year Consolidated Plan Survey were also utilized to determine needs.

Describe the jurisdiction's need for Public Improvements.

Public improvements refer to the enhancements, upgrades, or renovations made to public facilities and the broader public infrastructure (i.e. roads, bridges, utilities, and digital networks) to ensure they are modern, efficient, and capable of meeting current and future community needs.

The Public Works Department spearheads a five-year Capital Improvement Planning process beginning each November. All City departments are given an opportunity to review past projects and proposed projects for the next five years. By mid-January, projects are prioritized based on input from the public during the year. Every two years in February, the Public Works Department holds two public hearings to review the Capital Improvement Plan to garner need and prioritize projects over the next five years.

Lead Water Service Lines: The Public Works Department is replacing lead water service lines from city mains to residential property lines. Staff estimates there are 200 residences needing these improvements and many are located in low-income neighborhoods and are older homes. It is the homeowner's responsibility to replace the lines from the property line to the residence and the cost per home is estimated at $3,000 to $10,000 per residence. Cost burden is a particularly concerning finding in this Consolidated Plan, therefore, assistance for low-income homeowners to replace these lines is a significant recommendation.

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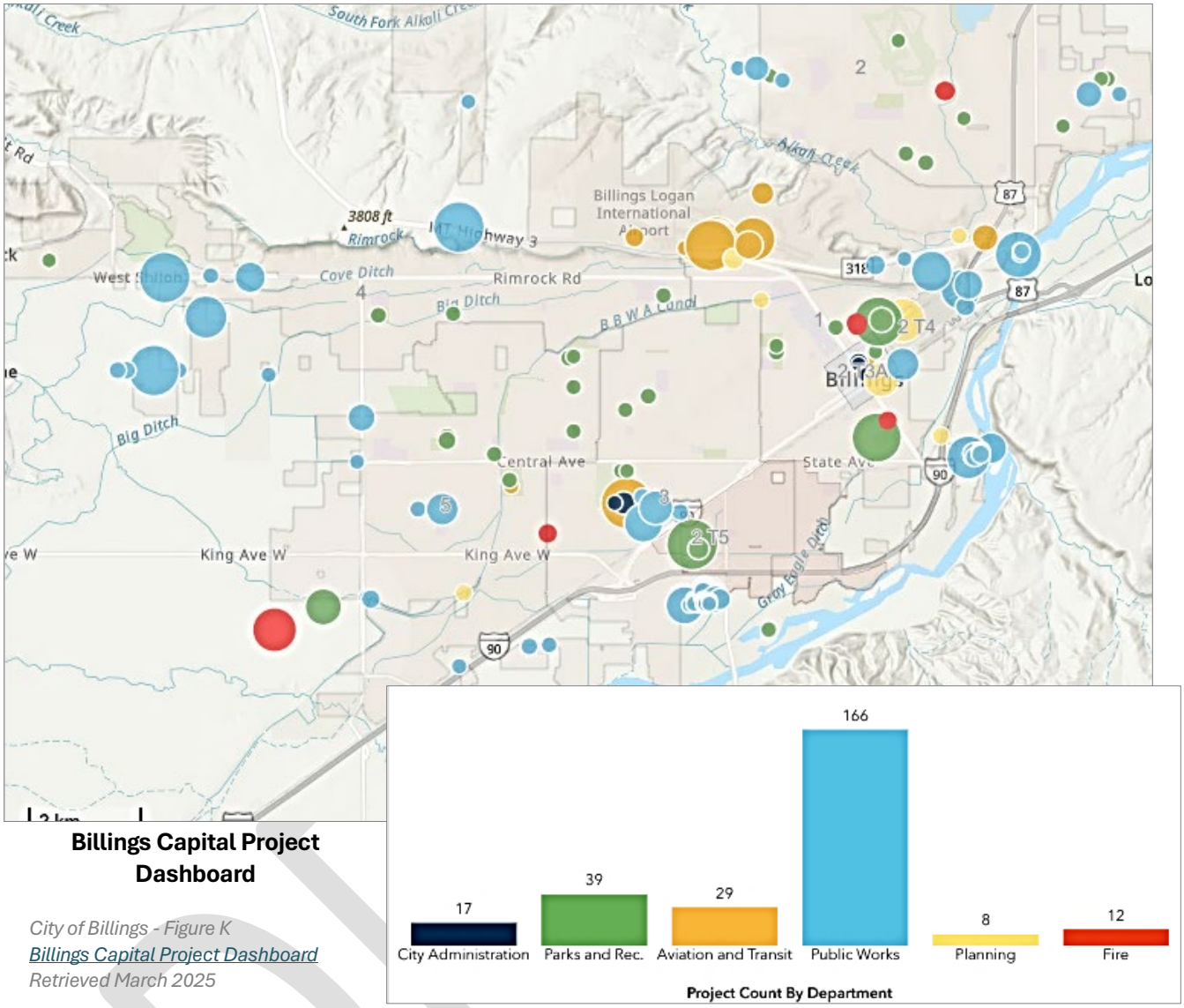

Billings Capital Project Dashboard

City of Billings - Figure K
Billings Capital Project Dashboard
Retrieved March 2025

Other Public Facilities: Low-income neighborhoods could also benefit from:

- Upgrading aging water, sewer, and electrical systems, as well as roads and bridges, to support current and future demand.
- Expanding and improving public transit, pedestrian pathways, and bike lanes to ensure safe and efficient movement throughout the city.
- Increasing investment in parks, community centers, and recreational facilities to promote quality of life and community engagement.
- Upgrading libraries, schools, and cultural institutions to support education, civic engagement, and economic development.

How were these needs determined?

Needs were determined through consultation with the Public Works Department, the Billings City Council, social service providers, through public meetings and hearings, via survey respondents, and those identified in the citizen participation section of this Consolidated Plan. Results from the City's National Community Survey, Yellowstone County's Community Health Needs Assessment and the Community Development Division's five-year Consolidated Plan Survey were also utilized to determine needs.

Describe the jurisdiction's need for Public Services.

As of March 13, 2025, key priorities identified by the City's Consolidated Plan survey include improved access to healthcare and mental health care, the First Time Home Buyer program, home repair programs, services for veterans and military families, K-12 education, and school readiness.

Public Safety: Safety remains the top priority for Billings residents. Ratings for safety services tend to be below national benchmarks. The overall feeling of safety has decreased from 55% as reported by survey results in 2016 to 28% as reported by survey results in 2022.

The City's Citizen Survey's open-ended questions indicated a strong need for public safety including response to crime and safety services. The Billings Police Department's 2023 Annual Report indicates 1,095 violent crimes and 5,088 property crimes were investigated in 2022. This data represents a decrease in violent crimes of eight percent and a decrease in property crimes of four percent compared to data reported in 2021. However, data for the last five years indicates historic increases in violent crimes and property crimes. Crime rates are driven largely by addiction and mental illness. The Billings Police Department investigated 890 drug offenses in 2023.

The Billings Street Crimes Unit established in 2018 reports success in disrupting crime. The unit was expanded in 2020 and again in 2022 to include a sergeant, two detectives and four patrol officers. In addition to police staffing, staffing could be increased to support prosecutor caseloads. Special emphasis on crime prevention efforts and traffic safety have also been identified as jurisdictional public service needs.

The City of Billings can continue to implement Crime Prevention through Environmental Design concepts in local parks and throughout low-income neighborhoods. Consolidated Plan survey respondents indicated the need for added streetlights to deter crime and enhance public safety.

Food Security and Poverty-Impact: According to local social service providers, there is a demonstrated need for food security and poverty-impact initiatives in the Billings area. Many individuals are experiencing housing cost burden, which constrains household income available to meet other basic needs. Results of the National Community Survey also support the need for food security. Ratings for the availability of affordable, nutritious food has decreased 17% compared to results of the 2016 survey. Nearly 22% of residents are determined to be "food insecure" and report running out of food in the past year or report concerns about running out of food.

AmeriCorps VISTA members have played a pivotal role in promoting urban agriculture, enhancing food security, and fostering community engagement in Billings. Members have worked with host site organizations to enhance food security through the development of community, container, and backyard/assisted housing gardening programs including HomeFront's Whitetail Run, St. Johns, and Pleasantview apartments.

A VISTA member facilitated the development of the Magic City Community Gardens Coalition to coordinate resources, workshops, and expand gardening knowledge. VISTA members have also supported

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community garden and urban food resource expansion with the Billings Parks and Recreation Department including Amend Park, the Parkland Gleaning Project, and mapping fruit trees and berry farming locations for public access.

Healthy by Design is a RiverStone health initiative that hosts a Gardener's Market each Thursday afternoon from June through early October in South Park. This unique market allows farmers and backyard gardeners to sell their produce without a vendor fee, ensuring fresh fruits and vegetables remain affordable for all. Shoppers can use WIC Vouchers, SNAP, double SNAP dollars, and senior coupons at the market. Beyond fresh, locally grown produce, the market also offers live entertainment and community resources, creating a vibrant and welcoming atmosphere for all. The Healthy by Design Gardeners' Market plays a significant role in enhancing food security and promoting healthy lifestyles within the Billings community.

The City of Billings can expand these initiatives by creating indoor winter markets to ensure year-round access to fresh food, support mobile markets to travel to food-insecure areas, and provide HOME-ARP funding to organizations feeding qualified populations, such as Billings Family Service, Saint Vincent de Paul, and The Salvation Army.

Mental and Physical Health Care Needs: Lower income residents are experiencing poorer health due to lack of access to medical and dental care, mental and physical health issues, and unhealthy behaviors. They are also classified as having greater health risk and a higher prevalence of chronic conditions than higher income individuals. Access to healthcare coverage continues to be an issue for many low-income households.

The Community Health Needs Assessment indicates over 30% of low-income residents self-reported fair or poor health. Access to healthcare coverage continues to be an issue for many low-income households. Over 40% of low-income residents reported difficulties or delays in receiving healthcare in the past year, according to the Community Health Needs Assessment. Ratings for overall health and wellness opportunities have decreased almost 20% and ratings for the availability of affordable, nutritious food has decreased 17% compared to results of the 2016 survey.

- Over 15% of respondents self-reported fair or poor health and over 30% of low-income residents self-reported fair or poor health. Over 20% of respondents self-reported fair or poor mental health and approximately 21% of low-income residents self-reported fair or poor mental health. Yellowstone County reports approximately 33% of adults have been diagnosed with a depressive disorder, which is higher than figures reported for Montana (22.6%) and the United States (20.6%).

  In Yellowstone County, there were 26 suicides per 100,000 residents; the suicide rate in Yellowstone County is slightly higher than Montana (25.7) and much higher than the United States (13.9). Approximately 33% of low-income residents have considered attempting suicide. Nearly nine percent of Yellowstone County residents and nearly 17% of low-income residents report a time in the past year when they were unable to receive mental health services. Nearly 82% of respondents rated mental health as a major problem in the community citing lack of resources, access to mental health services for adults and children and access to ongoing psychiatric care as key challenges.

The City of Billings will continue to provide HOME-ARP funding to support the expansion of health/mental health care opportunities for low-income citizens. The City can also continue to invest in safe parks, trails, and recreation centers that encourage physical activity and social engagement. These environments not only improve physical health but also support mental well-being through community connection.

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Homeownership and Repair: Homeownership for first-time homebuyers is a challenge for low-income households due to rising sale prices, increasing interest rates and economic hardships. These challenges also translate to increased cost burdens and financial constraints limiting the ability to make needed repairs like replacing furnaces, installing new roofing, completing electrical and plumbing work, and improving weatherization and energy efficiency by replacing windows and adding insulation. The Community Health Needs Assessment indicates nearly 50% of low-income residents and nearly nine percent of elderly residents experience housing insecurity and are concerned about paying their rent or mortgage.

Homeownership is vital in Billings for several key reasons that contribute to both individual financial stability and overall community well-being. When residents purchase homes, they build equity over time, wealth accumulates to provide financial security, serves as collateral for future investments, and contributes to long-term economic stability for families. A stable, homeowning population contributes to a consistent tax base, enabling better funding for schools, public safety, and infrastructure; benefits that enhance the overall quality of life.

Home repair programs retain and increase property values over time while helping low-income homeowners build equity and secure financial assets. Timely repairs prevent minor issues from evolving into major, more expensive problems, easing the financial burden on families and reducing potential displacement. Consistently maintained homes contribute to overall neighborhood appeal, fostering a sense of pride and encouraging further community investment. Repair programs also engage local contractors and suppliers which stimulates local economic activity and job creation.

Human Trafficking and Domestic Violence Services: According to the National Human Trafficking Hotline, 29 cases of human trafficking involving 43 victims were identified in Montana in 2023. Of the cases identified, 23 cases involved adults, and six cases involved minors. Nearly three times more female victims were identified than male victims. Over 23% of Community Health Needs Assessment survey respondents indicate they have been a victim of domestic violence at least one time in their life. This figure is higher than the nation's 13% data point.

Federal and local authorities are working to raise awareness in the Billings community. Established in 2016, the Yellowstone Human Trafficking Task Force works to coordinate efforts among law enforcement, service providers, community groups, and volunteers in Yellowstone County, Montana, and surrounding areas. Its mission includes investigating and prosecuting traffickers and buyers, supporting victims of labor and sex trafficking, raising community awareness, and preventing future trafficking. The HER Campaign, a former Billings Metro VISTA Project host site, provides immediate crisis intervention and programming includes a safe house, emergency shelter, long-term residential housing, transitional living, and group living accommodations.

The City of Billings continues providing human resources to nonprofit organizations to engage educated, highly motivated AmeriCorps VISTA members to volunteer for year-long, full-time service to expand service delivery, generate funding, and engage volunteers to combat human trafficking and domestic violence. The City can also provide HOME-ARP funding to support services to survivors to ensure long-term recovery.

Missing and Murdered Indigenous People: Native women face a significantly higher risk of violence, with rates of rape or sexual assault 2.5 times higher than the national average. Murder is the third leading cause of death for Native women, yet these figures likely underestimate the true scope of the crisis due to systemic racism, underreporting, misclassification, and deep-seated distrust of law enforcement. Despite the urgency of this issue, there remains a critical gap in data and research on the experiences of Native women in urban areas, leaving many cases overlooked and unresolved.

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Billings is located near the Crow Nation (Apsáalooke) and Northern Cheyenne Nations. Yellowstone County has the highest number of unique individuals missing, between 2017 and 2019, in Montana. While Billings itself is not on tribal land, it serves as a regional hub for many Indigenous people from surrounding reservations who travel there for work, education, healthcare, and other services. The city has a significant urban Native American population, which is why issues like Missing and Murdered Indigenous People are particularly relevant in the area.

Billings can play a vital role in addressing the crisis of missing and murdered Indigenous individuals by taking a multi-faceted, community-driven approach including: enhancing jurisdictional collaboration between local law enforcement, tribal police, and federal agencies (Federal Bureau of Investigations, Bureau of Indian Affairs) to eliminate gaps in investigations; expand the use of the Ashanti Alert system; raise public awareness to inform the broader community; coordinate with authorities to garner volunteers for rapid response support for searches, providing food, transportation, financial support, distribute flyers and expand social media flyer and social media circulation.

How were these needs determined?

Needs were determined through consultation with the Public Works Department, conducting online research, the Billings City Council, the Billings Fire Department, social service providers, through public meetings and hearings, via survey respondents, and those identified in the citizen participation section of this Consolidated Plan. Results from the City's National Community Survey, Yellowstone County's Community Health Needs Assessment and the Community Development Division's five-year Consolidated Plan Survey were also utilized to determine needs. Priority results of the surveys and assessments as described above.

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Section IV: Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview

Billings is the largest and most populated city in Montana. Billings has a population of around 120,000 people, making it the only city in the state to surpass the 100,000 mark. It serves as Montana 's economic hub, with strong industries in healthcare, energy, and trade. The City has prospered economically and has been able to withstand market changes. However, there are more significant housing issues that need to be addressed.

The majority of low-income households in Billings are experiencing housing cost burden. There are enough housing units to accommodate the population, however there is a significant deficit of affordable housing units available to extremely low and very low-income households. Minorities are disproportionately impacted by housing problems; lacking a complete kitchen or plumbing facilities; overcrowding; and/or housing cost burden. Housing problems are a significant impediment to fair housing choice for these cohorts.

MA-10 Number of Housing Units *91.210(a)&(b)(2)*

Introduction

The American Community Survey identified over 50,000 housing units in Billings; the majority are single-family residences. Nearly 80% of the owner-occupied housing units have three or more bedrooms while rental units are slightly smaller; 42% of rental units have two bedrooms.

The City's Growth Policy includes projections for several different growth scenarios in Billings, including anticipated costs and revenues for each. The City manages growth by encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development. The City will prosper with strong neighborhoods with their own unique character that are clean, safe, and provide a choice of housing and transportation options.

All residential properties by number of units

Property Type	Number	%
1-unit, detached structure	31,170	61%
1-unit, attached structure	3,605	7%
2-4 units	5,154	10%
5-19 units	3,845	8%
20 or more units	4,170	8%
Mobile Home, boat, RV, van, etc.	3,015	6%
Total	50,959	100%

HUD Table 28 - Residential Properties by Unit Number *Data Source: 2016-2020 ACS*

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	40	0%	930	5%
1 bedroom	595	2%	4,770	27%
2 bedrooms	5,735	19%	7,405	42%
3 or more bedrooms	23,620	79%	4,374	25%
Total	29,990	100%	17,479	99%

HUD Table 29 - Unit Size by Tenure *Data Source: 2016-2020 ACS*

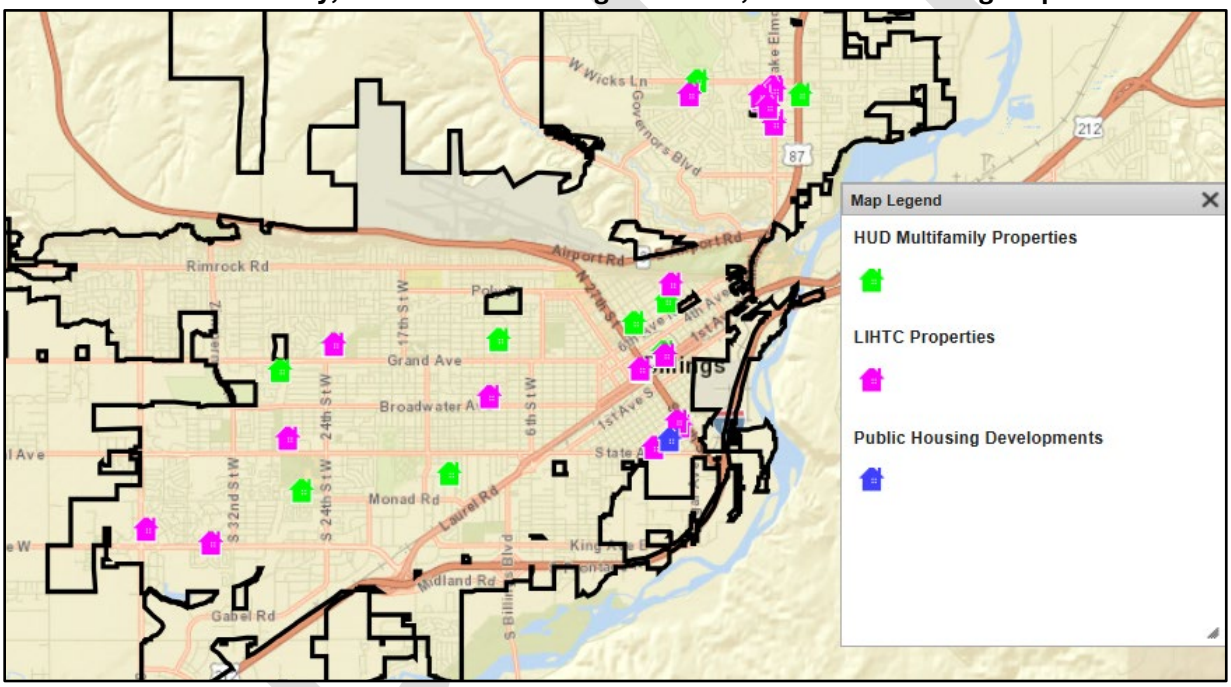
Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Local: The City's First Time Home Buyer program assists low-income households under 80% AMI each year with down payment and closing costs. The City also manages the Foreclosure Acquisition / Rehabilitation program and has acquired, rehabilitated and sold homes for the past 15 years. Properties are sold to households with incomes less than 80% AMI. All of these homes have been sold to very low-income families or to households with disabled person(s).

The Billings Metro VISTA Project provides health, mental health, housing, and economic development activities for nonprofits working with those experiencing poverty. Over the past five years, the VISTA members assisted nonprofit organizations in assisting 2,000 low-income people with services.

HomeFront, the City's local public housing authority, provides housing for over 1,700 families. Additional information regarding the services provided by the Housing Authority is located in the MA-25 section of this Consolidated Plan.

HUD Multifamily, Low-Income Housing Tax Credit, and Public Housing Properties



City of Billings, Figure L - CPD Maps, https://egis.hud.gov/cpdmaps/
Community Development Staff cannot confirm validity of mapping data.

The CPD Maps website identified 28 total federally-assisted affordable rental housing projects in Billings containing 1,726 units. The average number of units for affordable rentals is approximately 56 and the largest project is Ponderosa Acres at 120 total units. Affordable rentals in Billings assist elderly, low-income and moderate-income households.

Federal: HUD Multifamily Properties in Billings include (but are not limited to):

- Acme Hotel, 19 Units (13 Assisted)
- Volunteers of America, Aspen Grove, 64 Units
- Autumn Springs Assisted Living, 52 Units
- Volunteers of America, Magic City Terrace, 85 Units
- Big Sky Apartments, 80 Units
- Fraser Tower, 64 Units
- Grand View Apartments, 24 Units
- Highgate Senior Living, 90 Units
- Icon at Cardwell Ranch, pending
- Interpointe Apartment Homes, 160 Units
- InterUrban Apartment Homes, 214 Units
- InterUrban II, pending
- Pleasant View, 102 Units (100 Assisted)
- Ponderosa Acres, 120 Units
- Prairie Tower Apartments, 109 Units (108 Assisted)
- Rose Park Plaza, 112 Units
- Sage Tower, 81 Units (76 Assisted)
- Shiloh Commons, 144 Units
- South Forty Apartments, 101 Units (100 Assisted)
- Sunrise Manor, 24 Units
- VOA Billings, 85 Units (84 Assisted)
- West Park Village Senior Living Community, 181 Units
- Western View Apartments, 84 Units (34 Assisted)

State: Billings Low-Income Housing Tax Credit (LIHTC) Projects include (but are not limited to):

- 8th Avenue Apartments, 26 Units
- Acme Hotel, 19 Units
- Agape Housing, 9 Units
- Brush Meadow Apartments, 60 Units
- Central Court Village, 81 Units
- Chapel Court, 54 Units
- Edgewood Apartments, 63 Units
- Frasier Tower, 64 Units
- Heights Centennial Apartments, 11 Units
- Isaiah Housing, 10 Units
- Jackson Court, 38 Units
- Ponderosa Acres, 120 Units
- Red Fox Apartments, 30 Units
- Rose Park Plaza, 112 Units
- Sage Tower, 81 Units (76 Assisted)
- Shiloh Glen Apartments, 120 Units
- Southern Lights, 20 Units
- Spring Garden Apartments, 8 Units
- South Forty Apartments, 101 Units
- Starner Gardens Apartments, 101 Units
- YWCA Gateway VISTA Apartments, 24 Units
- Westchester Duplex, 2 Units
- Whitetail Run Apartments, 32 Units

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

City staff is unaware of any future Section 8 contract expirations. For detailed information on specific Low-Income Housing Tax Credit properties in Billings and their compliance periods, it would be advisable to contact the Montana Board of Housing or consult the Housing Preservation Page on the Montana Department of Commerce's website at commerce.mt.gov.

Does the availability of housing units meet the needs of the population?

Billings does not have enough housing to meet the needs of the current population. According to the recent report, Accelerating Production of Attainable Housing, Billings has an annual deficit of 1,300 units and a current shortage of close to 10,000 units. The housing needs of extremely and very low-income households have been exacerbated by rising costs and there are not enough rental housing units affordable. The number of low-income renters outnumbers the supply of housing units they can afford. In

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2022, local experts estimated a housing deficit of 14,412 units and stated construction of 2,000 units per year is needed to meet current needs.

Describe the need for specific types of housing.

The City of Billings faces a multifaceted housing landscape shaped by various community needs and market dynamics. Data illustrates the necessity to support low-income households by maintaining and increasing the availability of affordable housing. This includes preserving existing affordable housing stock and assisting individuals and families to secure stable housing.

HomeFront, the local public housing authority, manages several federal housing programs and maintains a high-performance status. The waiting list for access to Housing Authority units is particularly concerning. Single-person households are the largest cohort on the waiting list, indicating a clear need for housing development or conversion to meet the needs of smaller households. Availability of housing affordable to very low-income households is also a significant issue.

A variety of housing types should be developed to meet current and future population needs. The Accelerating Production of Attainable Housing report recommends increasing housing density and building multi-story housing with smaller footprints:

- One-bedroom, 450-square-foot accessory dwelling units
- One-bedroom, two-story, 650-square-foot townhomes
- Three-bedroom, two-story, 800-square-foot single-family homes

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MA-15 Housing Market Analysis: Cost of Housing 91.210(a)

Introduction

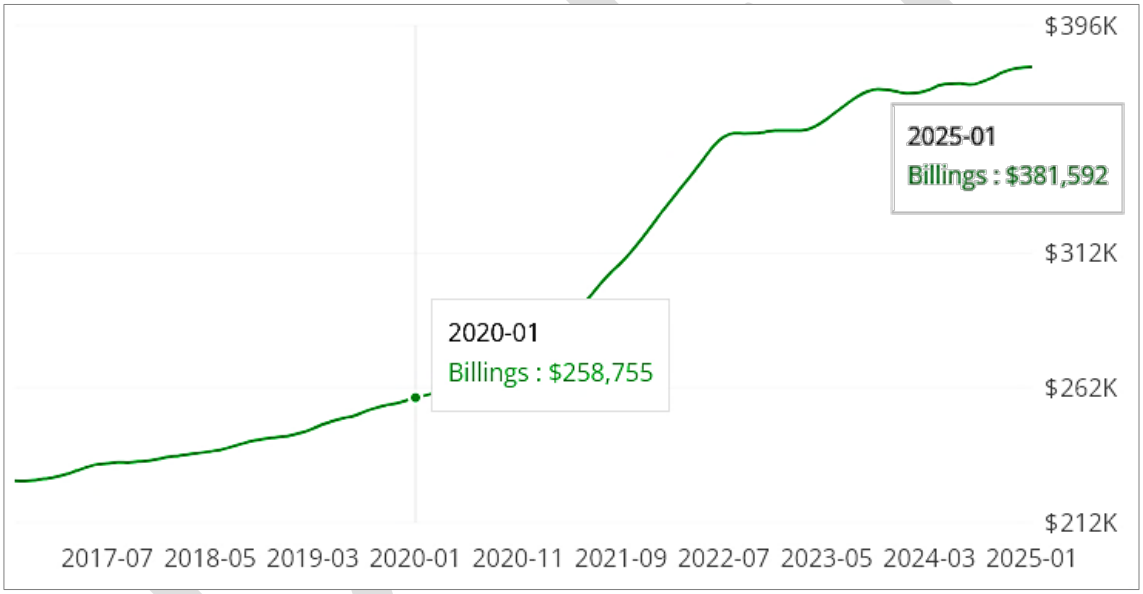
Data provided by HUD for this Consolidated Plan, the 2016-2020 American Community Survey, is not sufficient to illustrate the dramatic changes in the local housing market.

Cost of Housing

	Base Year: 2000	Most Recent Year: 2020	% Change
Median Home Value	191,200	233,700	22%
Median Contract Rent	677	827	22%

HUD Table 30 - Cost of Housing *Data Source: 2016-2020 ACS*

Home values rapidly increased shortly after the coronavirus impacted Billings in early 2020. By the end of 2024, pricing was at the highest level in history. Pricing increased by 47% between 2020 and 2025. Renters make up 35% of Billings' population, resulting in a homeownership rate of 65%, which is lower than Montana's statewide rate of 71% and the national average of 69%.



City of Billings, Figure M - Zillow Home Value Index, Retrieved March 2025

Rent Paid

Rent Paid	Number	%
Less than $500	2,615	15.0%
$500-999	9,324	53.4%
$1,000-1,499	4,405	25.2%
$1,500-1,999	594	3.4%
$2,000 or more	554	3.2%
Total	16,370	100.0%

HUD Table 31 - Rent Paid, 16-20 CHAS

Housing Affordability

Number of units affordable to households earning	Renter	Owner
30% HAMFI	950	No Data
50% HAMFI	4,275	1,200
80% HAMFI	10,525	5,870
100% HAMFI	No Data	10,638
Total	15,750	17,708

HUD Table 32 - Housing Affordability 16-20 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency *(no bedroom)*	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
Fair Market Rent	745	801	1,054	1,447	1,644
High HOME Rent	578	680	900	1,262	1,419
Low HOME Rent	578	680	881	1,018	1,136

HUD Table 33 - Monthly Rent *Data Source: HUD FMR and HOME Rents*

The table above represents the most recent data HUD provided to Community Development staff for this analysis and represents rent limits in 2023. City staff recreated the above table with more recent data from 2024 and 2025.

Updated Monthly Rent

Monthly Rent ($)	Efficiency *(no bedroom)*	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
Fair Market Rent	904	948	1,226	1,685	1,897
High HOME Rent	837	874	1,108	1,280	1,428
Low HOME Rent	837	874	1,148	1,583	1,778

City of Billings, Figure N *2025 FMR, HUD User* *2024 High and Low HOME Rents*

Rent costs have outpaced household income levels. Limited inventory and increased demand has fueled rising rental costs and this has created a substantial affordability gap. Many low-income renters end up spending a high percentage of their income on housing, which can lead to financial strain and limit their ability to cover other essential expenses.

Is there sufficient housing for households at all income levels?

In the table below, data from the 2017-2021 American Community Survey CHAS data set relative to total rental households by income category is compared to the number of existing rental units affordable to various household income levels. This comparison estimates the difference between the number of affordable housing units and the number of households by income strata. There appears to be a disparity relative to the very low-income households as there is a 1,560 unit deficit. Contrarily, nearly 1,765 units are available for the 50% AMI group and 3,875 units available to 80% AMI households.

Number of Rental Units Available to Households with Varying Income Levels

Number of units affordable to households earning	Total # affordable rental units	Total rental households by Income	Difference Between # Units and Households
30% HAMFI	1,750	3,310	(1,560)
50% HAMFI	5,255	3,490	1,765
80% HAMFI	7,815	3,940	3,875
Total	14,820	10,740	4,080

City of Billings, Figure N - Data Source: HUD IDIS, 2017-2021 CHAS

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Rental Unit Housing Affordability

		Number of households in rental units by housing unit affordability				
		Extremely Low-income Units	*Very Low-income Units*	*Low-income Units*	*Moderate Income Units*	***Total Households***
Household Income	Extremely Low-income	795	1,030	1,095	80	**3,000**
	Very Low-income	420	1,510	1,070	325	**3,325**
	Low-income	255	1,405	1,940	290	**3,890**
	Moderate Income	65	535	1,050	160	**1,810**
	> Median Income	215	775	2,660	920	**4,570**
Total Housing Units		**1,750**	**5,255**	**7,815**	**1,775**	**16,595**

City of Billings, Figure O - Data Source: HUD IDIS, 2017-2021 CHAS

How is affordability of housing likely to change considering changes to home values and/or rents?

As of early 2025, the local housing market exhibits signs of moderation, with indicators suggesting a shift towards a more balanced environment. The number of homes for sale increased ten percent from December 2024 to January 2025, indicating a rise in available inventory.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Montana Department of Commerce recently conducted a statewide comparison and evaluation of the difference between HUD's fair market rents and actual rent costs. Survey results determined the current 40th percentile rent is $374 more than median state nonmetropolitan HUD fair market rent and $634 more than the median national, nonmetropolitan fair market rent. They consider fair market rent and the area median rent to be "profoundly mismatched." These results were submitted to HUD in January 2025.

When Community Development staff requested this survey data, they were informed that only limited information was allowed to be released for public consumption, pending HUD's decision on fair market rent recalculations.

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MA-20 Housing Market Analysis: Condition of Housing 91.210(a)

Introduction

The condition of homes in Billings, Montana, varies widely, influenced by factors such as age, maintenance, and location. The city offers a diverse housing inventory, ranging from historic properties to new constructions. While specific data on the general condition of homes isn't readily available, prospective buyers can expect to find both well-maintained residences and those requiring updates or repairs.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation".

Substandard condition but suitable for rehabilitation would be those properties where 1) a $25,000 investment to a rehabilitation project would address all safety hazard conditions associated with the house within primary systems ranging from electrical, plumbing, heating, roofing, and foundation repairs, or 2) the projected investment to Foreclosure Acquisition / Rehabilitation Project will bring the house up to Housing Quality Standards or Uniform Physical Condition Standards, and the cost is less than the purchase price of the property.

HUD defines housing condition problems as follows:

- Lacking a complete kitchen
- Lacking complete plumbing facilities
- Cost burdened - paying more than 30% of household income for housing costs.
- Overcrowded - more than one person per room, not including common spaces such as bathrooms, porches, hallways, etc.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	5,860	20%	7,074	40%
With two selected Conditions	115	0%	685	4%
With three selected Conditions	0	0%	20	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	24,020	80%	9,710	56%
Total	29,995	100%	17,489	100%

HUD Table 34 - Condition of Units

Year Housing Units Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	6,969	23%	3,880	22%
1980-1999	6,750	23%	4,275	24%
1950-1979	12,300	41%	6,680	38%
Before 1950	3,985	13%	2,650	15%
Total	*30,004*	*100%*	*17,485*	*99%*

HUD Table 35 - Year Unit Built

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Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	16,285	54%	9,330	53%
Housing Units build before 1980 with children present	3,194	11%	1,980	11%

HUD Table 36 - Risk of Lead-Based Paint *Data Sources: 2016-2020 ACS*

Need for Owner and Rental Rehabilitation

According to data provided in the Condition of Units table, the majority of homes in Billings, both owner- and renter-occupied, do not have any of HUD's defined housing condition problems. A total of 800 units have been identified with two housing condition problems; a very small portion of the overall housing inventory in Billings. Twenty housing units have been identified with three selected conditions.

Housing units with incomplete plumbing or kitchen facilities have been a small portion of the total housing units in the community. Despite their limited numbers, these units are of concern as some may be used by very low-income households. Housing units are described as lacking complete plumbing facilities if there is an absence of hot and cold piped water, or a flushing toilet, or a bathtub or shower. Units are described as lacking complete kitchen facilities if there is an absence of a sink with piped water, or range / stove, or a refrigerator.

Most of the owner-occupied units rehabilitated through the City's programs have both complete kitchens and plumbing facilities. However, all of the units remodeled through the City's programs have suffered from extensive deferred maintenance, causing overall property deterioration and neighborhood decline. The City also provides funding through the Affordable Housing Development program to support rental redevelopment and renovations.

Vacant Units: The City of Billings does not have access to HUD data on the number of vacant units suitable for rehabilitation, therefore, the Vacant Units table was not available in IDIS. The rental vacancy rate in Billings was just under six percent in November 2024. The vacancy rate has been relatively stable around five percent in recent years.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with Lead-Base Paint Hazards

Not all homes built prior to 1979 contain lead-based paint and lead hazards. However, projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations. Over 16,000 housing units in Billings were built before 1979 and are at risk of containing lead-based paint. Just over 3,000 of these units have children living in the home.

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MA-25 Public and Assisted Housing 91.210(b)

Introduction

HomeFront was created in 1973 and ceased new development in the mid-1990s. Thorough information regarding HomeFront has been noted previously in the Needs Assessment - Public Housing (NA-25) section of this plan.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled*
# of units vouchers available			274	618			271	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-Year, and Nursing Home Transition									

HUD Table 37 - Total Number of Units by Program Type *Data Source: PIC (PIH Information Center)*

Describe the supply of public housing developments.

HomeFront offers affordable public housing rentals throughout Billings, ensuring convenient access to shopping, transportation, and community resources. Their properties are strategically located, with many situated near MET Transit bus routes. For instance, apartments in the Billings Heights area are close to schools, parks, and shopping centers. Prospective tenants can apply for public housing and will be placed on a waiting list until a suitable unit becomes available.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

HomeFront owns and maintains many multi-family housing developments across the City of Billings, totaling 216 units; designed in a variety of configurations. Housing Authority staff note a city the size of Billings should have triple the number of public housing units in comparison to other communities who continued new housing development activities.

HomeFront owns and manages 216 scattered site units in good condition. Units are continually upgraded with new siding, efficient mechanical systems, new roofs, appliances, energy efficient windows, lighting, floor coverings, and interior / exterior painting. A new energy performance contracting effort is under way to reduce utility consumption to make the units more energy efficient.

Local public housing units must be inspected for adherence to quality standards on an annual basis. A score over 60 on a 100-point scale is generally considered “passing”. A score below 60 is usually indicates a “troubled property”.

Public Housing Condition

Public Housing Development	Average Inspection Score
MT001	71b
UPSC Inspection Date: April 25, 2022	Report Date April 19, 2024

HUD Table 38 - Public Housing Condition

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Describe the restoration and revitalization needs of public housing units in the jurisdiction.

HomeFront develops and implements preventative maintenance and capital improvement plans to maintain all of their units. HomeFront also plans to continue efforts to improve energy efficiency in lighting and water usage.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing.

HomeFront plans to continue providing prompt and efficient maintenance to maintain properties inside and out. The Housing Authority's standards are very high and this assists in maintaining tenant pride in their living environments. HomeFront also facilitates connections to community services that benefit tenants and encourages the development and support of whole and healthy families. HomeFront enforces lease provisions related to safe and drug-free living.

HomeFront continually encourages involvement in the Family Self-Sufficiency program, promotes the development of sustainable food sources, and provides linkage to literacy and education programs. The promotion of homeownership opportunities through the Section 8 program will continue, which assists two to five households per year achieve homeownership. HomeFront also promotes involvement and service opportunities to support the community at large. In 2024, there were 39 participants and three graduates in the Family Self-Sufficiency program with HomeFront and eight with the Montana Department of Commerce.

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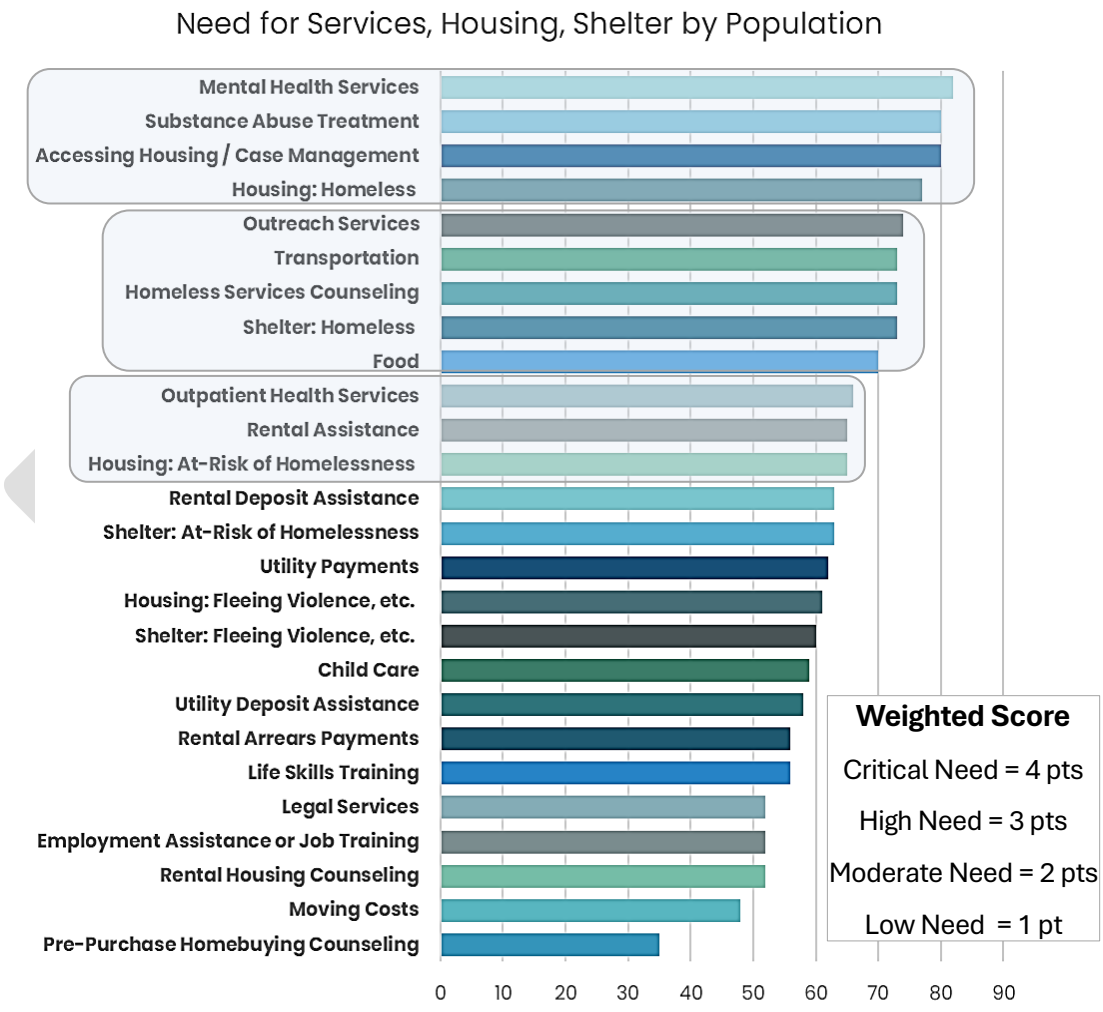
MA-30 Homeless Facilities and Services 91.210(c)

Introduction

A network of over 50 local service providers in the community strive to meet the diverse needs of those experiencing homelessness, those who are at-risk of homelessness, and people experiencing poverty. According to the 2024 Montana Homeless Population point-in-time count, there are approximately 273 respondents experiencing homelessness in Billings.

Available resources in the community do not adequately meet the needs of the general unhoused population, particularly in regard to housing and temporary shelter beds. The current inventory of beds does not meet the needs of the approximate overall homeless individuals in Billings each night.

Service provider data was collected via the City of Billings HOME-ARP Survey to prioritize the expansive needs for the homeless population. Feedback illustrates a strong need for mental health services, substance abuse treatment, housing and case management. The need for outreach services, transportation, counseling and homeless shelter services were ranked highly.



City of Billings, Figure P

The following agencies assist in the provision of emergency housing in Billings:

- **Community Crisis Center** provides intervention services to individuals who are in crisis due to mental health, substance abuse or social service needs. Individuals who engage in mental health assessment and qualify for extended care may utilize stabilization service for up to 24 hours per visit.
- **Family Promise of Yellowstone Valley** provides emergency shelter to several families at a time in a network of church congregations. The organization also operates a transitional housing program that provides apartments for those who have graduated from the shelter program.
- **HRDC District 7** receives Emergency Shelter Grant funds and manages a rapid rehousing program to provide deposit and rent payment assistance to help families quickly regain stability into permanent housing.
- **Montana Rescue Mission** recently completed a Unified Campus Project and currently operates a150-bed emergency shelter, 150 bed long-term shelter, 29 affordable housing apartments, mental health clinic, addiction recovery clinic, medical clinic, childcare center, community meals, and chaplaincy/spiritual care. Services are available for men, women, children and families.
- **Off the Streets** provides 24 year-round beds to chronically homeless individuals.
- **Tumbleweed** provides emergency services for youth and families including emergency shelter placement.
- **YWCA Billings** provides shelter and 24-hour help lines for survivors of domestic violence. Additional services provided include case management, legal advocacy, and assistance with benefits access. The organization also provides transitional housing and permanent supportive housing.
- **Volunteers of America Northern Rockies** manages a veterans transitional housing facility that offers case management, employment services, and life skills development.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Current & New Year-Round Beds	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	40	0	55	23	0
Households with Only Adults	161	0	142	146	0
Chronically Homeless Households	0	0	0	169	0
Veterans	9	0	17	0	0
Unaccompanied Youth	0	0	18	0	0

HUD Table 39 - Facilities and Housing Targeted to Homeless Households, Data Source: Montana Continuum of Care

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Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons.

Montana 211 is a **free, confidential, 24/7 service** that connects people to essential health and human services. It is a vital link between people with social service needs and organizations providing assistance. This service supersedes printed resources like the City's notepad and resource map, both of which become rapidly outdated following printing.

Billings residents contribute tax funding to Yellowstone County's budget and millions of dollars are utilized for healthcare, mental health care, employment assistance, and services for the unhoused. The Yellowstone County Commissioners play a key role in how health and mental health services are funded locally.

- **Public Health:** $3,579,104, a dedicated county mill levy for disease prevention and control, environmental health services, health education and outreach and emergency preparedness.
    - RiverStone Health is an essential provider of personal and public health through medical and dental clinics. The organization also provides dedicated services to the disabled.
    - Healthcare for the Homeless provides health / mental health care and serves homeless adults and families who stay in emergency shelters, sleep in makeshift shelters and/or on the streets, temporarily live with friends or family members, etc.
- **Senior Citizens:** $1,969,963, a dedicated county mill levy designed to help increase funding for senior services, including programs like Meals on Wheels, and transportation services.
    - **Big Sky Senior Services** has recently merged with the Adult Resource Alliance to address key challenges like housing, transportation, and elder abuse prevention.
- **Public Safety - Mental Health:** $1,493,270 is a voter-approved mill levy specifically earmarked for mental health services has traditionally supported initiatives like the Community Crisis Center and the former HUB drop-in center. In recent years, decisions to redirect some of these funds have prompted a rethinking of how money is awarded, with the county now planning to solicit bids from mental health and homeless service providers to determine the most efficient use of the levy dollars.
- **Mental Health:** $522,635
    - South Central Montana Regional Mental Health Center provides mental health services, substance use treatment, healthcare referrals, rehabilitation, and outreach services to individuals with serious mental illness that are experiencing homelessness or are at imminent risk of becoming homeless.
- **Alcohol Rehabilitation:** $475,000
    - Rimrock is the largest drug and alcohol services provider in the region and the organization provides mental health and healthcare services for substance abuse and co-occurring disorders.
    - Alternatives, Inc. offers incarceration alternative programs designed to reduce jail overcrowding, teach responsibility, keep indigent offenders out of jail, reduce taxpayer costs. Alpha House and Passages are pre-release centers including substance misuse treatment programs.
- **Youth Services Center:** $3.8 million, includes a drop-in center and shelter care for unhoused youth.

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- **Big Sky Economic Development:** $1,560,072, a dedicated county mill levy to attract new businesses, cultivate and retain a quality workforce, encourage investment, and foster economic growth throughout the region.

Additional health and employment services available in the Billings area:

- Crisis intervention and mental health services are provided by the **Community Crisis Center**, as previously mentioned.
- Dress for Success and Billings Family Service provide education for better employment, job training, and interview apparel programs.
- Family Promise of Yellowstone Valley provides skills training in housing, employment, family and social relations, life skills, budgeting, and community involvement.
- HRDC District 7 facilitates adult, youth and young adult employment opportunities and job training and retention services for those in need. The organization also assists families with transportation needs to and from work.
- Employment services can also be accessed through Job Service, MontanaWorks.
- Tumbleweed provides life and skills development for youth and young adults.
- YWCA Billings provides services to support economic independency through employment counseling, job skills training, certificate programs, and college education.

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List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Chronically Homeless: YWCA Billings administers Shelter Plus Care units to house people experiencing chronic homelessness, mental illness, addiction issues, and co-occurring mental illness / addiction. The Community Crisis Center also provides intervention services for the chronically homeless. Rimrock provides addiction treatment and mental health counseling.

Families with Children: Family Promise of Yellowstone Valley provides transitional housing for chronically homeless families. The YWCA provides shelter and transitional housing opportunities for homeless families with children. The Women and Family Shelter provides shelter for women and families with children.

Veterans and Unaccompanied Youth: Volunteers of America - Independence Hall provides transitional housing for veterans who have experienced homelessness. The organization also provides homeless prevention, rapid rehousing, and supportive services. Current resources for veterans can be located using Montana 211. Unaccompanied youth are provided with shelter and supportive services through Tumbleweed.

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MA-35 Special Needs Facilities and Services 91.210(d)

Introduction

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

There are many organizations serving the needs of the elderly, those with disabilities, addicted persons and individuals who have been diagnosed with HIV/AIDS. A number of supportive services serving the elderly and disabled are available through the Adult Resource Alliance organization, including nutrition programs, minor home repair, and volunteer engagement. The Alliance also operates an aging and disability resource center to provide long-term care information and referral services, options for counseling, and access to private and public benefits.

Big Sky Senior Services serves the elderly through nursing, respite care, homemaking services, prevention of elder abuse and personal care. There are also two senior centers in Billings; the Southside Senior Center and the Billings Community & Senior Center. Food services are provided at both the Southside Senior Center and the Billings Community & Senior Center. The Billings Community & Senior Center also provides access to computers, a health and fitness center, a variety of classes and activities, free or low-cost screenings, trips, and tours.

A comprehensive service array is available to assist those with disabilities in Billings. Organizations providing housing and services include: AWARE, Inc.; Living Independently for Today and Tomorrow; the Montana Center on Disabilities, Support and Technologies for Empowering People, COR Enterprises, Easter Seals Goodwill, and Job Connection. Organizations serving those with addictions or who have been diagnosed with HIV/AIDS have been mentioned previously in this Consolidated Plan and include: Rimrock; Mental Health Center; and HRDC District 7.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

As previously mentioned, the greatest housing problem in Billings for both owners and renters of all income levels and populations is housing cost burden, followed by access to housing in tight rental and ownership markets. Housing quality is also a concern, as renters and owners with incomes less than 80% AMI are dealing with one or more housing problems. The need for case management and supportive services has been a consistent concern with special needs populations.

Elderly: Demand for special living facilities for the elderly appears to remain high, according to facility and Census Bureau data. Housing affordability continues to be a challenge for the elderly and disabled like other populations. The Housing Authority owns a 102-unit Section 8 project-based complex which exclusively serves the elderly. The CPD Maps website identified 28 total federally assisted affordable rental housing projects in Billings containing 1,726 units. Thirteen housing projects provide housing units for the elderly.

Persons with Disabilities, HIV/AIDS and Domestic Violence Victims: Service providers indicate a high need for rental housing assistance and owner-occupied housing rehabilitation. Supportive services include transportation, medical / dental care, childcare, reliable and sustainable food sources, and case management.

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Addicted Persons: The development of sober living apartments would assist those exiting inpatient treatment in Billings. A short-term sobering center with accelerated access to inpatient, detoxification treatment and long-term addiction treatment options would also meet the needs of addicted persons in Billings.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

The **South Central Montana Regional Mental Health Center** provides mental health and chemical dependency care in the Billings area and surrounding region. The organization owns and manages several supportive housing programs including an eight-bed adult group home, cooperative living settings, and independent living apartments. These supportive housing placements require involvement in case management and treatment planning.

Rainbow House, the Mental Health Center's day treatment program, has provided an important service to the community since de-institutionalization of Montana State Hospital in 1975. Although Rainbow House is not a live-in facility, the program is designed to assist clients in successful independent living while incorporating support from other Mental Health Center programs and community care providers.

The **Community Crisis Center** serves a vital role in the community as a crisis management facility. Previous to the Community Crisis Center, emergency departments of the two local hospitals served as the de facto option for people in mental health / substance abuse crisis. The Crisis Center operates 24 hours per day and provides assessment and referral services.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City of Billings has historically managed several programs to address the housing needs for households with members having special needs:

- **HOME-ARP:** This program provides funding to subrecipients for supportive services to qualified populations including financial assistance for housing, rental assistance, substance abuse treatment, credit repair, employment assistance and job training, mental health services, transportation services and case management.
- **Affordable Housing Development:** This program provides affordable financing to housing developers to build or renovate housing units for low-income households and may include housing options for those with special needs. The City requires a percentage of the units be accessible for the mobility, visual and hearing impaired.
- **Billings Metro VISTA Project:** This AmeriCorps VISTA program places full-time and summer associate volunteers with nonprofit host sites to build capacity for serving those in need, including those experiencing poverty.
- **First Time Home Buyer:** This program provides down payment and closing cost assistance to low-income households to purchase their first home. Priority is given to large households and households including a disabled individual requiring special home modifications or other considerations.
- **Foreclosure Acquisition / Rehabilitation:** The City purchases vacant, foreclosed homes for the purpose of rehabilitation and sale to income qualified, first-time home buyers.

Please refer to the City's one-year goals in the Action Plan.

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MA-40 Barriers to Affordable Housing 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

According to the City's most recent Analysis of Impediments to Fair Housing Choice, most of the typical exclusionary provisions that would hinder affordable housing development do not exist in current zoning codes. However, the following issues may act as barriers to affordable housing investment:

- Density bonuses have not been established to offset the cost of development if a project contains a certain percentage of affordable housing.
- There is currently not a way to fast-track the approval processes for affordable housing development projects. However, fast-tracking may not be as important in Billings as it is in other parts of the country. Subdivision review times are set by the Montana State Legislature. Building permit reviews for single-family homes (one to four units) are three to five days and commercial permits, including multi-family with five or more units in a structure, take four to six weeks to review. Other areas of the country, and some cities in Montana, take 30 days or longer for single-family reviews and four to six months for commercial reviews.
- The City does not currently permit a waiver or reduction of impact fees, including water and wastewater system development fees, to promote affordable housing development.
    - This particular barrier, relative to water hook-up fees, was mentioned during staff's attendance at a Neighborhood Task Force meeting.
- The use of accessory dwelling units is not a widely practiced housing development strategy.

Other public policy concerns relate to a dated zoning code and inadequate funding to further affordable housing development. The City completed a process to revise the zoning code and one of the main goals of the project is to expand affordable housing choice across the City. Additional information can be found online at Project Re:Code.

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MA-45 Non-Housing Community Development Assets 91.215 (f)

Introduction

Billings is one of the nation's largest trade areas covering over 125,000 square miles and serving nearly 400,000 people with medical, retail, educational and business services. According to the Bureau of Labor Statistics, the civilian labor force has been relatively stable over the past several years; approximately 94,000. The average annual unemployment rate has also been level, ranging between two and three percent.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	3,972	277	4.2	0.4	-3.8
Arts, Entertainment, Accommodations	9,647	10,131	10.2	13.7	3.5
Construction	8,039	3,782	8.5	5.1	-3.4
Education and Health Care Services	22,793	18,894	24.1	25.6	1.5
Finance, Insurance, and Real Estate	5,769	5,058	6.1	6.8	0
Information	1,324	939	1.4	1.3	0
Manufacturing	4,729	2,174	5.0	2.9	-2.1
Other Services	5,107	7,029	5.4	9.5	4.1
Professional, Scientific, Management Services	9,268	5,028	9.8	6.8	-3.0
Public Administration	3,972	3,580	4.2	4.8	0
Retail Trade	11,538	9,732	12.2	13.2	1
Transportation and Warehousing	5,864	3,041	6.2	4.1	-2.1
Wholesale Trade	2,554	4,282	2.7	5.8	3.1
Total	47,284	57,687	--	--	--

HUD Table 40 - Business Activity Data: 2019-2023 ACS (Workers), 2022 Longitudinal Employer-Household Dynamics (Jobs)

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest business industries noted in the Business Activity table are education and health care services, followed by retail trade and arts, entertainment and accommodations. The table also illustrates that there are more workers than jobs in agriculture, mining, oil / gas extraction, construction, manufacturing, transportation, warehousing and professional, scientific and management service businesses.

According to the Current Employment Survey, there were 89,800 jobs in Billings as of November 2023, which represents a growth of approximately 1,000 jobs a year. Billings offers the second highest median household income in the state with a median household income of $59,656 as of 2021. However, the median household income in Billings is just over five percent less than the national median.

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Labor Force [Participation]

Total Population in the Civilian Labor Force	94,951
Civilian Employed Population 16 years and over	62,617
Unemployment Rate	3.5%
Unemployment Rate for Ages 16-24	16.2%
Unemployment Rate for Ages 25-65 [64]	17.3%

HUD Table 41 - Labor Force, Data Source: 2019-2023 ACS, Table S2301

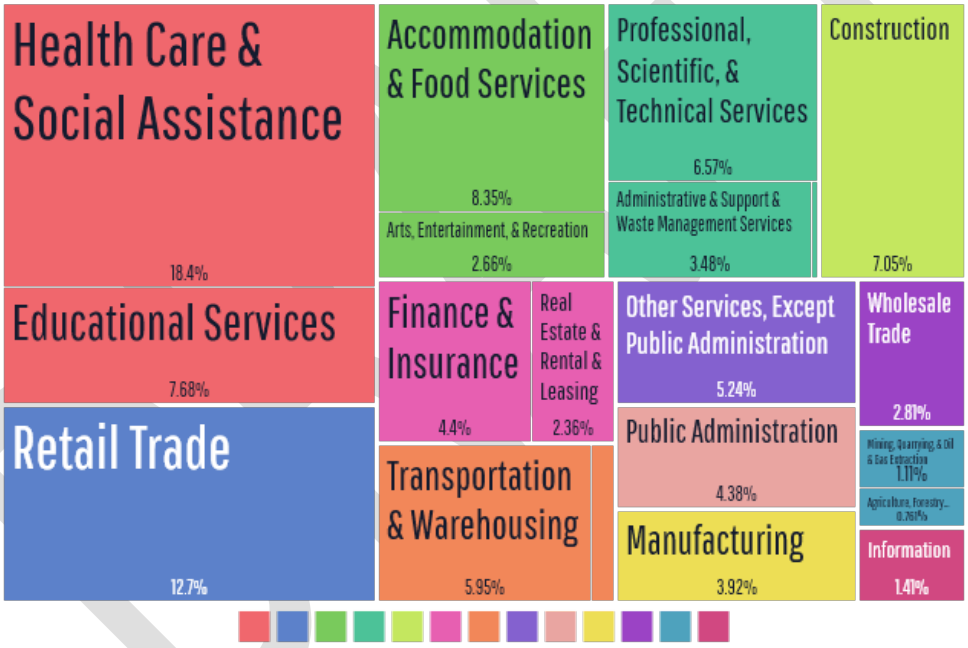
Occupations by Sector

Occupations by Sector	Number of People
Management, business, science, and arts occupations	36,885
Service occupations	16,740
Sales and office occupations	19,861
Natural resources, construction, and maintenance occupations	10,782
Production, transportation, and material moving occupations	10,403

HUD Table 42- Occupations Sector, Data: 2019-2023 ACS

Employment by Industries in 2022

60,050 workers



City of Billings, Figure Q - Data Source: DataUSA

Commute Method

Travel Time	Number	Percentage
< 30 Minutes	48,077	91%
30-59 Minutes	3,374	6%
60 or More Minutes	1,614	3%
Total	53,065	100%

HUD Table 43 - Travel Time Data Source: 2019-2023 ACS

According to the American Community Survey, the mean travel time to work is just under 18 minutes. Most drive alone, around nine percent carpool, just under three percent walk from home, around four percent work from home, and less than one percent of workers use public transportation.

Educational Attainment (Population 16 and Older)

	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	997	0	1213
High school graduate, GED, or alternative	14,168	336	3,709
Some college or Associates degree	16,034	309	2,851
Bachelor's degree or higher	18,302	278	2,433
	997	0	1213

HUD Table 44 - Educational Attainment *Data Source: 2019-2023 ACS*

Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	22,243
High school graduate (includes equivalency)	108,861
Some college or Associate's degree	155,095
Bachelor's degree	232,292
Graduate or professional degree	264,505

HUD Table 45 - Median Earnings in the Past 12 Months *Data Source: 2016-2020 ACS*

Describe the workforce and infrastructure needs of the business community.

Big Sky Economic Development recently published a State of the Workforce report that includes data and projections for the Billings workforce. The report noted employers do not have an adequate supply of talent to meet industry needs and for most, the lack of available workers inhibits industry growth.

According to this report, the occupations projected to have the highest growth over the next ten years are food service occupations, healthcare practitioners and technical professions, and construction and extraction occupations. The occupations projected to have the highest total employment by 2029 are office and administrative support, sales and food service occupations. Additional training in general employability skills is also needed, including emphasis on drug-free status, decision making, problem solving, and critical thinking.

Travel time is an average of less than 20 minutes for over 90% of the citizens in Billings and very few people travel more than 60 minutes. Infrastructure needs cited by the region's Comprehensive Economic Development Strategy include, but are not limited to:

- Housing availability, variety, and condition
- Workforce housing expansion
- Shortage of long-term planning efforts
- Infrastructure improvements
- Access to funding and funding incentives

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Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

In a recently posted video BillingsWorks notes that there will be 7,660 new jobs in Billings over the next 10 years and an additional 42,683 jobs due to baby-boomer retirements and job exits. This results in over 50,000 new positions by 2030. BillingsWorks is focusing on attracting millennials and others to Billings to meet business employment demands.

Downtown Billings has been designated an Opportunity Zone to encourage long-term investments in low-income areas. This program provides federal tax incentives to taxpayers who reinvest capital gains in development activities such as revitalization, workforce development, affordable housing, infrastructure, business startup, and business expansion.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As outlined in the Educational Attainment table, nearly 23% of the population over the age of 25 attended college, but did not graduate with a degree. The precent of the population who graduated with a Bachelor's degree is also nearly 23%. Almost five percent of the population do not have a high school diploma. Median earnings are highest for those with graduate or professional degrees and lowest for those without a high school diploma.

As noted in the State of the Workforce Report, employers have been challenged in finding workers with the required education, experience and employability skill set to fill vacant positions. The report noted employers do not have an adequate supply of talent to meet industry needs and for most, the lack of available workers inhibits industry growth. The most difficult positions to fill are in the following areas: manufacturing, engineering, energy, technical / skilled trade positions; information technology and professional services; health care positions; and retail / hospitality.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Big Sky Economic Development Authority created BillingsWorks to increase collaboration, accountability and reporting related to workforce needs. BillingsWorks supports the Consolidated Plan by working to address workforce development and attraction needs, providing linkage to and coordination with higher education systems in the community, and developing talent attraction campaigns.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yellowstone County is covered by the Beartooth Resource Conservation and Development District's Comprehensive Economic Development Strategy. The latest plan was developed in 2023 and includes projections through December 31, 2023. The Big Sky Economic Development Authority is also working on economic development activities for Yellowstone County including a campaign, Better off in Billings. The Better off in Billings campaign aims to attract and retain workforce talent to improve and strengthen the community.

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If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The Community Development Division does not have adequate funding allocations and capacity to undertake initiatives specifically dedicated to economic growth. Big Sky Economic Development was created and financed by the Yellowstone County Commissioners. They also receive funding from various grants and loan programs, including those from the state of Montana and the federal government.

Comanche Park Improvements, CDBG and CDBG-Coronavirus (CV) Funding, Completed 2024

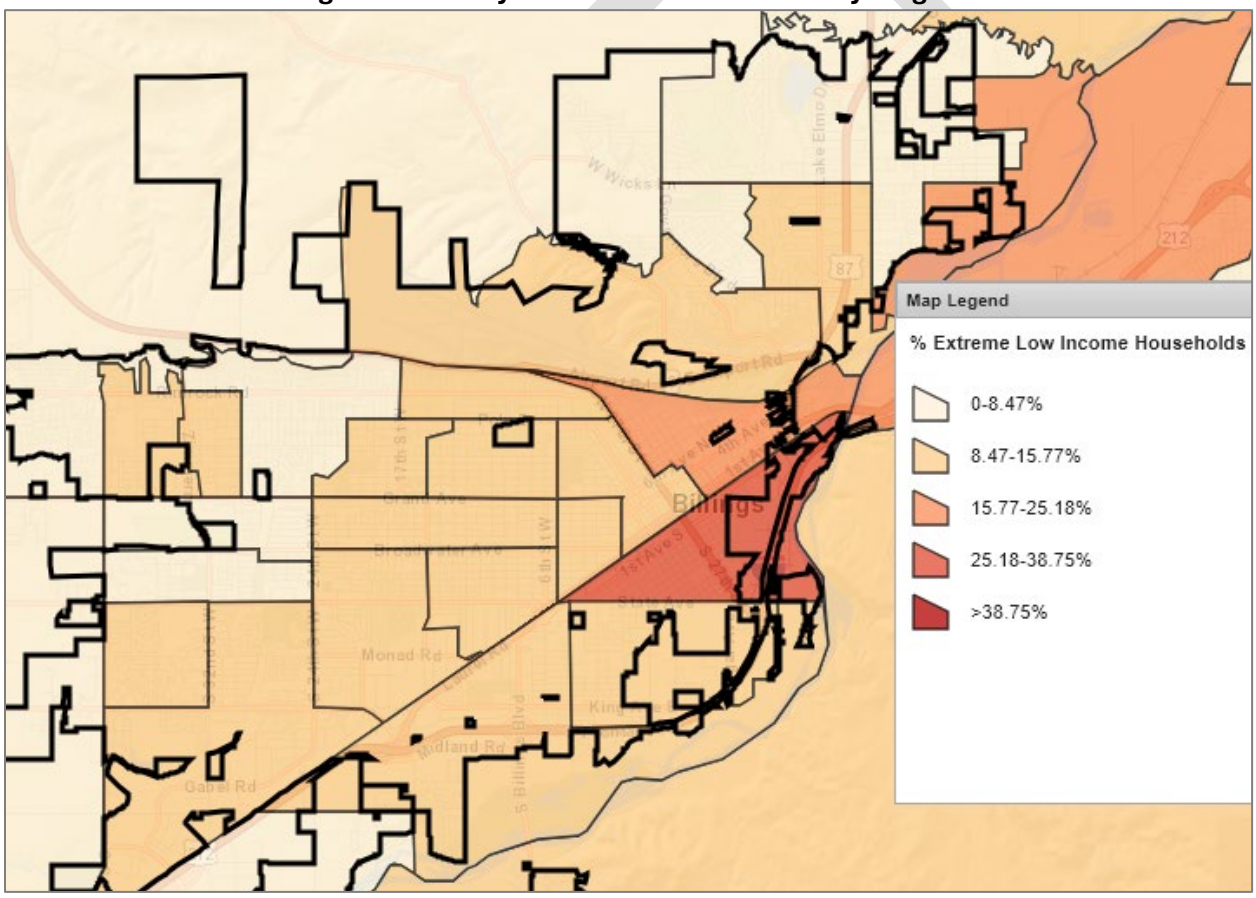
MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Concentrated housing problems reference the clustering of multiple housing-related challenges within a specific geographic area or community. These problems may include overcrowding, cost burden, substandard housing conditions, lack of affordable housing, etc. Concentrated housing problems often lead to broader social and economic challenges for residents. These areas may require targeted policy interventions, community investment, and housing assistance programs to address the issues effectively.

In Billings, certain neighborhoods experience higher concentrations of households facing multiple housing challenges. Notably, the Northside and Southside areas are often associated with higher rates of poverty, housing instability, and crime. These neighborhoods have been identified as having significant low-income populations, which can contribute to various housing issues.

Percentage of Extremely Low-Income Households by Neighborhood

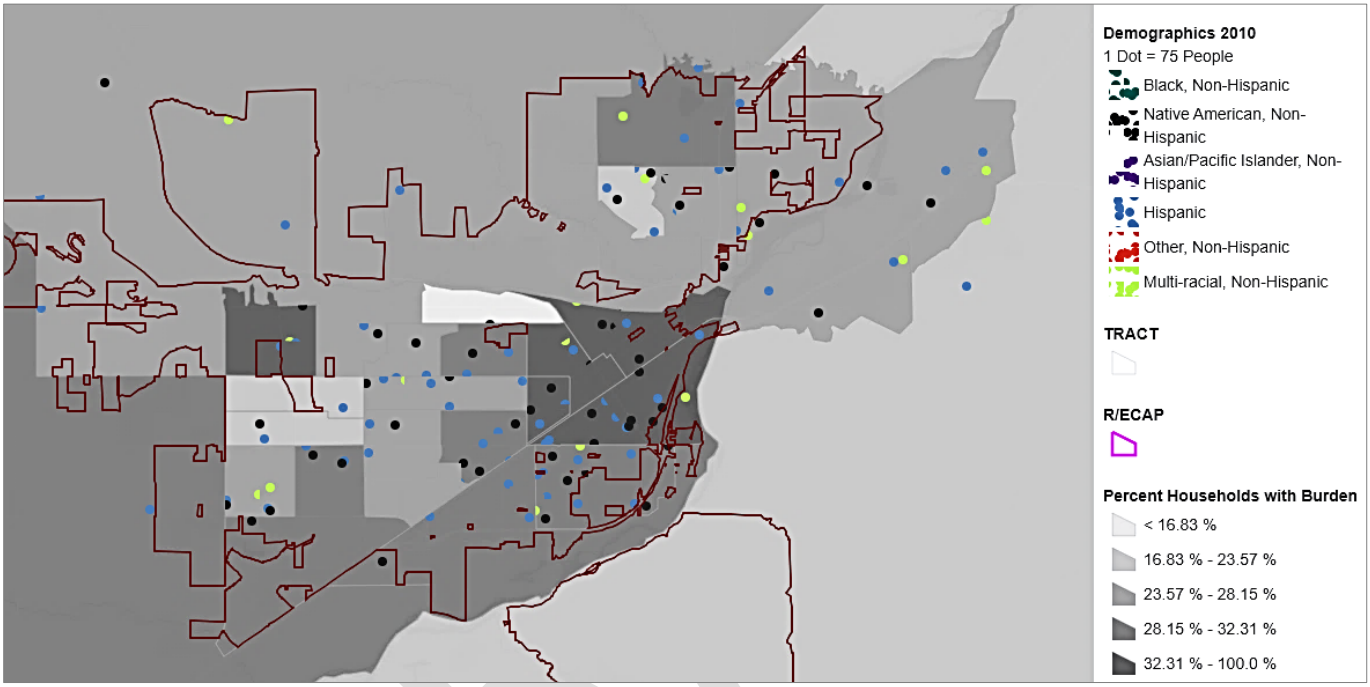


City of Billings, Figure R - HUD Mapping System, Retrieved February 2025

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated?

In HUD's mapping system, It appears as though minorities are residing across all areas of the City. The highest percentage of cost-burdened households is located in the North Park and Southside neighborhoods. Smaller neighborhoods in the West End and Billings Heights are also identified, followed by the southwest corridor neighborhood.

Percentage of Households with Housing Cost Burden and Race / Ethnicity



City of Billings, Figure S - HUD Mapping System, Retrieved February 28, 2025

What are the characteristics of the market in these areas/neighborhoods?

The South Side of Billings is characterized by its affordability, noticeable price appreciation, a mix of historic housing options, a balanced rental market, convenient commute times, and a culturally diverse community. The area is largely composed of small to medium-sized single-family homes along with a few small apartment buildings. Many residences are historic, with a significant number built before 1939 and others from the 1940 to1969 period. Homes are relatively affordable compared to other parts of Billings. There is a healthy mix of homeowners and renters in the neighborhood.

The North Park neighborhood is defined by its relatively affordable housing options, a moderate pace of sales, and a mix of housing types. It is an affordable and steadily growing area in Billings with a mix of historic homes, rental properties, and single-family residences. While prices remain low compared to city averages, the area is seeing moderate demand.

Are there any community assets in these areas/neighborhoods?

The South Side neighborhood of Billings, Montana, is rich in community assets that contribute to its unique character and support its residents. Notable assets include:

- South Park, established over a century ago, is one of Billings' oldest and most significant community spaces, serving as a central hub for recreation, cultural events, and social gatherings. Since its inception, South Park has been integral to the community, particularly for immigrant populations drawn to Billings by industries like the sugar beet factory. The park's design, featuring a centrally located gazebo, was intended to create a communal space for gatherings, concerts, and public speeches.
- The South Side Neighborhood Task Force was originally created in the 1970s to provide input on the allocation of CDBG funding. The task force has evolved into a diverse body addressing various community concerns. They hold monthly meetings to discuss and plan neighborhood initiatives, fostering civic engagement among residents.

In the North Park neighborhood, residents benefit from a range of community assets that support recreation, civic engagement, and neighborhood improvement. The following notable assets include:

- Many recent improvements have been made to North Park. The neighborhood recently hosted a grand reopening aimed at revitalizing the park's facilities and improving safety features. The event showcased updated amenities, interactive activities, and a renewed commitment to making the space more welcoming for families and residents.
- The North Park Task Force was also originated in the 1970s to provide input on CDBG funding allocations. The Task Force has been actively involved in gathering resident feedback to inform these improvements. Their efforts ensure that the upgrades not only address safety concerns but also align with the community's needs and aspirations.

Are there other strategic opportunities in any of these areas?

North Park Neighborhood: Given North Park's central community asset, a well-used 15-acre park, and its family-friendly atmosphere, there's an opportunity to develop modern multi-family housing. These developments could include apartments or townhomes designed to serve young professionals and families looking for quality rentals close to recreational amenities.

With some of the existing housing stock dating back several decades, infill development or the adaptive reuse of older properties can modernize the neighborhood while retaining its community identity. Upgrades and value-add projects might be particularly attractive as public improvements and community engagement continue to drive interest in the area.

Incorporating residential units with ground-floor commercial spaces, such as cafes or small retail outlets—can enhance walkability and serve the needs of residents, further strengthening North Park as a vibrant, community-centered neighborhood.

South Side Neighborhood: The South Side is known for its affordability and historic character. Redevelopment initiatives could focus on rehabilitating older, historic homes and integrating modern energy-efficient features, preserving the neighborhood's charm while offering updated housing for both buyers and renters.

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New developments that include affordable single-family homes or small-scale multi-family units can cater to first-time homebuyers and families. These projects might be designed to complement the existing architectural fabric and community resources, such as local schools and recreational areas.

Given the presence of local community organizations that support affordable housing and social services, there's potential for public-private partnerships to develop mixed-income housing. Such projects can integrate supportive services and community spaces, aligning with ongoing revitalization efforts in the South Side.

Market Demand: In North Park, the focus might be on creating attractive rental units or mixed-use projects that leverage community assets, whereas in the South Side, affordability and historic preservation might drive demand for renovated single-family homes and smaller multi-family projects. By aligning new housing developments with the distinct characteristics and community priorities of North Park and South Side, developers can help further enhance the quality of life for residents while contributing to sustainable neighborhood growth in Billings, Montana.

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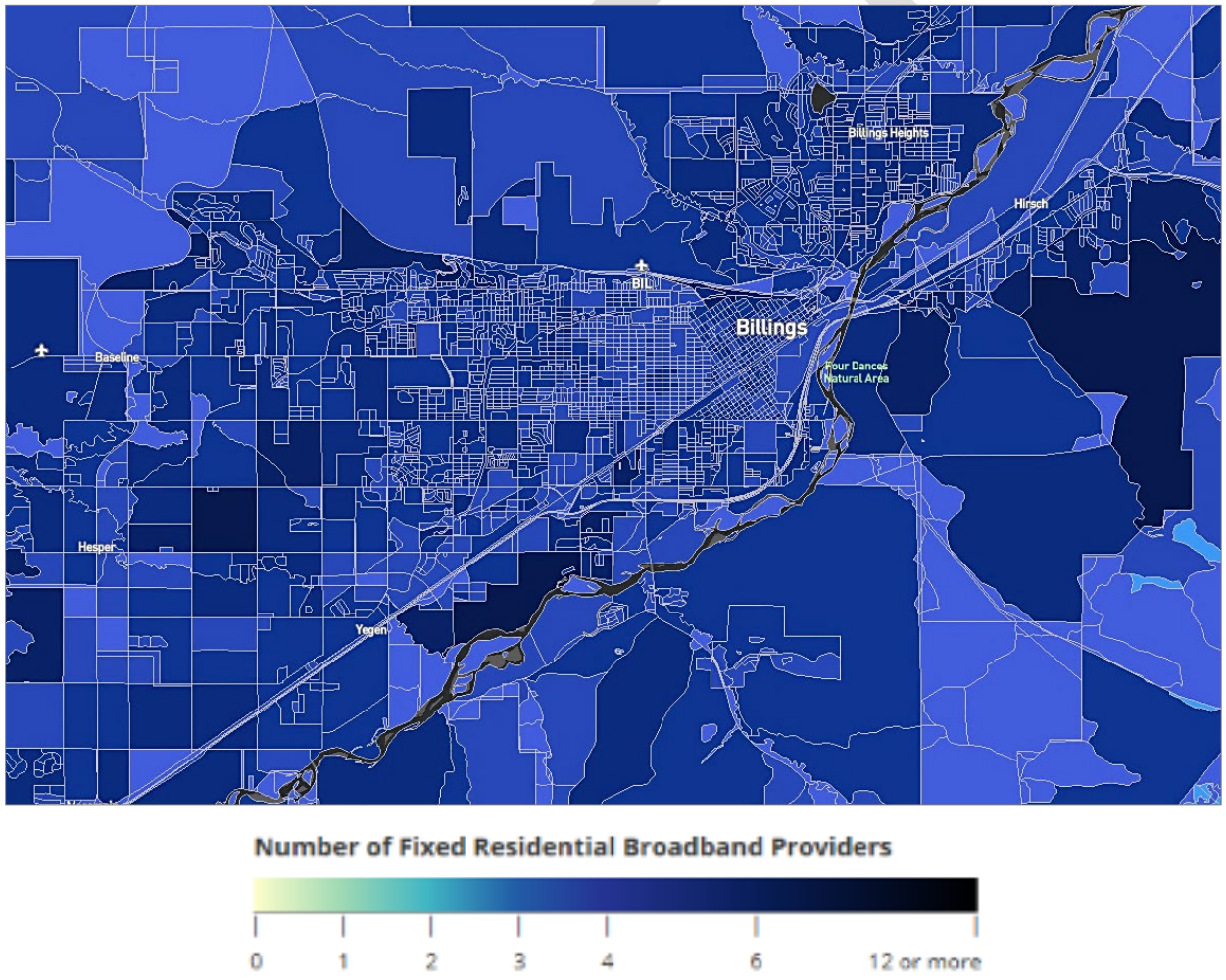
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households

91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The City must determine the broadband internet access needs of housing occupied by low / moderate income households based on analysis of data for low-income neighborhoods. According to the City's Consolidated Plan survey (see Appendices), over 96% of respondents have internet at home.

The National Broadband Map indicates the vast majority of Billings residents, including those residing in lower-income neighborhoods, have adequate access to internet / broadband service providers. According to the Census, nearly 93% of Billings households have internet subscriptions and nearly 93% have access to broadband (2023 American Community Survey, one-year estimates).



City of Billings, Figure T - National Broadband Map, Federal Communications Commission

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to Broadband Now, there are eight internet service providers serving residents in the City with speeds from 12Mbps to 940 Mbps. BusinessInternet reports Billings has ten to 15 internet service providers with download speeds up to 2,010 Mbps. There appears to be little need for additional jurisdictional investments in broadband infrastructure within the Billings city limits.

North Park Adult Exercise Equipment & Pavillion, CDBG and CDBG-Coronavirus (CV) Funding, Completed 2024

Describe the jurisdiction's increased natural hazard risks associated with climate change.

According to the City's Consolidated Plan survey, the majority (70%) of respondents do not believe their homes are currently at risk from natural hazards (see Appendices). The Montana Climate Solutions Plan indicates state temperatures are three degrees warmer on average than a few decades ago. Early spring runoff impacts water availability and causes flooding. Fire seasons are more severe and nearly 80 days longer than they were 30 years ago. The plan includes verbiage related to building on the Montana Ready Communities Initiative to promote resiliency for the state's lower income communities. This initiative was sponsored by the City of Billings' AmeriCorps VISTA program and three VISTA members participated in the development of the state's strategic framework.

The Yellowstone County Multi-Hazard Mitigation Plan was updated in 2019. The plan mentions its obligation to identify and address any disproportionately high adverse human health or environmental effects of its projects on minority or low-income populations (page 226), although impact is not identified. The Disaster and Emergency Services Strategic Plan for FY2023-2028 is posted online.

According to the HUD Natural Hazard Map, Yellowstone County's community resilience is rated as very high, with moderate ratings relative to cold waves / winter weather, hail, heat waves, ice storms, and wildfire. The most significant risk in the area is related to lightning.

Natural Hazard Risks in Yellowstone County: Risk Index is Relatively Low

Composite Risks	*Yellowstone County Risk Index Rating*
National Risk Index – Composite	Relatively Low
Expected Annual Loss – Composite	Relatively Low
Social Vulnerability	Relatively Low
Community Resilience	**Very High**
Hazard Type	*Risk Index Rating*
Avalanche - Hazard Type	Not Applicable
Coastal Flooding - Hazard Type	Not Applicable
Cold Wave	**Relatively Moderate**
Drought	Relatively Low
Earthquake	Very Low
Hail	**Relatively Moderate**
Heat Wave	**Relatively Moderate**
Hurricane	Not Applicable
Ice Storm	**Relatively Moderate**
Landslide	Relatively Low
Lightning	**Relatively High**
Riverine Flooding	Relatively Low
Strong Wind	Relatively Low
Tornado	Relatively Low
Tsunami	Not Applicable
Volcanic Activity	Not Applicable
Wildfire	**Relatively Moderate**
Winter Weather	**Relatively Moderate**

The hazard risk ratings in this map reflect the March 2023 version of the dataset displayed in FEMA's NRI, Version 1.19.0. For more information about how the NRI was developed, including how the hazard categories were selected, the data sources for the hazard risk ratings, and the limitations or assumptions of the results, explore FEMA's website.

City of Billings, Figure U

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Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Lightning strikes are the only relatively high-risk natural hazard identified for the City of Billings. They are generally associated with thunderstorms, which can occur throughout the area. While specific data pinpointing areas within Billings that experience higher frequencies of lightning strikes is limited, regional patterns indicate that elevated terrains and open spaces may be more susceptible due to their exposure.

Cold Waves, Winter Weather, and Heat Waves: Many low-income homes, especially older structures, have inadequate insulation and single-pane windows, making them inefficient at retaining heat / cooled air. Households with limited financial resources may struggle to afford heating costs. Energy insecurity can result in shutoffs during the coldest and warmest months. Heavy snowfall and ice accumulation can strain roofs and cause leaks, collapse risks, and mold growth in poorly maintained homes. Frozen pipes are a common issue in older or poorly insulated homes. These circumstances can lead to higher energy bills, greater exposure to extreme cold and heat indoors, heat-rationing, using unsafe heating methods (space heaters, ovens, etc.), water damage, loss of potable water, increased risk of hypothermia, heat stroke, and other cold- and heat-related health issues.

Hail: Many low-income homes have older, deteriorated, or low-cost roofing materials that are more susceptible to hail damage and are less likely to have emergency funds to make needed repairs. These households may also have higher insurance deductibles and exclusions for hail damage. Roof damage can lead to leaks, water infiltration, and structural deterioration if not promptly repaired.

Wildfire: Housing occupied by low-income households is particularly vulnerable to wildfires due to several key factors, including location, building materials, limited financial resources, and challenges in emergency preparedness and recovery. These vulnerabilities increase the risk of property loss, displacement, and long-term economic hardship. Yellowstone County's Community Wildfire Protection Plan was last updated in 2006.

The Yellowstone River is south of Billings and historic flooding events may impact the Southwest Corridor and Southside neighborhoods. Fire is a seasonal concern for the entire city, although all of the neighborhoods in Billings are serviced by the Billings Fire Department. City resources can be rerouted to meet the needs of lower income neighborhoods if impacted by natural hazards.

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Section V: Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Community Development Division's strategies for addressing community needs are included herein. The City's primary needs are affordable housing, services for vulnerable populations, and poverty impact. As per findings and recommendations from the City's Analysis of Impediments to Fair Housing Choice, the investment of federal funds is not predominantly geographically distributed; funds are invested based on the needs of low-income households and citizens.

SP-10 Geographic Priorities *91.215 (a)(1)*

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction.

The geographic area served by the Consolidated and Annual Action Plans is defined by the current City of Billings limits. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

- Geographic area is defined by the current Billings city limits.
- Citywide strategies encourage the distribution of resources to support affirmatively furthering fair housing and equal opportunity to avoid segregation in Billings.
- Geographic distribution of investments description includes the focus of resources on a citywide basis to support diversity across the community.
- The City of Billings is classified as a smaller city on a national scale.
- The actual dollar amount planned for allocation to each program is included in this Action Plan.

The City will focus distribution of investments on a citywide basis to support diversity and mixed-income development across the community. Neighborhood Revitalization Strategy Areas ***have not been established*** in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources.

Therefore, the City plans to dedicate zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 46 - Geographic Priority Areas

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SP-25 Priority Needs 91.215(a)(2)

#	Priority Need	Priority Level / Population	Family Types	Homeless Categories		Non-Homeless Special Needs	
1	**Affordable Housing**	High Extremely Low-Income Low-Income	Large Families Families w/Children Elderly Public Housing Residents	Chronic Homeless Individuals Families w/Children Mentally Ill Chronic Substance Abuse	Veterans Persons w/HIV/AIDS Domestic Violence Survivors Unaccompanied Youth	Elderly Frail Elderly Disabled – All Addicted Persons	Persons w/HIV/AIDS Domestic Violence Survivors
		Description (Goal): Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations. The City's strategy is to increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income homes.					
		Basis for Relative Priority: Thousands of households in Billings are experiencing housing cost burden. Nearly all minority cohorts are more likely to have one or more housing problem, which is a considerable barrier to fair housing choice. Over 8,000 households are on the public housing / Section 8 waiting lists. Housing prices have increased 47% over the past five years. The homeownership rate in Billings is significantly lower than state and national rates. Billings citizens rate the variety and availability affordable, quality housing is much lower than national benchmarks. Approximately 200 lead water service lines replaced and many are located in low-income neighborhoods and are older homes.					
2	**Services for Vulnerable Populations**	High Extremely Low-Income Low-Income	Large Families Families w/Children Elderly Public Housing Residents	Chronic Homeless Individuals Families w/Children Mentally Ill Chronic Substance Abuse	Veterans Persons w/HIV/AIDS Domestic Violence Survivors Unaccompanied Youth	Elderly Frail Elderly Disabled - All Addicted Persons	HIV/AIDS Domestic Violence Survivors
		Description (Goal): Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being. The City's strategy is to provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being:					
		Basis for Relative Priority: The 2024 Montana Homeless Population point-in-time count identified 273 individuals, nearly 50% were White, 41% were Native American, and nearly nine percent were listed as "other". The Native American cohort is disproportionately represented in the unhoused population. The suicide and domestic violence rates are higher than national rates.					

#	Priority Need	Priority Level / Population	Family Types	Homeless Categories		Non-Homeless Special Needs	
3	**Neighborhood Revitalization**	Moderate Extremely Low-Income Low-Income	Large Families Families w/Children Elderly Public Housing Residents	Individuals Families w/Children	Veterans HIV/AIDS Domestic Violence Survivors	Elderly Frail Elderly Disabled - All Addicted Persons	HIV/AIDS Domestic Violence Survivors
		Description (Goal): Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods. The City's strategy is to integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents.					
		Basis for Relative Priority: The violent and property crime rates in Billings is notably higher than the national rate. Billings citizens indicate a strong need for public safety, including street lighting. There are 200 residences with lead water service lines and many are located in low-income neighborhoods and are older homes and housing cost burden limits the ability to update these lines.					

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SP-30 Influence of Market Conditions 91.215 (b)

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	There is great need in the Billings community for tenant housing assistance as evidenced by the Needs Assessment and Market Analysis. Those most in need may not have positive credit or rental histories to secure housing.
TBRA for Non-Homeless Special Needs	See above. The needs for special needs populations remains consistent, particularly for the disabled and elderly.
New Unit Production	The majority of rental and owner households are cost burdened. Affordable housing development, particularly smaller rental units for extremely low and low-income households, is paramount to the City's success in meeting current housing needs in Billings.
Rehabilitation	Rental and owner rehabilitation greatly influences the quality of affordable housing stock in Billings. For owners, rehabilitation has been shown as an effective neighborhood stabilization tool that effectively lowers the costs of maintaining housing. For renters, investment in the affordable housing stock where housing currently exists benefits both the neighborhood overall and maintains the quality of the rental market. Rehabilitation is also utilized as a tool to make accessibility improvements to sustain the affordable housing stock to meet the needs of those who are disabled and the elderly.
Acquisition, including preservation	Acquisition for affordable housing development, foreclosure rehabilitation, and first-time homebuyer remains a high priority due to the high percentage of households experiencing housing cost burdens. Investment in the acquisition and rehabilitation of the affordable housing stock in Billings meets the needs of extremely low and low-income households.

HUD Table 48 - Influence of Market Conditions

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SP-35 Anticipated Resources

91.215(a)(4), 91.220(c)(1,2)

Introduction

The table below illustrates the CDBG and HOME resources expected for the program year. CDBG administration allocations are capped at 20% of the new CDBG allocation in addition to eligible program income received during the project year. Maximum amounts for public service activities are capped at 15% of the new CDBG allocation and 15% of the previous year's program income. HOME administration activities are capped at 10% of the new HOME allocation and eligible program income received following the required affordability period. Revenue received during a project's affordability period is considered recaptured and may not be used for administration.

Expected revenues from the CDBG program include repayments of funding loaned through the Housing Rehabilitation program, First Time Home Buyer program, and other revitalization efforts. The City expects to receive approximately $50,000 to $300,000+ in repayments for the upcoming fiscal year and this funding will be reprogrammed for programs identified herein. The City will not receive proceeds for Section 108 loan guarantees, surplus funds from urban renewal settlements, or float-funded activities.

Revenue expected for the HOME program includes recaptured and program income funding generated by the First Time Homebuyer Loan program. The City expects to receive approximately $50,000 to $300,000+ in HOME funding through these venues, and the funding will be utilized to further programs identified in this Plan. City of Billings programs utilize 100% of CDBG and HOME funding to benefit low- to moderate-income households and/or areas. The City may also receive program income attributable to the Neighborhood Stabilization Program and other previously funded federal and state programs.

Routine revenues including program income, recaptured / repaid funds, and re-programmed monies will be utilized for existing and previously approved programs as it is received during each fiscal year. Routine revenues are allocated on a close- and shovel-ready basis to ensure timely commitment and expenditure. These changes are customary and facilitate funding allocations to projects and activities most in demand and do not require a substantial or minor amendment to the Consolidated Plan, as per the City's Citizen Participation Plan.

Anticipated Resources

Program	Source of Funds	Expected Amount Available				Expected Amount Available Reminder of Con Plan	Narrative Description
		Annual Allocation	Program Income	Prior Years EN Resources	Total		
CDBG	Public / Federal	~$650,000 per year	$### Prior PI $### Current Year PI	$0	$###	$0	Entitlement Allocation
	Uses of Funds: Administration, activities described herein						
HOME	Public / Federal	~$345,000 per year	$### Prior PI $### Current Year PI	$0	$###	$0	Entitlement Allocation
	Uses of Funds: Administration, Homebuyer Acquisition, New Housing Development						

HUD Table 49 - Anticipated Resources

HUD HAS NOT RELEASED CDBG AND HOME ALLOCATIONS TO DATE

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The Billings City Council prefers funding CDBG projects where match funding has been leveraged. The HOME program requires 25% match funding for projects be dedicated from non-federal sources. The City of Billings meets HOME matching requirements through low interest financing available for First Time Homebuyer Loans issued through the Montana Board of Housing and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions and other local bank financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The requirements set forth in CFR 24 91.220 and 91.520 are as follows:

- Where the jurisdiction deems it appropriate, the jurisdiction *may* indicate publicly owned land or property located within the jurisdiction that *may be used* to address the needs identified in the plan.
- The performance report must include a *description of the resources made available*, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic status of persons assisted), actions taken to affirmatively further fair housing, and other actions indicated in the strategic plan and the action plan.

The City of Billings has published a map of publicly owned land and is currently accepting offers for development, including affordable housing development.

The Billings City Council also supported the Community Development Division's housing programs by dedicating $250,000 in non-federal funds in 2013. In 2015, the City Council dedicated an additional $195,321 in non-federal funding to further the City's housing programs.

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SP-40 Institutional Delivery Structure 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

The City of Billings is the lead government entity responsible for Consolidated Plan activities funded through CDBG and HOME.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Billings	Government	Planning Affordable Housing Ownership Affordable Housing Rental Public Services	City of Billings Jurisdiction
HomeFront	PHA	Public Housing Affordable Housing Ownership Affordable Housing Rental	Billings Area

HUD Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System.

The City of Billings - Community Development Division is a small branch of the City's government with a total of four full-time equivalent staff positions. Strengths of the Division include:

- **Longevity:** Staff have extensive experience working with federal grant programs in the Division. Staff have combined longevity of over 42 years working for the City of Billings.
- **Advanced Training and Certifications:** Several of the staff members have HOME certifications, including: Regulations; Administration; and Rental Compliance. Staff members have also been trained in Lead-Based Paint Risk Assessment and Environmental Review.
- **Focused Goals and Programs:** When funding levels were higher, the Division was able to fund and manage many diverse programs to meet community needs. As funding levels diminished, staff has condensed program development, management and implementation on a few core programs, including: First Time Home Buyer; Foreclosure Acquisition / Rehabilitation; Affordable Housing Development; and the Billings Metro VISTA Project as the City's primary anti-poverty initiative. Streamlining programs has resulted in the development of comprehensive procedures and forms to maintain program compliance, including: Section 3, Lead-Based Paint, Subsidy Layering, Labor Standards, Environmental Review, etc.
- **Affordable Housing Partnerships:** City staff have forged strong relationships with HomeFront (the local housing authority), local developers, realtors, contractors, lenders, and agencies interested in affordable housing development and preservation. City staff also maintain relationships with the staff working in HOME and CDBG programs across the state, including the Montana Department of Commerce, the Missoula Department of Grants and Community Programs, and the Great Falls Planning and Community Development Department.
- **Poverty and Homeless Services Partnerships:** Through the development and implementation of the City's anti-poverty initiative, the Billings Metro VISTA Project. City staff has created partnerships with over 50 social service agencies, benefit providers, faith communities, philanthropic organizations and private industry leaders to expand coordination, collaboration and efficacy. Information on local Continuum of Care efforts can be found in the PR-10 Consultation section of this Consolidated Plan.

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The Montana Continuum of Care completed a "secret shopper" study of homeless service providers in Billings from October 2024 to January 2025. During the review period, "secret shoppers" were sent to service providers to inquire about available resources and reported their experiences. Six visits were completed at five service provider sites in Billings. Respondents reported a difficulty identifying what support services are provided by each provider and a lack of staff time to understand the individual's needs.

Gaps in the local institutional delivery system exist primarily due to funding limitations, particularly for administrative functions. Billings offers a great number of services to its citizens, but needs for funding, staffing, innovative programs and coordination exist. The ability to effectively relay information regarding the service array in Billings to those in need has been one of the community's greatest challenges. A comprehensive strategy for overcoming service gaps in the institutional delivery system is a priority for many organizations involved in overall community development initiatives.

Availability of services targeted to homeless persons and persons with HIV and mainstream services.

Service Continuum	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		X
Mortgage Assistance	X		X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	X
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	X
Education	X		X
Employment / Training	X		X
Healthcare	X	X	X
HIV/AIDS	X		X
Life Skills	X		X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Housing First	X	X	

HUD Table 51 - Homeless Prevention Services Summary

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Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

A complete listing of services to meet the needs of the homeless is located in MA-30 Homeless Facilities and Services. The services listed herein meet the needs of some who are experiencing homelessness in the Billings community. The main issue with service delivery is the lack of resources relative to the number of people seeking assistance. The greatest barrier in the coordination of the institutional delivery structure to serve the homeless is community capacity and funding sources to manage long-term efforts. Several nonprofits have greatly limited services due to overwhelming need and a greatly diminished donor pool. Through the efforts of the Community Development Division, with the support of the poverty-impact efforts of the Billings Metro VISTA Project, the community has benefitted from several initiatives aimed at improving public awareness of service delivery structure.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

The service delivery system for special needs populations and the homeless in Billings is bolstered by the vast service array available for those seeking assistance. The Community Development Division has spearheaded many initiatives based on national best practices, including the development and implementation of the State's first ten-year plan to impact homelessness. City staff have also created the Billings Metro VISTA Project to enhance capacity building efforts to support local nonprofit organizations serving special needs and the homeless.

While Billings provides a vast array of services to persons experiencing homelessness, most services are only available to individuals enrolled to receive services. For others, the basic services are adequate to meet basic human needs such as food, clothing, toiletries, and referrals.

Montana 211 provides detailed information about each service provider to address this gap in the homeless service delivery system. Montana 211 is a **free, confidential, 24/7 service** that connects people to essential health and human services. It is a vital link between people with social service needs and organizations providing assistance.

Resources are not adequate to meet the needs of the general homeless population, including housing, temporary shelter beds, dental care, vision care, and day centers. The most urgent need in the community is housing, both long-term affordable housing and safe sleeping / low-barrier facility for those not meeting eligibility requirements for other programs.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

The primary gaps identified in this section are:

- The need for improved coordination and partnerships between public and private service providers
- Financial resource and organizational capacity limitations
- Lack of resources for the unhoused population in Billings

The City maintains positive relations with HomeFront, developers, lenders, realtors and others to ensure collaboration and engagement in the implementation of Community Development programs. The City has a certified Community Housing Development Organization and is actively seeking additional organizations for the purposes of affordable housing development. Additionally, City staff maintain positive and close relationships with the staff at Montana Fair Housing, who is the primary organization in fair housing education and enforcement for the state. Maintaining strong partnerships and coordination between

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agencies allows the City to better understand the needs of Billings residents and develop thoughtful, sustainable solutions to support and serve the community.

City staff meet monthly with the Community Development Board, which is primarily comprised of representatives from low-income neighborhoods. Board members are liaisons with HomeFront. City staff attend the statewide Montana Housing Conference to form a strong network of partners and to gain education and resources during breakout sessions. Neighborhood task forces, focus groups, HOME-ARP subrecipients and Billings Metro VISTA Project host sites provide valuable feedback and coordination across Billings. These strong partnerships allow City staff to garner feedback about potential projects, priority issues and community needs to better serve Billings residents

Long-term funding and resources will remain a challenge for organizations across Billings. CDBG and HOME resources are not adequate to meet the needs of the homeless and those experiencing poverty in Billings. The City will overcome these challenges by continually improving coordination between local agencies and focusing on the execution of anti-poverty initiatives.

The City's main anti-poverty initiative is the implementation of the Billings Metro VISTA Project. The City has provided full-year and summer associate support to over 50 nonprofit organizations to date and the continuance of this initiative is imperative to strengthen service delivery to those in need. The Billings Metro VISTA Project enables the City to support nonprofit organizations in a sustainable fashion since the provision of public service grants is no longer an option due to dwindling CDBG allocations.

The City provides additional funding to nonprofit organizations for supportive services to qualified populations through administration and monitoring of the HOME-ARP program. Supportive services aim to prevent homelessness and poverty through financial housing assistance, case management, mental health services, substance abuse treatment and employment assistance services. Montana 211 provides detailed information about each service provider to address this gap in the homeless service delivery system. Montana 211 is a **free, confidential, 24/7 service** that connects people to essential health and human services. It is a vital link between people with social service needs and organizations providing assistance.

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SP-45 Goals Summary 91.215(a)(4)

Funding allocated in this section represents an estimate of resources to be utilized over a five-year period utilizing average allocations for the last five years. Projects are funded on a close- and shovel-ready basis for core programs as described in this Plan. An asterisk indicates *Housing development organizations housing development activities must be implemented by housing development organizations.

#	Goal Name	Category & Needs Addressed	Outcome	Objective	$	City Program / Activities	Goal Outcome Indicator	Five Year Goal
1	Create, preserve, and expand affordable housing options	Affordable Housing	Affordability	Decent Affordable Housing	CDBG HOME NSP	Affordable Housing Development	7 - Rental Units Constructed	32 Rentals: Mitchell Court 101 Rentals: LB Lofts 12 HOME Housing Units
							2 - Public Facility / Infrastructure for low-income housing benefit	Housing Units or LMA
							8 - Rental units rehabilitated	Housing Units
							9 - Homeowner housing added (construction new units)	Housing Units
						First Time Home Buyer	11 - Direct Financial Assistance to Homebuyers	50 Housing Units
						Foreclosure Acquisition / Rehabilitation	10 - Homeowner housing rehabilitated	5 Households Assisted

Goal: Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations.

Strategy: Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes.

- **Affordable Housing Development:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements.
- **First Time Home Buyer:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods.
- **Home Repair:** Offer loan financing to agencies that assist low-income homeowners in completing essential repairs - such as major systems upgrades, weatherization, energy/water efficiency, and lead water service line replacements - to enhance and preserve the quality of Billings' affordable housing stock.
- **Foreclosure:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.

#	Goal Name	Category & Needs Addressed	Outcome	Objective	$	City Program / Activities	Goal Outcome Indicator	Five Year Goal
2	**Services for vulnerable populations**	Services for vulnerable populations	Availability / Accessibility	Create Suitable Living Environment	CDBG HOME CNCS	Billings Metro VISTA Project	1 - Public service activity other than low-income benefit	250 People
						Public Facilities	1 - Public facility / infrastructure for other than low-income housing benefit	1 Facility
		Goal: Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being. **Strategy:** Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being: • **Public Facilities:** Provide financing to develop public facilities to serve as accessible, community-based hubs where individuals and families facing economic, social, or health-related challenges can find help. • **Billings Metro VISTA Project:** Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include: education, healthcare, food security, economic opportunity, housing, financial literacy, and others. • **HOME-ARP:** Provide grant funding to nonprofit organizations delivering supportive services to: prevent homelessness; unhoused individuals and families; those at-risk of becoming unhoused; and people fleeing domestic violence / trafficking. Federal service categories include case management, housing counseling, rent/utilities/deposit assistance, mental health , healthcare, substance misuse treatment, job training, employment, financial literacy, assistance with benefits enrollment, childcare, and transportation.						
3	**Neighborhood Revitalization**	Neighborhood Revitalization	Availability / Accessibility	Create Suitable Living Environment	CDBG	CPTED Public Facilities	1 - Public facility / infrastructure for other than low-income housing benefit	5 Facilities
						Lead-Water Pipe Replacement	10 - Homeowner housing rehabilitated	100 Households
		Goal: Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods. **Strategy:** Integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents. • **Crime Prevention Through Environmental Design:** Reduce crime by making infrastructure improvements in low-income neighborhoods (parks, adding street lights, etc.) while: creating more attractive and secure environments; stimulating local investment; encouraging residents to use public spaces more freely; and improve quality of life for low-income residents. • **Lead-Pipe Water Line Replacement:** Provide affordable loan financing to low-income homeowners to remove lead pipes from the property line to residences to prevent lead poisoning, improve water quality, and promote neighborhood health and public safety.						
HOME Investment Partnerships Program (HOME)			*Community Development Block Grant (CDBG)*			*Corporation for National and Community Service (CNCS)*		

HUD Table 52 - Goals Summary

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2).

Over the next five years, the City expects to:

- Assist in completing new rental unit construction that will serve 132 households and 12 of the units will be HOME-assisted.
- Assist 50 low-income households through the First Time Home Buyer program.
- Acquire and rehabilitate five foreclosed, vacant homes to sell to low-income households citywide.
- Serve 250 extremely-low and low-income individuals through poverty impact initiatives through the Billings Metro VISTA Project.
- Provide financing for one public facility to assist vulnerable populations.
- Complete Crime Prevention through Environmental Design improvements to five low-income neighborhood parks.
- Provide financing to 100 low-income households to replace lead pipe water service lines.

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SP-50 Public Housing Accessibility and Involvement 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

HomeFront, the City's public housing authority, performed a baseline Section 504 Needs Assessment that was updated in detail for physical changes in 1992 and the assessment is reviewed annually. HomeFront keeps track of demand for accessible units and wait list needs to determine when more accessible units may be needed. HomeFront also keeps a list of accessible units in the community for the Section 8 and Shelter Plus Care participants to assist them in their search. This is completed via outreach survey to all landlords participating in the program. Outreach is facilitated throughout the year to those who may need housing in accessible units.

HomeFront performs outreach to many agencies several times annually and to other program lists to make sure staff are able to fill accessible units with a family or individual who may need such a unit. If staff is not able to serve households for accessible units when their application comes to the top of the waiting list, they are offered a voucher to look for housing within the community. If an accessible unit at another program managed by the Housing Authority has not been filled, applicants are allowed to transfer to that program.

HomeFront will continue to review 504 Assessment results to determine when additional units and bedroom sizes may be needed in the inventory and research how to best implement those needs as they arise. As part of all Housing Authority programs, the disabled and handicapped are encouraged and allowed to request reasonable accommodations using approved Fair Housing Office forms to assist with whatever physical or assistance needs they may have.

Activities to Increase Resident Involvements

Each year, HomeFront goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Council functions throughout the year. These comments, Board participation, tenant commissioners, and daily communications with HomeFront's client base serve to assist in assessing client needs for physical adjustments, security issues, and links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

Is the public housing agency designated as troubled under 24 CFR part 902?

Not applicable.

Plan to remove the 'troubled' designation

Not applicable.

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SP-55 Barriers to affordable housing 91.215(h)

Barriers to Affordable Housing.

According to the City's most recent Analysis of Impediments to Fair Housing Choice, most of the typical exclusionary provisions that would hinder affordable housing development do not exist in current zoning codes. However, the following issues may act as barriers to affordable housing investment:

- Density bonuses have not been established to offset the cost of development if a project contains a certain percentage of affordable housing.
- There is currently not a way to fast-track the approval processes for affordable housing development projects. However, fast-tracking may not be as important in Billings as it is in other parts of the country. Subdivision review times are set by the Montana State Legislature. Building permit reviews for single-family homes (one to four units) are three to five days and commercial permits, including multi-family with five or more units in a structure, take four to six weeks to review. Other areas of the country, and some cities in Montana, take 30 days or longer for single-family reviews and four to six months for commercial reviews.
- The City does not currently permit a waiver or reduction of impact fees, including water and wastewater system development fees, to promote affordable housing development.
- The use of accessory dwelling units is not a widely practiced housing development strategy.

Other public policy concerns relate to a dated zoning code and inadequate funding to further affordable housing development. The City completed a process to revise the zoning code and one of the main goals of the project is to expand affordable housing choice across the City. Additional information can be found online at Project Re:Code.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing.

Over the summer of 2024, a team from the Counselors of Real Estate visited Billings to assess local housing affordability. The report identified 29,000 area residents do not have enough money to live in a median-priced home. Local REALTORS estimate a housing deficit of up to 1,300 units annually and an overall 10,000 unit shortage. The report recommends, in part:

- Utilize $17 million in funding provided by HB 819 for workforce housing development in Yellowstone County
- Promote infill development
- Establish a starter home program with well-advertised outreach
- Provide design-build toolkits
- Promote housing rehabilitation programs
- Engage stakeholders in strategic planning

> *"The most stunning demographic statistic in the Billings area is that four of the top five occupations do not compensate employees with enough income to qualify to purchase a home at the July 2024 median sales price."*
>
> Accelerating Production of Attainable Housing

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The City plans on assisting with: housing affordability for renters / owners; cost of development; difficulty in paying for needed repairs; manufactured housing developments; and tax structure by implementing the following programs:

- Affordable Housing Development
- First Time Home Buyer
- Foreclosure Acquisition / Rehabilitation

While City staff does not have the capacity to manage a home repair program, local nonprofit agencies are welcome to apply for CDBG funding to manage a housing rehabilitation loan program through the City's routine allocation process.

Relative to the barriers identified in the City's Analysis of Impediments to Fair Housing Choice, the City plans on the following activities:

- Produce and disseminate consumer education on Fair Housing issues through ongoing publicity campaigns to make people aware they can move anywhere in the area they can afford.
- Work to expand housing choices of existing and potential new residents beyond neighborhoods identified by their own race or ethnicity.
- Continue to partner with enforcement agencies providing testing of the real estate industry practitioners to identify discriminatory practices in rental and for-sale housing.
- Support the efforts of local housing counseling agencies, especially to Latinos, before they apply for a mortgage.
- Continue to provide brochures containing information apprising potential home buyers of the availability of housing counseling and how to spot / report discriminatory lending practices.
- Continue to work toward the provision of affordable housing through Community Development programs.
- Support the HomeFront's efforts to expand the geographic range where holders of Housing Choice Vouchers look for housing.

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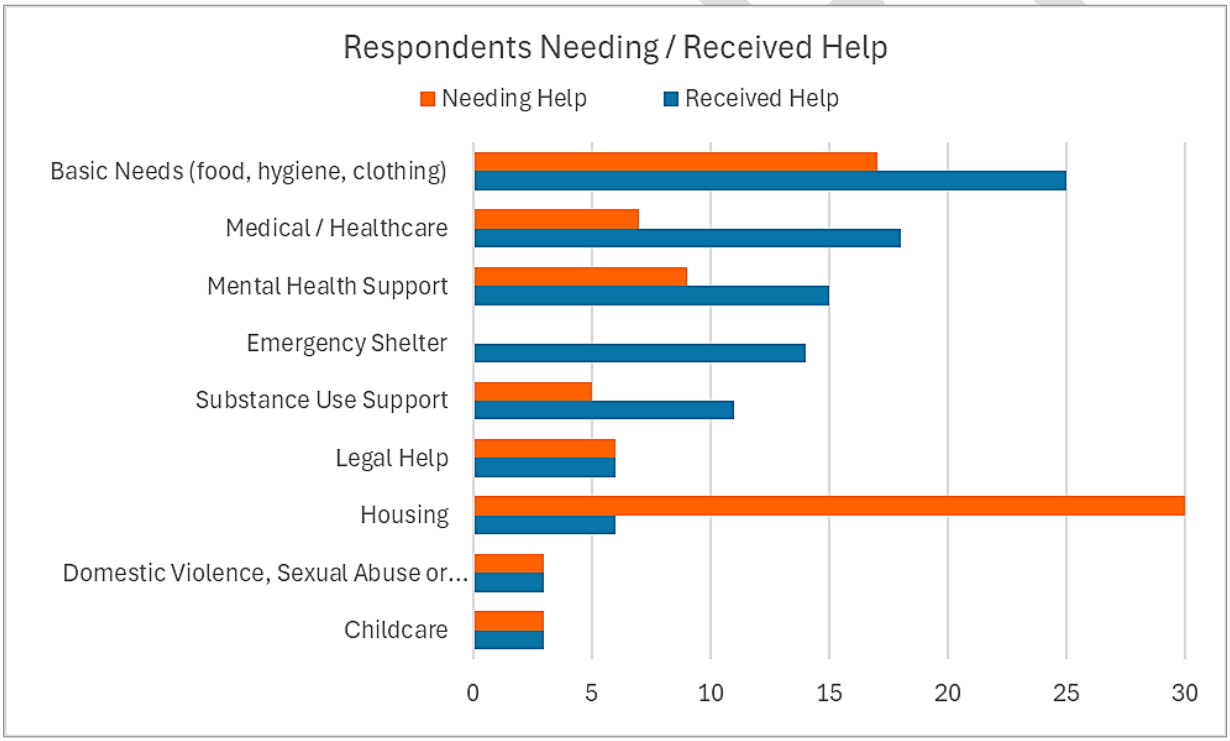
Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City does not directly receive Continuum of Care or Emergency Shelter Grant to exclusively support efforts to impact homelessness. City staff does not provide direct services to those experiencing homelessness.

A network of over 50 local service providers in the community strive to meet the diverse needs of those experiencing homelessness, those who are at-risk of homelessness, and people experiencing poverty. The Mental Health Center manages a Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed operates a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

According to a recent "secret shopper" evaluation of the Billings Coordinated Entry System through the Montana Continuum of Care, basic needs assistance appears to be the most available service in Billings, followed by medical / healthcare, mental health support, emergency shelter, and substance use support. Housing is the most significant unmet need in Billings (assessment in Appendices).



City of Billings, Figure V

To the greatest extent possible, City staff will continue to provide local nonprofit organizations access to AmeriCorps VISTA members through the Billings Metro VISTA Project resources. VISTA members may be placed at the City to undertake objective citywide initiatives. VISTA members may also be placed at nonprofit Host Site organizations to work on specific anti-poverty initiatives.

Addressing the emergency and transitional housing needs of homeless persons.

The following agencies assist in the provision of emergency and transitional housing in Billings:

- **Community Crisis Center** provides intervention services to individuals who are in crisis due to mental health, substance abuse or social service needs. Individuals who engage in mental health assessment and qualify for extended care may utilize stabilization service for up to 24 hours per visit.
- **Family Promise of Yellowstone Valley** provides emergency shelter to several families at a time in a network of church congregations. The organization also operates a transitional housing program that provides apartments for those who have graduated from the shelter program.
- **HRDC District 7** receives Emergency Shelter Grant funds and manages a rapid rehousing program to provide deposit and rent payment assistance to help families quickly regain stability into permanent housing.
- **Montana Rescue Mission** recently completed a Unified Campus Project and currently operates a150-bed emergency shelter, 150 bed long-term shelter, 29 affordable housing apartments, mental health clinic, addiction recovery clinic, medical clinic, childcare center, community meals, and chaplaincy/spiritual care. Services are available for men, women, children and families.
- **Off the Streets** provides 24 year-round beds to chronically homeless individuals.
- **Tumbleweed** provides emergency services for unaccompanied youth and families including emergency shelter placement.
- **YWCA Billings** provides shelter and 24-hour help lines for survivors of domestic violence. Additional services provided include case management, legal advocacy, and assisting with benefits access. The organization also provides transitional housing and permanent supportive housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

City staff administer and monitor funding for subrecipients of the HOME-ARP program. Staff may solicit new applications for supportive services to meet community needs and meet expenditure deadlines in the future. Three subrecipients have already received funding in Billings and details of each subrecipient are listed below:

- **Alternatives, Inc.:** Alternatives, Inc. provides financial assistance for housing including rental application fees, security deposits, utility deposits, utility payments and moving costs. The organization assists with rental arrears up to 24 months and substance abuse treatment. This array of services plays an integral role in empowering individuals to prevent homelessness.
- **District 7 Human Resources Development Council (HRDC)**: HRDC District 7 provides financial assistance for housing including rental application fees, security deposits, utility deposits, utility payments, moving costs and rental arrears up to 24 months. Case management through the organization allows for personalized education and support to prevent recurring homelessness. In addition to HOME-ARP funding, HRDC District 7 receives Emergency Shelter Grant funds and

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manages a rapid rehousing program to help families quickly regain stability into permanent housing.

- **Native American Development Corporation (NADC):** NADC provides supportive services including credit repair services, employment assistance, job training and transportation services. The organization also administers substance abuse treatment and mental health services. Direct case management provides ongoing support for low-income households and those at risk of homelessness.

In addition to organizations supported by the HOME-ARP program, various other organizations provide housing and assistance solutions.

- **Tumbleweed** provides emergency services for unaccompanied youth and families including emergency shelter placement.
- **Family Promise of Yellowstone Valley** provides emergency shelter to several families at a time in a network of church congregations. The organization also operates a transitional housing program that provides apartments for those who have graduated from the shelter program
- **YWCA Billings** provides shelter and 24-hour help lines for survivors of domestic violence. Additional services provided include case management, legal advocacy, and assisting with benefits access. The organization also provides transitional housing and permanent supportive housing.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The City does not receive McKinney-Vento Homeless Assistance Act funds and is not required to develop and implement a Discharge Coordination Policy. The Montana Continuum of Care (MT CoC) for the Homeless Coalition is the state's lead agency for addressing homeless activities and is a statewide collaboration of diverse homeless service providers, nonprofit organizations and local and state governments. The coalition was formed to address homelessness with very few resources to cover Montana's vast geographical area. The system is established upon community and regionally based continuum of care systems, which form the statewide coalition and continuum of care process. The City supports MT CoC in their efforts to establish a Statewide Discharge Coordination Policy.

The City does not receive Emergency Shelter Grant funds. These funds are distributed statewide by the Montana Department of Public Health and Human Services through ten HRDCs throughout the state. The local District 7 HRDC utilizes these funds to support rapid re-housing activities in conjunction with the local shelters.

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SP-65 Lead based paint Hazards 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City continues to be in compliance with HUD's lead-based paint requirements as established in September of 2000. Projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

The City will continue diligence while undertaking rehabilitation and construction activities to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of the requirements the City must follow when providing assistance. Education on the hazards of exposure to lead is provided for each rehabilitation project. The City currently offers risk assessments, through certified staff, paint inspections, clearance testing, and has access to lead-safe certified contractors to ensure compliance.

How are the actions listed above related to the extent of lead poisoning and hazards?

Unlike many larger jurisdictions, the City of Billings does not have a high prevalence of lead poisoning. The City's actions related to housing rehabilitation and development activities are preventive in nature.

How are the actions listed above integrated into housing policies and procedures?

The City's procedures contain provisions for lead-based paint compliance in all programs. A complete set of forms is currently utilized by staff for the purposes of lead-paint inspection, assessment, notification, reporting and compliance.

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SP-70 Anti-Poverty Strategy *91.215(j)*

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The Needs Assessment contains comprehensive information on the lower income status of local households. All of the Consolidated Plan strategies target the improvement of economic conditions of lower income households in the community, including housing development, financing home repair, continuing partnerships and funding public service activities. The City proposes to support the following specific activities in this Consolidated Plan to address economic conditions of low-income households in Billings:

- Continue to work with nonprofit organizations to help address the human service needs of lower income residents of the community in general and of our lower income neighborhoods in particular. This would be achieved primarily through supporting capacity building efforts of social service agencies through implementation of the ***Billings Metro VISTA Project***.
- Continue to apply for the AmeriCorps VISTA project status to bring full-time and summer associate volunteers to work on poverty-impact programs.

AmeriCorps VISTA is a national anti-poverty initiative that places full-year and Summer Associate volunteers with local projects. Full-year VISTA members are recruited locally and nationally, are college graduates and commit to at least a year of service with a project. Summer Associates are at least 18 years old and commit to ten weeks of service.

Anti-Poverty Strategy

Focus Area	*Objective*	*Programming Area: Specific to People Experiencing Poverty*
Economic Opportunity	**Financial Literacy**	Financial services and related programs to enhance financial literacy.
	Housing	Services to improve housing situations and access to affordable housing, including transitioning individuals into or helping them remain in safe, healthy, affordable housing.
	Employment	Efforts to train and employ low-income individuals. This includes literacy, vocational training aimed at building and gaining work-related skills.
Education	**School Readiness**	Services for children to make gains in school readiness in the following areas: Social / Emotional Development; Literacy Skills; and Numeracy / Math Skills.
	K-12 Success	Services to improve academic performance and engagement for students, particularly for students in low-achieving schools.
	Post-Secondary Success	Services to increase enrollment and completion of post-secondary education.
Healthy Futures	**Food Security**	Services to gain access to food resources and access to nutritious food.
	Access to Health Care	Services to gain access to preventative and primary health care services.
Veterans & Military Families	**Veterans Served**	Any of the above programming areas targeting services for low-income veterans, family members, members of active-duty military and military service members.

City of Billings, Figure W

The structure of the Billings Metro VISTA Project serves to assist nonprofit organizations working on poverty issues. VISTA members may serve at the City to work on initiatives with citywide benefit such as: Faith Engagement in Homelessness; Illuminate Poverty; Resource Map and Notepad; Veterans and Military Families; and Food Security. More information on citywide initiatives can be found on the City's Poverty Impact Initiatives website. Information on VISTA can be found online at www.BillingsMT.gov/vista.

VISTA members may also be placed at nonprofit Host Site organizations to work on specific anti-poverty projects to benefit the organization's clients. Examples of organizations served include:

- Philanthropic organizations:
  - United Way of Yellowstone County
- Housing organizations:
  - HomeFront, local public housing authority
  - Rebuilding Together for Yellowstone County
  - NeighborWorks Montana
- Social service organizations:
  - Family Support Network
  - Center for Children and Families
  - Mental Health Center
  - Montana Rescue Mission
  - District 7 HRDC
  - Self-Help Law Center
  - National Alliance on Mental Health Billings
  - Tumbleweed Program, Inc.
  - Boys & Girls Club
  - Independence Hall, serving unhoused veterans
  - Billings Family Service
  - Billings Head Start – Explorer's Academy
  - Friendship House
  - Family Promise of Yellowstone Valley
  - Crow Veteran's Affairs
  - YWCA Billings
- Adjacent public entities have also been served by the VISTA program, including:
  - Billings Public Library
  - Billings Public Schools
  - Downtown Billings Association
  - Billings Police Department
  - Planning & Parks Divisions

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Poverty reduction is addressed through the Billings Metro VISTA Project and the City's affordable housing programs. Priority needs, program goals, policies and procedures are all aligned with poverty impact and affordable housing activities.

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SP-80 Monitoring 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

The goals to be achieved through the Consolidated Plan will be monitored on a yearly basis as required as part of the CAPER submitted to HUD for the Consolidated Plan. Monitoring consists of:

- Examination of the community's use of available HUD, state, and local resources to meet the affordable housing and community development needs as outlined in the Consolidated Plan.
- Examination of the effectiveness of the programs in place.
- Review of public comments received on the community's performance in meeting the affordable housing and community development needs described in the City's Consolidated Plan.

The City may fund a variety of organizations to carry out City-funded activities each year and would enter into a written agreement specifically describing scope of work and funding use. Organizations receiving City funds will generally be monitored on-site by Community Development staff to ensure compliance with the terms of the agreement and applicable regulations. Site visits will include monitoring in the following areas:

- Compliance with agreement timeframe
- Rate of expenditures
- Continued eligibility of the activities under the agreement
- Adequate documentation concerning client eligibility and service delivery

Compliance with federal regulations will also be monitored, including (but not limited to) a review of the following:

- American Disabilities Act
- Fair Housing Act
- Equal Employment Opportunity
- Section 3 of the Housing and Urban Development Act of 1968
- Uniform Administrative Requirements
- Davis-Bacon Labor Standards

Community Housing Development Organizations

The City requires Community Housing Development Organizations (CHDOs) apply for recertification on an annual basis to ensure continued requirements are being met for CHDO designation, including (but not limited to) maintenance of Board composition, including at least one-third membership by residents of low-income neighborhoods and no more than one-third may be public officials or local / state employees. Staff also conducts a CHDO capacity review every time a new project is funded to ensure the organization has the ability to carry out functions of the proposed project.

Affordable Housing Projects

Housing projects are monitored via desk review and / or site-visits, including inspections, on a schedule based on the number of units in the project. On-site visits include property standards compliance inspections, tenant file review, household income verification, etc. City staff will also conduct annual desk

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reviews to ensure leases are in compliance with HOME regulations; rents are compliant with HOME limits; tenant incomes are reviewed annually and they are within eligibility limits; the property owner/manager is inspecting the property at least annually; that adequate project reserves have been established and annual reports are received; and the year-end profit and loss statements show the project is profitable and/or sustainable for the period of affordability.

Affordable housing projects are also scrutinized via routine Risk Assessment in order for City staff to evaluate the relative level of risk of noncompliance for each project in the assisted portfolio. Projects with higher risk assessment scores are prioritized for intensive case management efforts to bring the project into compliance and may receive multiple site visits and technical assistance from City staff.

First Time Home Buyers

Homebuyers receiving assistance are monitored for residency requirements by U.S. Postal Service and noncompliant projects are prioritized for intervention through the City's legal office.

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Section VI: Annual Action Plan

AP-15 Expected Resources 91.220(c)(1,2)

Introduction

The table below illustrates the CDBG and HOME resources expected for the program year. CDBG administration allocations are capped at 20% of the new CDBG allocation in addition to eligible program income received during the project year. Maximum amounts for public service activities are capped at 15% of the new CDBG allocation and 15% of the previous year's program income. HOME administration activities are capped at 10% of the new HOME allocation and eligible program income received following the required affordability period. Revenue received during a project's affordability period is considered recaptured and may not be used for administration.

Expected revenues from the CDBG program include repayments for funding loaned through the Housing Rehabilitation program, First Time Home Buyer program, and other revitalization efforts. The City expects to receive approximately $50,000 to $300,000+ in repayments for the upcoming fiscal year and this funding will be reprogrammed for programs identified herein and in the Consolidated Plan. The City will not receive proceeds for Section 108 loan guarantees, surplus funds from urban renewal settlements, or float-funded activities.

Revenue expected for the HOME program includes recaptured and program income funding generated by the First Time Homebuyer Loan program. The City expects to receive approximately $50,000 to $300,000+ in HOME funding through these venues, and the funding will be utilized to further programs identified in this Plan. City of Billings programs utilize 100% of CDBG and HOME funding to benefit low- to moderate-income households and/or areas. The City may also receive program income attributable to the Neighborhood Stabilization Program and other previously funded federal and state programs.

Routine revenues including program income, recaptured / repaid funds, and re-programmed monies will be utilized for existing and previously approved programs as it is received during each fiscal year. Routine revenues are allocated on a close- and shovel-ready basis to ensure timely commitment and expenditure. These changes are customary and facilitate funding allocations to projects and activities most in demand and do not require a substantial or minor amendment to the Consolidated Plan, as per the City's Citizen Participation Plan.

Anticipated Resources

Program	Source of Funds	Expected Amount Available			*As of 11.21.24*	Expected Amount Available Reminder of Con Plan	Narrative Description
		Annual Allocation	Program Income	Prior Years EN Resources	Total		
CDBG	Public / Federal	$650,000	$### Prior PI ~$100,000 25-26 PI	$0	$###	$0	Entitlement Allocation
	Uses of Funds: Administration, activities described herein						
HOME	Public / Federal	$345,000	$### Prior PI ~100,000 PI 24-25 PI	$0	$###	$0	Entitlement Allocation
	Uses of Funds: Administration, Homebuyer Acquisition, New Housing Development						

Table 53 - Expected Resources – Priority Table

HUD HAS NOT RELEASED CDBG AND HOME ALLOCATIONS TO DATE

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The Billings City Council prefers funding CDBG projects where match funding has been leveraged. The HOME program requires 25% match funding for projects be dedicated from non-federal sources. The City of Billings meets HOME matching requirements through low-interest financing available for First Time Homebuyer Loans issued through the Montana Board of Housing and matching funds provided for other affordable housing projects undertaken with HOME funds, such as private contributions and other local bank financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The requirements set forth in CFR 24 91.220 and 91.520 are as follows:

- Where the jurisdiction deems it appropriate, the jurisdiction *may* indicate publicly owned land or property located within the jurisdiction that *may be used* to address the needs identified in the plan.
- The performance report must include a *description of the resources made available*, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including the racial and ethnic status of persons assisted), actions taken to affirmatively further fair housing, and other actions indicated in the strategic plan and the action plan.

The City of Billings has published a map of publicly owned land and is currently accepting offers for development, including affordable housing development.

The Billings City Council also supported the Community Development Division's housing programs by dedicating $250,000 in non-federal funds in 2013. In 2015, the City Council dedicated an additional $195,321 in non-federal funding to further the City's housing programs.

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AP-20 Annual Goals and Objectives

Projects are funded on a close- and shovel-ready basis for core programs as described in this Plan.

#	Goal Name	Category & Needs Addressed	Outcome	Objective	$	City Program / Activities	Goal Outcome Indicator	One-Year Goal
1	**Create, preserve, and expand affordable housing options**	Affordable Housing	Affordability	Decent Affordable Housing	CDBG HOME NSP	Affordable Housing Development	7 - Rental Units Constructed	32 Rentals: Mitchell Court 6 HOME Housing Units
						First Time Home Buyer	11 - Direct Financial Assistance to Homebuyers	10 Housing Units
						Foreclosure Acquisition / Rehabilitation	10 - Homeowner housing rehabilitated	1 Households Assisted
		Goal: Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations. **Strategy:** Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes. • **Affordable Housing Development:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements. • **First Time Home Buyer:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods. • **Home Repair:** Offer loan financing to agencies that assist low-income homeowners in completing essential repairs - such as major systems upgrades, weatherization, energy/water efficiency, and lead water service line replacements - to enhance and preserve the quality of Billings' affordable housing stock. • **Foreclosure:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.						

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<table>
<tr><th>#</th><th>Goal Name</th><th>Category & Needs Addressed</th><th>Outcome</th><th>Objective</th><th>$</th><th>City Program / Activities</th><th>Goal Outcome Indicator</th><th>One-Year Goal</th></tr>
<tr><td rowspan="3">2</td><td rowspan="3">Services for vulnerable populations</td><td rowspan="2">Services for vulnerable populations</td><td rowspan="2">Availability / Accessibility</td><td rowspan="2">Create Suitable Living Environment</td><td rowspan="2">CDBG
HOME
CNCS</td><td>Billings Metro VISTA Project</td><td>1 - Public service activity other than low-income benefit</td><td>50 People</td></tr>
<tr><td>Public Facilities</td><td>1 - Public facility / infrastructure for other than low-income housing benefit</td><td>1 Facility</td></tr>
<tr><td colspan="6">Goal: Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being.
Strategy: Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being:
• Public Facilities: Provide financing to develop public facilities to serve as accessible, community-based hubs where individuals and families facing economic, social, or health-related challenges can find help.
• Billings Metro VISTA Project: Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include: education, healthcare, food security, economic opportunity, housing, financial literacy, and others.
• HOME-ARP: Provide grant funding to nonprofit organizations delivering supportive services to: prevent homelessness; unhoused individuals and families; those at-risk of becoming unhoused; and people fleeing domestic violence / trafficking. Federal service categories include case management, housing counseling, rent/utilities/deposit assistance, mental health , healthcare, substance misuse treatment, job training, employment, financial literacy, assistance with benefits enrollment, childcare, and transportation.</td></tr>
<tr><td rowspan="3">3</td><td rowspan="3">Neighborhood Revitalization</td><td rowspan="2">Neighborhood Revitalization</td><td rowspan="2">Availability / Accessibility</td><td rowspan="2">Create Suitable Living Environment</td><td rowspan="2">CDBG</td><td>CPTED
Public Facilities</td><td>1 - Public facility / infrastructure for other than low-income housing benefit</td><td>1 Facility</td></tr>
<tr><td>Lead-Water Pipe Replacement</td><td>10 - Homeowner housing rehabilitated</td><td>20 Households</td></tr>
<tr><td colspan="6">Goal: Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods.
Strategy: Integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents.
• Crime Prevention Through Environmental Design: Reduce crime by making infrastructure improvements in low-income neighborhoods (parks, adding street lights, etc.) while: creating more attractive and secure environments; stimulating local investment; encouraging residents to use public spaces more freely; and improve quality of life for low-income residents.
• Lead-Pipe Water Line Replacement: Provide affordable loan financing to low-income homeowners to remove lead pipes from the property line to residences to prevent lead poisoning, improve water quality, and promote neighborhood health and public safety.</td></tr>
<tr><td colspan="9">HOME Investment Partnerships Program (HOME) Community Development Block Grant (CDBG) Corporation for National and Community Service (CNCS)</td></tr>
</table>

AP-35 Projects 91.220(d)

Introduction

The City of Billings is recommending the following projects for CDBG and HOME funding for FY2024-2025. Revenues received from CDBG, HOME, and other sources will be allocated to current programs under a close- or shovel-ready basis to ensure commitment and expenditure timeliness. The City will be receiving an estimated $645,000 in new CDBG funds and $350,000 in new HOME funds. CDBG and HOME administration will be funded at the maximum allowable caps (20 and 10 percent, respectively).

CDBG programs will be funded with entitlement and program income funding as follows: Pending…

Fifteen percent of new HOME entitlement funding will be dedicated to Community Housing Development Organizations for affordable housing development ($52,500). All remaining entitlement and program income HOME funding would be allocated to the Affordable Housing Development program ($262,500).

CDBG and HOME funding allocations are subject to the City's standard close- and shovel-ready allocation process, including the addition of repayment revenues to any project/activity identified in the City's Consolidated / Annual Action Plan, as per the City's Citizen Participation Plan. The amounts below represent budget authorizations from past years as well as the Annual Action Plan's program year.

HUD HAS NOT RELEASED CDBG AND HOME ALLOCATIONS TO DATE - PENDING COMMUNITY DEVELOPMENT BOARD RECOMMENDATIONS

FY2025-2026 Allocations

#	Project Name	CDBG				HOME				TOTALS
		EN	Prior EN	Prior PI	Est PI	EN	Prior EN	Prior PI	Est PI	
1 & 2	Administration	129,000	-	-	-	35,000	-			164,000
3	Community Housing Dev Orgs Restricted Set-Aside	-	-	-	-	52,500	-			52,500
	Community Housing Dev Orgs - Released	-	-	-	-	-	106,095			1,545,000
4	Affordable Housing Development: LB Lofts	100,000	45,000	-	-	262,500	821,030	210,375		
	Billings Metro VISTA Project	0	-	-	~25,000	-	-	-	-	~25,000
5	Lead Water Service Line Replacement	200,000	-	-	~25,000	-	-	-	-	~225,000
	Foreclosure Acquisition / Rehabilitation	50,000	-	-	-	-	-	-	-	50,000
6	First Time Home Buyer	116,000	-	-	~25,000	-	-	5,229	100,000	~246,229
7	Crime Prevention through Environmental Design	50,000	-	-	~25,000	-	-	-	-	~75,000
TOTALS		645,000	45,000	0	~100,000	350,000	927,125	215,604	~100,000	2,382,729

Table 56 – Project Info, Allocations including estimated future program income. Program income is not budgeted in the City's system until received

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Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities were established by identifying community needs through the Needs Assessment and Market Analysis. The main obstacle in meeting community needs is the amount of funding allocated and available to address identified needs.

Housing Cost-Burden

- Over 3,000 renting households are paying more than 30% of their income for housing costs, and nearly 3,000 households are paying over 50% of their income for housing costs. Cost burden is particularly challenging for the elderly, followed by small related households.
- Minorities comprise just under 11% of the overall 80% AMI population and nearly all minority cohorts are more likely to have one or more housing problems. Over 1,600 racial / ethnic minority households under 50% AMI are experiencing housing cost burden. Housing cost burden is an impediment to fair housing choice for these cohorts.
- The highest percentage of cost-burdened households is located in the North Park and Southside neighborhoods. Smaller neighborhoods in the West End and Billings Heights are also identified, followed by the southwest corridor neighborhood.
- Cost-burdened households are not able to afford routine home maintenance and improvements. Approximately 200 households have lead water service lines and many are older homes, located in low-income neighborhoods. The cost to replace lines from the city main to residences can be $3,000 to $10,000 per home.

Lack of Housing Availability, Variety, and Quality

- There are 5,175 households on the Public Housing waiting list and 3,075 households on the Section 8 tenant-based waiting list. This indicates a high need for application, deposit, rent, and mortgage assistance. Over 3,800 households are seeking one-bedroom units.
- Housing prices have increased 47% over the past five years. Renters make up 35% of Billings' population, resulting in a homeownership rate of 65%, which is lower than Montana's statewide rate of 71% and the national average of 69%. The First Time Home Buyer program is a high priority for Consolidated Plan survey respondents.
- The 2022 National Community Survey indicated the variety and availability affordable, quality housing is much lower than national benchmarks. Nearly 40% of respondents noted the variety of housing options is "Poor" and 64% indicated the availability of affordable, quality housing is "Poor".
- Approximately 200 lead water service lines replaced and many are located in low-income neighborhoods and are older homes. It is the homeowner's responsibility to make needed repairs; $3,000 to $10,000 per residence. Cost burden is a particularly concerning finding in this Consolidated Plan, therefore, assistance for low-income homeowners to replace these lines is a significant recommendation.
- According to a recent "secret shopper" evaluation of the Billings Coordinated Entry System through the Montana Continuum of Care, housing is the most significant unmet need in Billings (assessment in Appendices).

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Need for Supportive Services

- The 2024 Montana Homeless Population point-in-time count identified 273 individuals, nearly 50% were White, 41% were Native American, and nearly nine percent were listed as "other". The Native American cohort is disproportionately represented in the unhoused population.
- The Office of Epidemiology and Scientific Support states 270 Montana citizens die by suicide each year and in 2017, the suicide rate was two times higher than the national rate (29 deaths per 100,000 people versus 14 deaths per 100,000 people in the United States). Males account for 80% of suicide deaths in Montana. One in ten high school students reported having attempted suicide in the past twelve months. Access to healthcare and mental health care is the number one priority for Consolidated Plan respondents.
- Over 23% of Community Health Needs Assessment survey respondents indicate they have been a victim of domestic violence at least one time in their life. This figure is higher than the nation's 13% data point. Nearly 60% of reported crimes in Billings are related to domestic violence. The Billings Police Department responds to over 600 non-aggravated Partner or Family Member Assaults annually, the highest number of offenses in the state.
- According to a recent "secret shopper" evaluation of the Billings Coordinated Entry System through the Montana Continuum of Care, Help for basic needs appears to be the most available service in Billings, followed by medical / healthcare, mental health support, emergency shelter, and substance use support.

Need for Neighborhood Improvements

- The violent crime rate in Billings is approximately nine incidents per 1,000 residents, which is notably higher than the national median of four per 1,000. This means residents have about a one in 112 chance of becoming a victim of violent crime.
- Property crimes are also prevalent, with a rate of around 36 incidents per 1,000 residents, compared to the national median of 19 per 1,000. This translates to a one in 28 chance of experiencing property crime in Billings.
- The City's Citizen Survey's open-ended questions indicated a strong need for public safety including response to crime and safety services.
- The Billings City Council and Planning and Community Services Department is undertaking updates to neighborhood plans which will identify needed improvements in the City's lower-income neighborhoods. The need for street lighting has been identified as a significant priority in the Consolidated Plan survey.
- There are 200 residences with lead water service lines and many are located in low-income neighborhoods and are older homes. It is the homeowner's responsibility to replace the lines from the property line to the residence and the cost per home is estimated at $3,000 to $10,000 per residence.

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AP-38 Project Summary

#	Project Name	Target Area	Goals / Needs	Funding Subject to Close- and Shovel-Ready Allocations	Target Date	Estimate # / Type Families Benefitting
1 & 2	Administration	City of Billings	Affordable Housing	CDBG $### HOME $###	June 30, 2026	Not Applicable
		Description (Goal): Efficiently manage the implementation of objectives, strategies, and initiatives for HUD-funded programs and projects and ensuring federal regulatory compliance.				
3	Affordable Housing - Rental Construction	City of Billings	Affordable Housing	CDBG FY25-26 EN $### CDBG Estimated FY25-26 PI ~$##	June 30, 2026	32 Total Rental Housing Units Mitchell Court 6 HOME Housing Units Low-Income Households
		Description (Goal): Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations. **Strategy:** Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes. **Planned Activity:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements.				
4	First Time Home Buyer	City of Billings	Affordable Housing	CDBG Estimated FY25-26 PI ~$### HOME CHDO, EN, & PI: $###	June 30, 2026	10 Household Housing Units Low-Income Households Direct Homeownership Assistance
		Description (Goal): Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations. **Strategy:** Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes. **Planned Activity:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods.				
5	Foreclosure - Acquisition / Rehabilitation	City of Billings	Affordable Housing	HOME Prior Year EN $### CDBG & HOME Estimated FY25-26 PI ###	June 30, 2026	1 Low-Income Households Direct Homeownership Acquisition / Rehabilitation
		Description (Goal): Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations. **Strategy:** Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes. **Planned Activity:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.				

#	Project Name	Target Area	Goals / Needs	Funding Subject to Close- and Shovel-Ready Allocations	Target Date	Estimate # / Type Families Benefitting
6	Billings Metro VISTA Project	City of Billings	Poverty Impact	CDBG $###	June 30, 2026	50 Low-Income Persons Assisted
		Description (Goal): Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being. **Strategy:** Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being. **Planned Activity:** Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include: education, healthcare, food security, economic opportunity, housing, financial literacy, and others.				
7	Crime Prevention through Environmental Design	City of Billings	Crime Prevention	CDBG FY25-26 $### CDBG Prior Year EN & PI $### CDBG PI ~$###	June 30, 2026	1 Public Facility Low-Income Area
		Description (Goal): Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods. **Strategy:** Integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents. **Planned Activities:** Reduce crime by making infrastructure improvements in low-income neighborhoods (parks, adding street lights, etc.) while: creating more attractive and secure environments; stimulating local investment; encouraging residents to use public spaces more freely; and improve quality of life for low-income residents.				
8	Lead Water Pipe Replacement	City of Billings	Crime Prevention	CDBG FY25-26 $### CDBG Prior Year EN & PI $### CDBG PI ~$###	June 30, 2026	20 Low-Income Households Housing Rehabilitation
		Description (Goal): Foster suitable living environment and quality of life through the improvement of physical conditions in lower-income neighborhoods. **Strategy:** Integrate environmental design, infrastructure improvements, and public safety measures to revitalize neighborhoods, prevent crime, and enhance quality of life for residents. **Planned Activities:** Provide affordable loan financing to low-income homeowners to remove lead pipes from the property line to residences to prevent lead poisoning, improve water quality, and promote neighborhood health and public safety.				
Community Development Block Grant (CDBG) HOME Investment Partnerships Program (HOME)						

HUD Table 57 - Project Summary

AP-50 Geographic Distribution 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The geographic area served by the Consolidated and Annual Action Plans is defined by the current City of Billings limits. Citation 24 CFR 91.220(f) reads as follows, *"When appropriate, jurisdictions should estimate the percentage of funds they plan to dedicate to target areas."* Estimating the percentage of funds planned for dedication to target areas is not appropriate for the Billings community due to the following reasons:

- Geographic area is defined by the current Billings city limits.
- Citywide strategies encourage the distribution of resources to support affirmatively furthering fair housing and equal opportunity to avoid segregation in Billings.
- Geographic distribution of investments description includes the focus of resources on a citywide basis to support diversity across the community.
- The City of Billings is classified as a smaller city on a national scale.
- The actual dollar amount planned for allocation to each program is included in this Action Plan.

The City will focus distribution of investments on a citywide basis to support diversity and mixed-income development across the community. Neighborhood Revitalization Strategy Areas ***have not been established*** in Billings and there is no specific amount of funding allocated for a target area in the City's geographic distribution of resources. **Therefore, the City plans to dedicate zero percent of funding to target areas in favor of supporting a citywide approach to further fair housing, equal opportunity, and anti-segregation efforts.**

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

HUD Table 58 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The strategies identified in the Consolidated and Annual Action Plans will be addressed on a citywide basis to encourage the distribution of low-income affordable housing and other assistance to lower-income households throughout the community.

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AP-55 Affordable Housing 91.220(g)

Introduction

Planned affordable housing activities for the upcoming year include Foreclosure Acquisition / Rehabilitation, Affordable Housing Development, and First Time Home Buyer. While many of these programs may serve the homeless or special needs households, the programs are not designed to exclusively serve one or more of the following cohorts.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	37
Special-Needs	0
Total	**37**

HUD Table 59 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	6
Rehab of Existing Units	21
Acquisition of Existing Units	10
Total	**37**

HUD Table 60 - One Year Goals for Affordable Housing by Support Type

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AP-60 Public Housing 91.220(h)

Introduction

HomeFront serves extremely low-income, very low-income, and low-income citizens. HomeFront plans to apply for all grants that will assist the organization in adding units to its existing programs and any programs that complement existing services and are able to be implemented. HomeFront will continue to assess and implement modernization funds to upgrade and restore units and complete energy efficient repairs as needed.

Actions planned during the next year to address the needs to public housing

HomeFront may apply for funding to develop affordable housing through the Affordable Housing Development Program. In the past, the City has granted funds to build new units through the HOME and CDBG programs in neighborhoods where Housing Authority property exists. The City has also provided funding for a variety of rehabilitation and new construction projects to neighborhoods that have public housing units in need of upgrading.

The City has helped rehabilitate properties, sold land for new businesses, and granted land to nonprofits to assist with neighborhood revitalization efforts in neighborhoods where Housing Authority complexes have been built. The City has provided funding for parks and play areas for the neighborhoods where Housing Authority families reside. In addition, the businesses that have moved into areas where Housing Authority properties are located have contributed to the economic stability of HomeFront clients. The City's First Time Home Buyer program assists with home ownership down payment assistance and home ownership counseling for clients considering homeownership. The City coordinates with HomeFront for housing needs assessments, assists in funding new projects when appropriate, and assists with applications for supportive services when called upon for assistance.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HomeFront implements the Family Self-Sufficiency program. This program links participants to community agencies to help them become self-sufficient through individual goal setting. Forty-one households have achieved homeownership through this program to date. Resident councils, an Advisory Board and the Family Self-Sufficiency Panel are involved in providing input on program needs and assisting others to become actively involved in the process. Additional information is included in the five-year plan on file at the HomeFront office.

Each year, HomeFront goes through a process to assess physical needs addressed by tenants through their Resident Advisory Board for the Annual Plan process; comments are also solicited via Resident Council functions throughout the year. These comments, Board participation, tenant commissioners, and Public Housing Administration's daily communications with the Housing Authority's client base serve to assist in assessing client needs for physical adjustments, security issues, and needed links with the community. The physical needs requests are implemented along with staff recommendations in the Capital Fund planning process.

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If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. HomeFront is a standard performer as per the Public Housing Assessment System (HAS) and, therefore, a review of troubled status needs is not required.

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AP-65 Homeless and Other Special Needs Activities *91.220(i)*

Introduction

As previously stated in the SP-60 Homelessness Strategy of the Consolidated Plan, the Community Development Division's ongoing activities, to the greatest extent possible:

- Continuing to provide supportive services funding to nonprofit organizations through the HOME-ARP program, specific to qualified populations. Funding allows subrecipients to provide supportive services and financial assistance to low-income households and individuals at risk of homelessness. These services help households regain stability and permanent housing.
- Staff will continue to provide local nonprofit organizations access to AmeriCorps VISTA members through the ***Billings Metro VISTA Project*** resources. VISTA members may be placed at the City to undertake objective citywide initiatives. VISTA members may also be placed at nonprofit Host Site organizations to work on specific anti-poverty initiatives.

The City of Billings does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. At present, Community Development staff do not provide direct services to those experiencing homelessness.

A network of over 50 local service providers in the community strive to meet the diverse needs of those experiencing homelessness, those who are at-risk of homelessness, and people experiencing poverty. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs; and Addressing the emergency shelter and transitional housing needs of homeless persons

The City does not directly receive Continuum of Care, Emergency Shelter Grant, or other federal funds to exclusively support efforts to impact homelessness. City staff does not provide direct services to those experiencing homelessness.

A network of over 50 local service providers in the community strive to meet the diverse needs of those experiencing homelessness, those who are at-risk of homelessness, and people experiencing poverty. The Mental Health Center manages a Projects for Assistance in Transition from Homelessness (PATH) outreach program to engage those living outside or in areas unfit for human habitation. Tumbleweed runs a Street Outreach program to seek out unaccompanied youth to engage them in services. A complete listing of services, including outreach, is included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

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Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

City staff administer and monitor funding for subrecipients of the HOME-ARP program. Three subrecipients have received funding in Billings and details of each subrecipient are listed below:

- **Alternatives, Inc.:** Alternatives, Inc. provides financial assistance for housing including rental application fees, security deposits, utility deposits, utility payments and moving costs. The organization assists with rental arrears up to 24 months and substance abuse treatment. This array of services plays an integral role in empowering individuals to prevent homelessness.
- **District 7 Human Resources Development Council (HRDC):** HRDC District 7 provides financial assistance for housing including rental application fees, security deposits, utility deposits, utility payments, moving costs and rental arrears up to 24 months. Case management through the organization allows for personalized education and support to prevent recurring homelessness. In addition to HOME-ARP funding, HRDC District 7 receives Emergency Shelter Grant funds and manages a rapid rehousing program to help families quickly regain stability into permanent housing.
- **Native American Development Corporation (NADC):** NADC provides supportive services including credit repair services, employment assistance, job training and transportation services. The organization also administers substance abuse treatment and mental health services. Direct case management provides ongoing support for low-income households and those at risk of homelessness.

In addition to organizations supported by the HOME-ARP program, various other organizations provide housing and assistance solutions:

- **Montana Rescue Mission:** Operates a150-bed emergency shelter, 150 bed long-term shelter, 29 affordable housing apartments, mental health clinic, addiction recovery clinic, medical clinic, childcare center, community meals, and chaplaincy/spiritual care. Services are available for men, women, children and families.
- **YWCA's Northern Lights**: Provides housing for survivors of domestic violence. Additional services provided include case management, mental health treatment, budgeting assistance, and the facilitation of access to benefits. The organization also provides transitional housing and permanent supportive housing.
- **Community Crisis Center:** Provides crisis intervention and 23 hour stays as a technique to impact chronic homelessness.
- **Family Promise of Yellowstone County:** Provides emergency shelter to several families at a time in a network of church congregations. The organization also operates a transitional housing program that provides apartments for those who have graduated from the shelter program.

Several local service providers assist homeless families by providing funding for rent, mortgage, utility, and deposit assistance. Additional services for the homeless are included in the MA-30 Homeless Facilities and Services section of this Consolidated Plan.

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Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City does not receive McKinney-Vento Homeless Assistance Act funds and is not required to develop and implement a Discharge Coordination Policy. The Montana Continuum of Care for the Homeless Coalition is the state's lead agency for addressing homeless activities and is a statewide collaboration of diverse homeless service providers, nonprofit organizations, and local and state governments. The coalition was formed to address homelessness with very few resources to cover Montana 's vast geographical area. The system is established upon community and regionally based continuum of care systems, which form the statewide coalition and continuum of care process. The City supports the statewide Continuum of Care in their efforts to maintain a Statewide Discharge Coordination Policy.

The City does not receive Emergency Shelter Grant funds. These funds are distributed statewide by the Montana Department of Public Health and Human Services through ten HRDCs throughout the state. The local District 7 HRDC utilizes these funds to support rapid re-housing activities in conjunction with the local shelters.

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AP-75 Barriers to affordable housing *91.220(j)*

Introduction

Barriers to affordable housing are noted in the MA-40 and SP-55 Barriers to Affordable Housing sections of the Consolidated Plan, which can be found online at BillingsMT.gov/ConPlan.

Additional barriers have been identified in the City's Analysis of Impediments to Fair Housing Choice, including:

- Concentrations of minorities that would not exist in a free market not distorted by discrimination suggest that Billings has a dual housing market; one for non-Hispanics, Whites and Asians and another for all other minorities.
- Discriminatory real estate industry practices such as racial and ethnic steering distort the free market in housing.
- Discrimination against Latinos in issuing government-backed mortgage and refinancing loans continues unabated in Billings as it does throughout the nation.
- The relatively high cost of housing continues to pose a barrier to fair housing choice in Billings.
- A review of Unified Zoning Regulations and review requirements was needed to foster compliance with fair housing law and to promote inclusionary zoning. Project Re:Code was completed in 2021.
- There is a serious shortage of housing affordable to holders of Housing Choice Vouchers in the areas where the proportion of public-school students from low-income neighborhoods is relatively low.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

The City plans on assisting with: housing affordability for renters / owners; cost of development; difficulty in paying for needed repairs; manufactured housing developments; and tax structure by implementing the following programs:

- Affordable Housing Development
- First Time Home Buyer
- Foreclosure Acquisition / Rehabilitation

While City staff does not have the capacity to manage a home repair program, local nonprofit agencies are welcome to apply for CDBG funding to manage a housing rehabilitation loan program through the City's routine allocation process.

Relative to the barriers identified in the City's Analysis of Impediments to Fair Housing Choice, the City plans on the following activities:

- Produce and disseminate consumer education on Fair Housing issues through ongoing publicity campaigns to make people aware they can move anywhere in the area they can afford.
- Work to expand housing choices of existing and potential new residents beyond neighborhoods identified by their own race or ethnicity.

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- Continue to partner with enforcement agencies providing testing of the real estate industry practitioners to identify discriminatory practices in rental and for-sale housing.
- Support the efforts of local housing counseling agencies, especially to Latinos, before they apply for a mortgage.
- Continue to provide brochures containing information apprising potential home buyers of the availability of housing counseling and how to spot / report discriminatory lending practices.
- Continue to work toward the provision of affordable housing through Community Development programs.
- Support the Housing Authority's efforts to expand the geographic range where holders of Housing Choice Vouchers look for housing.

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AP-85 Other Actions 91.220(k)

Introduction

The City's programs have been tailored to meet the community's priority needs. However, there is limited funding coming through the City to meet the needs of local citizens.

Actions planned to address obstacles to meeting underserved needs.

Goal: Ensure that vulnerable populations have reliable access to comprehensive supportive services that enhance stability, self-sufficiency, and overall well-being.

Strategy: Provide resources to nonprofit organizations to address poverty and provide supportive services to low-income individuals and families to provide stable housing, promote self-sufficiency, and promote overall well-being:

Key Initiatives

- **Public Facilities:** Provide financing to develop public facilities to serve as accessible, community-based hubs where individuals and families facing economic, social, or health-related challenges can find help.
- **Billings Metro VISTA Project:** Allocate AmeriCorps resources to nonprofit organizations to undertake poverty impact activities and to support the low-income individuals and families they serve. Federal AmeriCorps Volunteers in Service to America (VISTA) focus areas include: education, healthcare, food security, economic opportunity, housing, financial literacy, and others.
- **HOME-ARP:** Provide grant funding to nonprofit organizations delivering supportive services to: prevent homelessness; unhoused individuals and families; those at-risk of becoming unhoused; and people fleeing domestic violence/trafficking. Federal service categories include case management, housing counseling, rent/utilities/deposit assistance, mental health/healthcare, substance misuse treatment, job training, employment, financial literacy, assistance with benefits enrollment, childcare, and transportation.

Actions planned to foster and maintain affordable housing.

Goal: Create, preserve, and expand decent, affordable housing options for low-income residents citywide. Community Development aims to enhance and broaden housing access, availability, physical quality, economic value, and longevity across the city for Billings' low-income residents including seniors, individuals with disabilities, minority groups, and other special populations.

Strategy: Increase affordable housing opportunities by implementing financing initiatives, including housing development loans to drive construction and rehabilitation, first-time homebuyer loans to support sustainable ownership, and home repair financing to preserve and upgrade existing low-income neighborhood homes.

Key Initiatives

- **Affordable Housing Development:** Promote citywide development of affordable single-family, multi-family, and special needs housing by offering loan financing to private developers and nonprofit organizations for new construction, rehabilitation, and infrastructure improvements.
- **First Time Home Buyer:** Offer accessible loan financing to foster first-time homeownership opportunities that support long-term financial stability, build generational wealth, and stabilize neighborhoods.

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- **Home Repair:** Offer loan financing to agencies that assist low-income homeowners in completing essential repairs - such as major systems upgrades, weatherization, energy/water efficiency, and lead water service line replacements - to enhance and preserve the quality of Billings' affordable housing stock.
- **Foreclosure:** Mitigate the adverse effects of vacant, foreclosed properties by acquiring, rehabilitating, and selling these homes to low-income households - thereby combating urban decay, reducing crime, stabilizing property values, and stimulating the local economy.

Actions planned to reduce lead-based paint hazards.

The City continues to be compliant with HUD's lead-based paint requirements as established in September of 2000. Projects involving structures built prior to 1978 are considered to have the potential for lead-based paint and consistent procedures have been developed to ensure compliance with federal regulations.

The City will continue diligence while undertaking rehabilitation and construction activities to maintain the safety of households participating in federal programs. Participants in the City's housing programs are made aware of the requirements the City must follow. Education on the hazards of exposure to lead is provided for each rehabilitation project. The City currently offers risk assessments, through certified staff, paint inspections, clearance testing, and has access to lead-safe certified contractors to ensure compliance.

Actions planned to reduce the number of poverty-level families.

All Consolidated Plan strategies target the improvement of economic conditions of lower-income households in the community, including housing development, financing home repair, continuing partnerships, and funding public service activities. The City proposes to support the following specific activities in the Consolidated Plan to address economic conditions of low-income households in Billings:

- Continuing to provide supportive services funding to nonprofit organizations through the HOME-ARP program, specific to qualified, eligible populations.
- Continue to work with nonprofit organizations to help address the human service needs of lower-income residents of the community in general and of our lower-income neighborhoods. This would be achieved primarily through supporting capacity building efforts of social service agencies through implementation of the *Billings Metro VISTA Project*.
- If available, continue to apply for the AmeriCorps VISTA project status to bring full-time and summer associate volunteers to work on poverty-impact programs.

AmeriCorps VISTA is a national anti-poverty initiative that places full-year and Summer Associate volunteers with local projects. Full-year VISTA members are recruited locally and nationally, are college graduates, and commit to at least a year of service with a project. Summer Associates are at least 18 years old and commit to ten weeks of service.

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Actions planned to develop institutional structure.

The City of Billings maintains strong partnerships with housing and social service agencies. The only gaps in the institutional structure relate to funding limitations and the City's inability to dedicate time and resources to additional projects outside of the current funding structure.

Actions planned to enhance coordination between public and private housing and social service agencies.

The City will continue coordinating with public, private, and social service agencies to further activities and projects identified herein, including collaborating via the following:

- Nonprofit Organizations
- Neighborhood Task Forces
- Billings Metro VISTA Project
- HOME-ARP Supportive Services

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AP-90 Program Specific Requirements 91.220(l)(1,2,4)

Introduction

The City of Billings has programmed all available revenues in current programs identified herein.

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

The City of Billings has programmed all available revenues in current programs identified herein.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

1.	Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.	$0
2.	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed.	$0
3.	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	$0
4.	The amount of surplus funds from urban renewal settlements.	$0
5.	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
6.	The amount of income from float-funded activities.	$0
	Total Program Income:	**$0**

Other CDBG Requirements

1.	The amount of urgent need activities.	$0
2.	The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specific the years covered that include this Annual Action Plan.	100%
	FY Year Covered 2025	

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HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The above-noted regulation refers to the use of HOME funds for eligible activities. The City of Billings will not utilize HOME funds outside of the following allowable investments:

- Equity investments, interest-bearing loans or advances, non-interest-bearing loans or advances, interest subsidies consistent with the purposes of this part, deferred payment loans, grants, or other forms of assistance that HUD determines to be consistent with the purposes of this part. Each participating jurisdiction has the right to establish the terms of assistance, subject to the requirements of this part.
- Guarantee loans made by lenders and, if required, the participating jurisdiction may establish a loan guarantee account with HOME funds. The HOME funds may be used to guarantee the timely payment of principal and interest or payment of the outstanding principal and interest upon foreclosure of the loan. The amount of the loan guarantee account must be based on a reasonable estimate of the default rate on the guaranteed loans, but under no circumstances may the amount on deposit exceed 20% of the total outstanding principal amount guaranteed; except that the account may include a reasonable minimum balance. While loan funds guaranteed with HOME funds are subject to all HOME requirements, funds which are used to repay the guaranteed loans are not.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Recapture provisions permit the original homebuyer to sell the assisted property to any willing buyer during the period of affordability while the City can recapture all, or a portion of the HOME assistance provided to the original homebuyer. The City utilizes recapture provisions exclusively when assisting homeowners and the provisions are enforced via a Promissory Note (not recorded), the use of a Deed Restriction Agreement and a Montana Trust Indenture that are both recorded at the Yellowstone County Clerk and Recorder's office. These written, legal documents contain language outlining the recapture provisions as established herein. The City does not use subrecipients or other grantees to carry out these activities.

Homebuyer Requirements: For homeownership housing to qualify as affordable housing eligible for HOME funding, it must be single-family; considered modest housing; be acquired by a low-income household for their principal residence; and meet affordability requirements for a single period as determined by the amount of assistance provided. The City utilizes single family mortgage limits set by HUD.

Direct HOME Subsidy: The amount of HOME assistance that enabled the homebuyer to buy the unit. The direct subsidy includes down payment and closing costs provided directly to the homebuyer, which resulted in a reduced purchase price from the fair market value of the home to an affordable price. The entire amount of HOME assistance is subject to recapture.

Net Proceeds: The sales price, less the superior loan repayment and any closing costs. The City will only recapture the net proceeds from a sale. Any loans or improvements made to the property after the time of the HOME assistance will be paid after the City is repaid the amount owed under its

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recapture provisions. If the net proceeds are not sufficient to recapture the full HOME investment, the City will accept the available net proceeds as full payment.

Recapture Model - City Recaptures Entire HOME Assistance Amount: The City allows the assisted homebuyer to retain all appreciation and the City expects to recapture the entire direct HOME subsidy invested in the project. Therefore, the homeowner will retain any value of the appreciation of the property after the City's HOME assistance has been recaptured / repaid. The homeowner's down payment, principal payments, and any capital improvement investment made in the property after the HOME assistance was provided will be returned to the homeowner at closing after the City's HOME assistance is recaptured and repaid from the net proceeds as described above.

Subordination: The City does not subordinate loans in the First Time Homebuyer program and other homeowner-assisted projects without City Administrator approval. Therefore, if an assisted homeowner refinances the property, the City will need to be repaid the full amount of HOME assistance provided.

Use of Recaptured Funds: Recaptured HOME funds will be used to assist other first-time homebuyers to purchase property in Billings or other HOME-eligible activities to be determined through the City's budget allocation process in accordance with the Citizen Participation Plan. Homebuyers must be low-income and must use the assisted property with the recaptured funds as their principal residence. Low-income and first-time homebuyer status will be determined based on HOME program regulations.

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:**

Long Term Affordability: Under the recapture provision, there is no requirement that the original HOME-assisted homebuyer sell the unit to another low-income homebuyer.

Affordability Periods: For City-assisted homebuyer units under the recapture provision, the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. Recapture provisions for the First Time Home Buyer program are either five or ten years for each assisted property beginning after the transfer of the property to the property owner as evidenced by the Deed Restriction Agreement, Montana Trust Indenture and Promissory Note.

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City of Billings does not propose the use of HOME funds to refinance existing debt secured by multi-family housing that is being rehabilitated with HOME funds.

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Section VII: Appendices

A. Data, News Articles, Agencies, and City of Billings Sources Used in the Plan, by Type

Data Sources:

- 2016-2020, American Community Survey, Billings, Montana
- 2019-2023, United States Census Bureau, Billings, Montana
- 2024, Statistical Atlas, Billings, Montana
- 2022, Point2Homes, *Billings, Montana Demographics*
- 2025, Federal Reserve Bank of St. Louis, Billings, Montana
- 2022, The National Community Survey, Billings, Montana
- 2023, Community Health Needs Assessment, Yellowstone County, Montana
- 2025, Realtor.com, Billings, Montana
- 2024, MT Continuum of Care Coalition, Homeless Population Point-in-Time Count
- 2020, Homelessness and Housing Supports in Yellowstone County
- 2024, U.S. Department of Veterans Affairs, *Montana VA Exceeds Goal To Support Veterans Experiencing Homelessness*
- 2025, Montana Department of Health and Human Services, Epidemiology and Scientific Support Bureau
- 2025, Montana Department of Health and Human Services, *7 FACTS ABOUT HIV, the virus that causes AIDS*
- 2025, U.S. Department of Agriculture, Food Access Research Atlas
- 2025, Healthy by Design, Riverstone Health
- 2023, National Human Trafficking Hotline, Montana
- 2020, Montana Department of Justice, *The Landscape in Montana: Missing Indigenous Persons*
- 2025, Montana Department of Commerce, *Housing Tax Credits*
- 2024, Counselors of Real Estate, *Accelerating Production of Attainable Housing*
- 2022, Big Sky Business Journal, *Billings Needs to Build 2000 Homes a Year*
- 2025, Best Places, Billings, Montana
- 2025, Zillow Home Values Index, Billings, Montana
- 2025, Montana Department of Commerce, *Fair Market Rent Reevaluation*
- 2024, Point2Homes, *Billings, Montana Rental Market Trends*
- 2025, Montana Rescue Mission, *Unified Campus Project*
- 2025, Montana Department of Labor & Industry, Montana Works
- 2025, Senior Housing Net, Billings, Montana
- 2025, U.S. Bureau of Labor Statistics, Montana
- 2023, Department of Numbers, *Billings, Montana Job Growth*
- 2019, Stacker, *Highest-earning cities in Montana*
- 2023, Data USA, Billings, Montana
- 2020, State of the Workforce
- 2023, Annual Comprehensive Economic Development Strategy and Progress Report
- 2025, Big Sky Economic Development, BillingsWorks
- 2023, Montana Historical Society, *The Southside of Billings, 1882-1940*
- 2025, BroadbandNow, *Internet Providers in Billings, Montana*
- 2025, ISP Reports, *Business Internet in Billings, Montana*

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- 2020, Montana Climate Solutions Council, *Montana Climate Solutions Plan*
- 2019, Multi-Hazard Mitigation Plan, *Yellowstone County, Montana*
- 2023, Disaster & Emergency Services Strategic Plan, Yellowstone County, Montana
- 2025, FEMA National Risk Index
- 2006, Community Wildfire Protection Plan, Yellowstone County, Montana

News Articles:

- 2024, Q2 News Billings, *Affordable housing waitlist hits 30-year high at Homefront in Billings*
- 2024, Q2 News Billings, *The 'Clothesline Project' raises awareness of domestic violence in Billings*
- 2023, Q2 News Billings, *Domestic violence support in Billings*
- 2021, The Wall Street Journal, *Montana Boomtown Jumps to No. 1 on WSJ/Realtor.com Housing Market Index*
- 2023, Daily Inter Lake, *The truth about your home's property tax increase*
- 2024, Q2 News Billings, *Billings schools establishing Family Resource Center to better serve growing homeless population*
- 2024, NonStop Local, *New data shows instance of homeless veterans dropping in Montana*
- 2024, Billings Gazette, *Still fighting HIV/AIDS in Montana*
- 2023, Q2 News Billings, *FBI and Billings area law enforcement battle human trafficking*
- 2024, NonStop Local, *North Park grand reopening will bring enhanced safety for residents*
- 2024, Billings Gazette, *Billings attainable housing report promotes small homes, density*
- 2024, Billings Gazette, *Montana Rescue Mission shows off its new shelter in downtown Billings*

Agency Links:

- 2025, YWCA Billings
- 2025, Domestic Shelters
- 2025, Yellowstone Human Trafficking Task Force
- 2025, HER Campaign
- 2025, Urban Indian Health Institute
- 2025, National Ashanti Alert Network
- 2025, Community Crisis Center
- 2025, HRDC District 7
- 2025, Montana Rescue Mission
- 2025, Off the Streets
- 2025, Tumbleweed
- 2025, Volunteers of America – Northern Rockies
- 2025, South Central Montana Regional Mental Health Center
- 2025, Rimrock
- 2025, Dress for Success Billings
- 2025, Billings Family Service
- 2025, Montana 211
- 2025, Project Re:Code

City of Billings Links:

- 2025, Capital Improvement Plan (CIP), City of Billings
- 2023, Billings Police Department Annual Report, City of Billings
- 2025, Housing Authority of Billings – Community Gardens Project, City of Billings
- 2025, Magic City Community Gardens Facebook

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- 2025, Amend Park Community Garden, City of Billings – Parks and Recreation
- 2025, Parkland Gleaning Project, City of Billings – Parks and Recreation
- 2025, Community & Neighborhood Plans, City of Billings
- 2023, HOME-ARP Allocation Plan, City of Billings
- 2025, City Owned Properties, City of Billings
- 2025, Poverty Impact Initiatives, City of Billings
- 2025, Billings Metro VISTA Project, City of Billings

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B. Data Sources in Order of Appearance

- 2016-2020, American Community Survey, Billings, Montana
- 2019-2023, United States Census Bureau, Billings, Montana
- 2024, Statistical Atlas, Billings, Montana
- 2024, Q2 News Billings, *Affordable housing waitlist hits 30-year high at Homefront in Billings*
- 2022, Point2Homes, *Billings, Montana Demographics*
- 2024, Q2 News Billings, *The 'Clothesline Project' raises awareness of domestic violence in Billings*
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- 2025, Volunteers of America – Northern Rockies
- 2025, South Central Montana Regional Mental Health Center
- 2025, Rimrock
- 2025, Dress for Success Billings
- 2025, Billings Family Service
- 2025, Montana Department of Labor & Industry, Montana Works
- 2025, Montana 211
- 2025, Senior Housing Net, Billings, Montana
- 2025, Project Re:Code
- 2025, U.S. Bureau of Labor Statistics, Montana
- 2023, Department of Numbers, *Billings, Montana Job Growth*
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- 2024, Billings Gazette, *Billings attainable housing report promotes small homes, density*
- 2025, Poverty Impact Initiatives, City of Billings
- 2025, Billings Metro VISTA Project, City of Billings
- 2024, Billings Gazette, *Montana Rescue Mission shows off its new shelter in downtown Billings*

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C. CDBG Application for Federal Assistance (SF-424)

D. HOME Application for Federal Assistance (SF-424)

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E. Local Government Certifications

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F. Citizen Participation Plan

Citizen participation is the foundation of housing and community development programs. The Citizen Participation Plan for the City of Billings is designed to ensure citizen involvement in the planning and reporting on the City's programs covered under the HUD Consolidated Plan requirements. The purpose of the Citizen Participation Plan is to ensure that citizens, nonprofit organizations, and other interested parties are afforded adequate opportunity to review and comment on plans, programs, activities and reports regarding the City's federally funded housing and community development programs. Citizen participation pertains to the following documents herein referred to as "plans and reports":

- Consolidated Plan
- Annual Action Plans
- Citizen Participation Plan
- Limited English Proficiency Plan
- Comprehensive Annual Performance and Evaluation Reports
- Analysis of Impediments to Fair Housing Choice

Citizen Participation Plan Objectives

The primary objectives of the City's participation plan are to:

- Encourage citizen participation in the development of the City's plans and reports with emphasis on participation from individuals and households identified as:
    - Low / moderate income
    - Residents of blighted areas
    - Minorities and all protected class members
    - Those with limited English proficiency
    - Elderly
    - Disabled
    - Those with HIV / AIDS diagnoses
    - Homeless
    - Families with children
    - Those residing in areas where funding will be utilized
- Provide citizens with reasonable and timely access to meetings, information and records relating to the City's plan for utilizing funding in addition to allowing reasonable opportunity to comment on the above-noted plans and reports. All records regarding these activities are maintained according to the City Record Retention Schedule and as required by federal regulations.
- Consult with the local Public Housing Authority (HomeFront, formerly known as the Housing Authority of Billings) on the development and implementation of the above noted plans and reports, which includes input from residents of public and assisted housing.
- The City's Planning and Community Services Department will also continue to support the activities for the Adjacent Neighborhood Committee, which is comprised of Task Force Officers who meet bi-monthly to collaborate and exchange information regarding the lower-income neighborhood task force areas. The Community Development Division staff attends meetings of lower-income task force neighborhoods when requested for specific presentations. The lower-

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income neighborhoods are comprised of higher concentrations of ethnic and racial minority populations.

- Facilitate public hearings to obtain citizen views and to respond to proposals and questions at all stages in developing and implementing activities as outlined in the City's plans and reports. All hearings and meetings shall be provided in areas where accommodations for the disabled can be provided.
- Consult with public and private agencies and organizations during the development of the City's plans and reports:
    - Assisted housing
    - Health and social services
    - Regional and local government agencies
    - Public Housing Authority
    - Fair Housing education and enforcement agencies
    - Continuum of Care organizations
    - Businesses
    - Housing developers
    - Nonprofit organizations
    - Philanthropic agencies
    - Faith-based communities

HUD Data

The City of Billings will share any HUD-provided data and other supplemental information relative to the City's plans and reports. HUD-provided data is also currently provided on the City's website at www.BillingsMT.gov/HUDdata.

Public Decision-Making Processes

The *Community Development Board* is a citizen's advisory board consisting of nine members who are appointed by the Mayor of Billings with the consent of the City Council. Six members are appointed from, and represent, lower-income neighborhoods of the City as defined by federal regulations for the Community Development Block Grant (CDBG) program and three members represent the community at large. Staff is available to provide technical assistance to the Board in all aspects of planning and reporting processes.

This board serves in an advisory capacity to the City Council for the purpose of providing citizen input on policy decisions to the City Council. The primary responsibilities of the board are to review existing and proposed City policies and to review the Community Development Division's activities to ensure policies are being implemented and carried out. As six of the nine Board positions are held by low income area representatives, board composition meets basic federal requirements for low income citizen input and engagement.

The Community Development Board makes recommendations to the City Council relative to all plans and reports. In addition, the Community Development Board reviews applications submitted for CDBG and HOME funding in order to make funding recommendations to the City Council for approval.

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The *Billings City Council* is the final citizen policy body that reviews and takes action on plans and reports. The Community Development Board presents recommendations to the City Council during a scheduled work session preceding the public hearing in April in order to deliver information on decisions made regarding recommendations. After receipt and consideration of public comments, the City Council approves reports / plans and proposed funding allocations.

Public notices announcing Community Development Board and City Council meetings are published in a widely-circulated newspaper prior to the meeting date. These notices are designed to provide reasonable and timely access to local meetings consistent with accessibility and reasonable accommodation requirements.

Plans and reports on the City's housing and community development activities are made available for review by citizens, public agencies, and other interested parties. These documents are available at the Community Development Division and posted on its website at www.BillingsMT.gov.

Public Access and Engagement

The City of Billings takes the following actions to ensure public access to drafted / proposed plans and reports are published and accessible to ensure the public has reasonable opportunities to examine content and to submit comments. City staff will strive to explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, where practical.

Public Comment Periods: The City will publish and accept public comment on drafted Consolidated Plans, Annual Action Plans, Citizen Participation Plans, Limited English Proficiency Plans, and the Analysis of Impediments to Fair Housing Choice for a period of at least 30 days. The same timeline applies to substantial amendments to the aforementioned documents.

The City will publish and accept public comment on drafted Comprehensive Annual Performance Evaluation Reports (CAPER) for a period of at least 15 days. The same timeline applies to amendments to the CAPER.

The City may request public comment for one or more activities, plans, and / or reports during the same public comment period for efficiency. Staff will consider citizen comments and views made prior to document finalization and comment summaries will also be included or attached to the document.

The City will strive to provide written responses to all written complaints and grievances related to the City's housing and community development programs within 15 working days of receipt of the complaint or grievance where practical. Grievances at the City Council level will require significantly more time.

In the event of a pandemic or other infectious disease, the City may alter public participation to include social distancing, virtual attendance, and other forms of virtual participation in lieu of or in addition to efforts described herein. The City may also implement shorter public comment periods as allowed by HUD. As per federal regulation, the City of Billings may publish its application for CDBG-CV funds for no less than five calendar days to solicit public comments.

Published Notices: City staff will issue notices via widely-circulated print press in advance of public comment periods. Notices will include the purpose of the document, a summary of the document contents, and instructions on how to access documents in their entirety. Statements are included in notices of public hearings and service brochures indicating that office, meeting, and public hearing

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locations are accessible to persons with disabilities and they include the Montana Relay phone number 711.

Plan Online Access: City staff will post drafted / proposed reports and plans online for free download at www.BillingsMT.gov/CDreports.

Plan Hard Copy Access: City staff will make available free hard copies of drafted / proposed documents to the public including residents, groups, and organizations upon request at the City's Community Development office. City staff will provide reasonable and timely access to information and records relating to all plans and reports, including the use of assistance under the programs managed by the Community Development Division. Those requesting records can complete a Public Records Request and submit it to the City's Legal Department.

Public Hearings: The City will hold at least two public hearings during City Council meetings each year to obtain residents' views and to respond to proposals and questions. Council meetings promote community access and participation and the meetings are aired live on social media and the local community television access station website and local free channels. Citizens may also access recordings of the meetings on social media and Channel 7's website.

The hearings will be held at two different stages of the program year and together they will address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

- **September:** One public hearing will be held each September, before publishing the proposed Consolidated and / or Annual Action Plan. The purpose of this hearing is to obtain public comment on:
    - CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year; and
    - Current community needs to assist the Community Development Board in designing the application process for the upcoming program year, before the publication of the drafted Consolidated and / or Annual Action Plan.
- **April:** One public hearing will be held during the development of the Consolidated and / or Annual Action Plan. This hearing is typically held on the last day of the public comment period and prior to staff's adjustments to Consolidated and / or Annual Action Plans and subsequent submission to HUD.
    - In the event HUD releases allocation amounts later than the public comment period, the Consolidated / Annual Action Plans will include descriptions of activities with specific recommended dollar amounts and one activity each for CDBG and HOME that will be allocated the remaining funding amounts. This will ensure only one activity for each program will be allocated variable funding amounts.
    - The City Council maintains authority to change the allocation amounts recommended by the Community Development Boards during the April public hearing meeting.

The City may facilitate one public hearing to accept public comment on one or more plans / reports for efficiency. Staff will consider public hearing comments made prior to document finalization and comment summaries will also be included or attached to the document.

All public hearings are accessible to disabled individuals, publicized as required by State law and allow for accommodation of individuals with hearing, visual, or mobility impairments.

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City staff makes every effort to encourage public participation in the City Council public hearings and meetings:

- **Agenda Packet:** Available for viewing on the City's website www.BillingsMT.gov/councilagendas.
- **Viewing the Meeting:** The Public may view the meeting on the Community 7 TV - Channel 7 or Channel 507 – Spectrum Cable. The Public may also view online at www.comm7tv.com and click the *Watch Live* icon. Community 7 also has links to their Facebook page and YouTube channel in which to view the meeting. Meeting recordings are also available after the meeting for viewing online via the Community 7 TV website, Facebook page, or YouTube channel.
- **Public Participation:** Verbal comments are taken only during the Public Comment periods as indicated on the agenda and during the Public Hearings under the regular agenda. Written communication can be submitted any time prior to or during the public comment period.
    - **In-Person:** The public may attend City Council meetings in person in the Council's Chambers, City Hall, 210 North 27th Street, Billings, Montana.
    - **Email:** Emails can be sent to the City Council before 3:00 pm on the date of the Public Hearing at council@BillingsMT.gov.
    - **Viewing Council Emails:** All emails sent to the City Council can be viewed online at www.BillingsMT.gov/councilemails. Emails received after 3:00 pm and prior to 5:00 pm, may be read during the meeting.

Access for the Disabled and Limited English Proficiency: The City will provide accommodations for individuals with disabilities in public meetings, public hearings and in written documentation regarding programs and services available from the Division. Community Development offices and City Hall are accessible to those with disabilities. Statements are included in notices of public hearings and service brochures indicating that office and hearing locations are accessible to persons with disabilities. Accommodations can be made for other disabilities as well.

Special arrangements for participation by individuals with hearing, speech, or vision impairment may be made upon request with three business days advanced notice. Non-English speaking persons wishing to participate will also be accommodated through translation and / or interpretation in accordance with the City's Language Assistance Plan.

Criteria for amending the Consolidated Plan

24 CFR part 91.105(c) of the Final Rule requires grantees of CDBG and HOME programs make public the criteria the City will use for determining what changes in planned or actual activities constitute a substantial amendment to the five-year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice.

Substantial changes to the Consolidated Plan are defined as *the creation of any new program, project, or activity to be funded or carried out under the City's CDBG and / or HOME programs*. All substantial changes to the Consolidated Plan must meet demonstrated need substantiated by HUD-approved data sources. Minor amendments include the *expansion of an existing program, project, or activity funded or carried out under the City's CDBG and / or HOME programs*. Minor changes must also meet demonstrated need by HUD-approved data sources.

Prior to the submission of any substantial change in the proposed use of federal housing and community development funds or to the Analysis of Impediments to Fair Housing Choice, the City will hold a public

hearing to allow citizens reasonable notice of, and opportunity to comment on, proposed amendments. Public comment periods will not be less than thirty (30) days unless otherwise allowed by HUD.

Routine revenues including program income, recaptured / repaid funds, and re-programmed monies will be utilized for existing and previously approved programs as it is received during each fiscal year. Routine revenues are allocated on a close- and shovel-ready basis to ensure timely commitment and expenditure. These changes are customary and facilitate funding allocations to projects and activities most in demand and do not require a substantial or minor amendment to the Consolidated Plan.

City staff cannot predict annual HUD entitlement allocation amounts or repayment revenues for CDBG or HOME. Therefore, five-year Consolidated Plan numerical goals are established as estimates that may fluctuate during the five-year period based on funding received and demand for the City's programs. These changes are customary and do not require a substantial or minor amendment to the Consolidated Plan.

Technical Assistance

The Community Development Division provides technical assistance, as requested and as staff time allows, to lower income groups to develop proposals for the Division's housing and community development activities in the City limits. Technical assistance is offered any time proposals for the use of funding are requested, and is offered routinely in December and January - prior to application deadlines for CDBG / HOME funding allocations.

Nondiscrimination, Accommodations & Grievances

The Community Development Division receives federal funding to support housing acquisition, repair, development and poverty impact programs and is required to adhere to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Fair Housing Act, the Montana Human Rights Act, and other equal opportunity regulations. These regulations are designed to protect individuals with disabilities with equal access to employment opportunities and the services, programs and activities the City offers.

It is essential that all individuals have equal access to the Community Development Division's communication, open meetings, programs and services including: First Time Home Buyer; Home Repair; Housing Development; and the Billings Metro VISTA Project.

- **Federally Protected Classes:** Disability, including people with HIV / AIDS and people in recovery from alcohol / drugs; Race / Color; Religion; Sex, includes protection against sexual harassment; Familial Status, includes the presence of children under the age of 18 and / or pregnancy; and National Origin.
- **HUD Protected Classes:** Sexual Orientation; Gender Identity; and Marital Status.
- **Montana's Protected Classes:** Marital Status; Creed; and Age.

Accommodations: Auxiliary aids and services are available to facilitate effective communication to individuals with disabilities to ensure equal participation. Such aids and services are free to the public and may include sign-language interpreters, large print formats, and other aids to make information and communications accessible to individuals with speech, hearing or vision impairments.

Public Notices: The City of Billings - Community Development Division encourages all members of the community to participate. Special arrangements for participation by individuals with hearing, speech, vision impairment or physical disabilities can be made upon request. Non-English speaking persons

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wishing to participate will also be accommodated through translation and / or interpretation in accordance the City's Language Assistance Plan. Fair Housing Equal Opportunity.

Grievance Procedure: If a citizen feels they have been denied equal access to Community Development programs, services or activities, they may file a written complaint including their contact information and a description of the alleged act(s) of discrimination, including the date and place of the act(s). The written complaint may be submitted to any Community Development employee or specifically directed to the Community Development Manager by phone at 406.657.8286 (Montana Relay 711), email beckettb@billingsmt.gov, in person (appointment recommended) or U.S. Postal Service at 2825 3rd Avenue North, 6th Floor, Billings, MT 59101. City staff will provide a timely, substantive written response to written citizen complaints as soon as practicable. Complaints may also be filed in writing with the Denver HUD FHEO Office at 1670 Broadway, Denver, CO 80202 or by calling 303.672.5155.

Program Eligibility: If a citizen disagrees with a staff decision relative to program eligibility unrelated to discrimination, they may submit a written appeal to the Community Development Division. The letter must be received at least two weeks prior to the Community Development Board meeting when the appeal would be reviewed. If the Community Development Board upholds the staff decision, the citizen has the option to have the appeal reviewed during a future City Council meeting. Please note, it can take several months to prepare an appeal for City Council review and determination.

ADA / 504 Coordinator: The City of Billings ADA Coordinator is responsible for the City's overall Grievance Procedure and is also available to ensure compliance with the physical and general program accessibility requirements of the ADA for other City Departments and Divisions. Please call 406.237.6294 (Montana Relay 711) with any questions.

Fair Housing Complaints: Please see the City's fair housing webpages for information on how to file a fair housing compliant.

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G. HUD Table 2, Continuation: Participating Agencies, Groups, and Organizations

#	Agency/Group/Organization*	Type(s)	Consolidated Plan Section(s)	How Consulted / Outcomes
	Adjacent Neighborhood Task Force	Civic Leaders; low-income Area Representatives; Neighborhood Organization	All	Email / phone / web retrieval; data exchange for the development of relevant sections
	Adult Resource Alliance	Services - Elderly Persons	Housing Need Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
	Big Sky Economic Development	County Government	Economic Development; Anti-Poverty Strategy	
	Big Sky Senior Services	Services - Elderly Persons	Housing Need Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
	Billings City Council	Local Government; Civic / Business Leaders	All	
	Billings Job Service	Services - Employment	Economic Development; Anti-Poverty Strategy	
	Billings Police Department	Local Government; Services - Domestic Violence, Homeless	Housing Need Assessment; Anti-Poverty Strategy	
	Billings Public Schools	Services - Homeless, Education	Homeless Needs - Families with Children; Anti-Poverty Strategy	
	Billings Public Works Department	Local Government	Non-Housing Community Development Needs	
	City of Billings - Community Development Board	Civic / Business Leaders, Low-income Area Representatives; Neighborhood Leaders	All	
	City of Billings - Domestic Violence Unit	Local Government; Services - Domestic Violence	Housing Need Assessment; Anti-Poverty Strategy	
	City of Billings - Planning Division	Local Government; Planning Organization	Housing Needs Assessment; Market Analysis; Economic Development; Anti-Poverty Strategy; Broadband Access; Resiliency	
	Downtown Billings Alliance	Business and Civic Leaders	Homeless Needs - Chronically Homeless; Economic Development; Anti-Poverty Strategy	
	Living Independently for Today and Tomorrow	Housing; Services - Persons with Disabilities	Housing Needs Assessment; Market Analysis; Non-Homeless Special Needs	
	Montana Department of Commerce	State; Housing	Housing Need Assessment; Market Analysis; Anti-Poverty Strategy	

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#	Agency/Group/Organization*	Type(s)	Consolidated Plan Section(s)	How Consulted / Outcomes
	Montana Epidemiology, Addictive / Mental Disorders	Health Agency; Services - Health, Persons with HIV/AIDS, Disabilities, Homeless; State Government	Housing Need Assessment; Non-Homeless Special Needs	Email / phone / web retrieval; data exchange for the development of relevant sections
	Montana Fair Housing	Services - Fair Housing	Housing Needs Assessment; Non-Homeless Special Needs; Anti-Poverty Strategy	
	Rimrock	Housing; Services - Persons with Disabilities	Housing Need Assessment; Homeless Needs - Chronically Homeless; Anti-Poverty Strategy	
	Yellowstone County Emergency Services	County Government	Resiliency	
	The Alliance	Health Agency	Non-Homeless Special Needs; Anti-Poverty Strategy	

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Email Listserv

The following organizations are included in an email listserv and all were contacted to: apply for CDBG, HOME, and AmeriCorps VISTA resources; participate in the Consolidated Plan survey to garner public input on community needs and how federal funding should be spent in Billings, and to publicly comment on the drafted Consolidated Plan during the 30-day draft review period.

- Adult Resource Alliance
- Ag Workers Health and Services
- Alliance Yellowstone County
- Alternatives, Inc.
- Angela's Piazza
- Big Sky Economic Development
- Big Sky Senior Services
- Billings Food Bank
- Billings Job Service
- Billings Public Schools
- Billings Urban Indian Health and Wellness Clinic
- Billings Veteran's Administration Health Care Center
- Bureau of Indian Affairs - Rocky Mountain Region
- Carbon County Commissioners
- City of Billings - Public Works
- Community Crisis Center
- Community Development Board
- Community Leadership Development, Inc.
- Dental Lifeline Network Montana
- Director of Adult Education, Billings Schools
- Downtown Billings
- Downtown Billings Alliance, Resource Outreach Coordinator
- Dress for Success
- Easter Seals Goodwill
- Education Foundation
- Emergency Services, YWCA
- Family Promise of Yellowstone Valley
- Family Service, Inc.
- Federal Express
- First Church
- Food Stamps (SNAP), Office of Public Assistance
- Habitat for Humanity
- Healthy by Design
- HomeFront, local public housing authority
- Homeword
- HopeLink Transition-in-Placement

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- Human Resource Development Council - District 7
- Jefferson Bus Lines
- Job Connection, Inc
- Job Corps
- Job Service Billings
- Living Independently for Today and Tomorrow
- MDOC
- Mental Health Center
- MET Transit
- Montana Community Services, Inc
- Montana Fair Housing
- Montana Healthcare Association
- Montana Legal Services Association
- Montana Rescue Mission
- Montana State University Billings
- Montana United Indian Association
- Montana Veterans Affairs Division-Billings
- Montana Warm Line
- Montana Youth Challenge Academy
- MONTANA Legal Services
- MONTANA Migrant Council
- MONTANA Native American Center
- MT.gov, Blind and Low Vision Services, Job Service
- National Alliance for the Mentally Ill - Billings
- Native American Development Corporation
- NeighborWorks Montana
- Northern News Network
- Office of Public Assistance - Yellowstone County
- Peoples Community Outreach
- People's Outreach
- Residential Support Services, INC.
- Rimrock Foundation
- RiverStone Health
- Rocky Mountain Tribal Leaders Council
- Rod Ostermiller, South Central Mental Health Center
- Rural Employment Opportunities - Billings Office
- Saint Vincent de Paul
- Salvation Army
- Social Security Administration
- St. Vincent Healthcare
- State of Montana - Adult Protective Services

DRAFT

- State of Montana - Dept of Health Human Services
- State of Montana - Mental Health First Aid
- State of Montana - MONTANA Federation of Public Employees, Job Service
- State of Montana - Operations Bureau
- State of Montana - Public Assistance Manager
- State of Montana - Vocational Rehab
- STEP Inc.
- Sweet Grass County Commissioners
- Temporary Assistance for Needy Families (TANF), Human Community Services Division
- Tumbleweed
- United Way of Yellowstone County
- University of Montana, Missoula
- University of Wyoming
- US Department of Veteran Affairs
- USDA-FNS via DPHHS
- Veteran's Meat Locker
- Veteran's Nav
- Veterans Upward Bound
- Volunteers of America
- Walla Walla University - Billings Campus
- Walla Walla University - Billings Mental Health Clinic
- Yellowstone Boys & Girls Ranch
- Yellowstone County Alliance
- Yellowstone County Continuum of Care
- YWCA Billings
- Yellowstone Youth Services Center

DRAFT

Affidavit of Publication

STATE OF MONTANA

County of Yellowstone

Jonathan McNiven

Being duly sworn, deposes and says:

That he is the Legal Advertising Clerk of Yellowstone County News, a newspaper of general circulation published weekly in the town of Huntley, in the County of Yellowstone, State of Montana, and that the (6) Folio Legal, **Public Notice,** a true copy of which is hereto **Included**, was published in said newspaper on the following dates:

September 20, 2024; September 27, 2024;

making in all **(2)** publication(s).

Jonathan McNiven

STATE OF MONTANA

County of Yellowstone

On this 27th day of September 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jonathan McNiven, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal that day and year first above written.

Tana McNiven

Tana McNiven

NOTARY PUBLIC for the State of Montana, residing

at Huntley, MT.

My commission expires: August 23, 2028

TANA MCNIVEN NOTARY PUBLIC for the State of Montana Residing at Huntley, Montana My Commission Expires August 23, 2028

SEAL

PUBLIC NOTICE
CITY OF BILLINGS
FY2023-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
AND
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)
COMPREHENSIVE ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

The City of Billings will hold a public hearing on Monday, September 23, 2024, at 5:30 pm to obtain public comment on:

- CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year; and
- Current community needs to assist the Community Development Board in:
  - Designing the application process for the upcoming program year, before the publication of the drafted Annual Action Plan; and

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

Copies of the City's drafted FY2023-2024 CDBG and HOME CAPER are available beginning September 6, 2024, online at www.BillingsMT.gov/CDreports. The City must facilitate a minimum 15-day public comment period for the CAPER. The City of Billings exceeds this requirement by facilitating a public comment period beginning September 7 through September 27, 2024.

PUBLIC PARTICIPATION

The City of Billings encourages all members of the community to participate in the Consolidated Planning process. The public hearing is accessible to individuals with physical disabilities. Special arrangements for participation in the public hearings by individuals with hearing, speech, or vision impairment may be made upon request at least three days prior to the hearing. Non-English speaking persons wishing to participate will also be accommodated through translation and / or interpretation in accordance with the City's Language Assistance Plan. The public is encouraged to participate:

- **Agenda Packet:** Available for viewing on the City's website www.BillingsMT.gov/councilagendas.
- **Viewing the Meeting:** The Public may view the meeting on the Community 7 TV - Channel 7 or Channel 507 – Spectrum Cable. The Public may also view online at www.comm7tv.com and click the Watch Live icon. Community 7 also has links to their Facebook page and YouTube channel in which to view the meeting. Meeting recordings are also available after the meeting for viewing online via the Community 7 TV website, Facebook page, or YouTube channel.
- **Comments:** Verbal comments are taken only during the Public Comment periods as indicated on the agenda and during the Public Hearings under the regular agenda. Written communication can be submitted any time prior to or during the public comment period.
  - **In-Person:** The public may attend the meeting in person in the Council's Chambers, City Hall, 210 North 27th Street, Billings, Montana.
  - **Email:** Emails can be sent to the City Council before 3:00 pm on the date of the Public Hearing at council@BillingsMT.gov.
  - **Viewing Council Emails:** All emails sent to the City Council can be viewed online at www.BillingsMT.gov/councilemails. Emails received after 3:00 pm and prior to 5:00 pm, may be read during the meeting.

Published on September 20 and 27, 2024.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

9/20, 9/27 2024
MNAXLP

Affidavit of Publication

STATE OF MONTANA

County of Yellowstone

Jonathan McNiven

Being duly sworn, deposes and says:

That he is the Legal Advertising Clerk of Yellowstone County News, a newspaper of general circulation published weekly in the town of Huntley, in the County of Yellowstone, State of Montana, and that the (4) Folio Legal, **Notice of Public Hearing,** a true copy of which is hereto **Included**, was published in said newspaper on the following dates:

January 17, 2025; January 24, 2025; January 31, 2025;

making in all **(3)** publication(s).

Jonathan McNiven

STATE OF MONTANA

County of Yellowstone

On this 30th day of January 2025, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jonathan McNiven, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal that day and year first above written.

Tana McNiven

Tana McNiven

NOTARY PUBLIC for the State of Montana, residing

at Huntley, MT.

My commission expires: August 23, 2028

TANA MCNIVEN NOTARIAL SEAL STATE OF MONTANA

TANA MCNIVEN
NOTARY PUBLIC for the
State of Montana
Residing at Huntley, Montana
My Commission Expires
August 23, 2028

NOTICE OF PUBLIC HEARING
CITY OF BILLINGS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP PROGRAMS (HOME) CONSOLIDATED PLAN AND ANNUAL ACTION PLAN

The City of Billings will hold a PUBLIC HEARING on its FY2025-2029 Consolidated Plan and applications for the FY2025-2026 Annual Action Plan on Tuesday, February 4, 2025 at 3:00 pm during the Community Development Board meeting located at City Hall, 316 North 26th Street in Billings, Montana.

The purpose of the public hearing is to obtain public comments on local housing and community development needs, the consolidated plan, and applications submitted to fund proposed projects and activities the FY2025-2026 Annual Action Plan. Information is available at www.BillingsMT.gov/ConPlan.

CONSOLIDATED PLAN AND ANNUAL ACTION PLAN

The 2025-2029 Consolidated Plan covers priorities, projects, and activities undertaken with CDBG and HOME funding from July 1, 2025 through June 30, 2030. The FY2025-2026 Annual Action Plan covers projects to be undertaken from July 1, 2025 to June 30, 2026. The City of Billings anticipates allocating approximately $600,000 in new CDBG and $300,000 in new HOME funding each fiscal year in addition to anticipated CDBG and HOME program income of $50,000 to $300,000+ per year.

The City of Billings encourages all members of the community to participate in the Consolidated Planning process. The public hearing is accessible to individuals with physical disabilities. Special arrangements for participation in the public hearings by individuals with hearing, speech, or vision impairment may be made upon request at least three days prior to the hearing. Non-English speaking persons wishing to participate will also be accommodated through translation and / or interpretation in accordance with the City's Language Assistance Plan.

Additional information regarding the public hearing can be obtained by contacting the Community Development office at 406-657-8286 (Montana Relay 711), or via email at beckettb@billingsmt.gov.

Publish January 17, 24 and 31, 2025.

Denise R. Bohlman
Billings City Clerk
P.O. Box 1178
Billings, MT 59103

1/17, 1/24, 1/31 2025
MNAXLP

I. Public Comments

August 19, 2024, City Council Work Session, Public Meeting

Wyeth Friday, Planning Director, gave an overview of HUD Programs in Billings, Council's input in the Consolidated Plan process, HUD funding sources, and HOME program. Rebecca Noell, CD Board, gave an overview of the Community Development (CD) Board role and responsibilities. She introduced a few other CD Board members: Erica Doornek and Ali Pistora. Tam Rodier, Program Coordinator, reviewed the consolidated plan, findings, goals, programs, annual budget allocation, Community Development Block Grant (CDBG) program and next steps. Brenda Beckett, Community Development Manager, gave an overview of allocation limits, CDBG eligible low-income benefit activities, and CDBG timeliness per HUD requirements. Mr. Friday concluded with an overview of Council priority and policy opportunities. General questions and comments from City Council.

September 23, 2024, City Council Public Hearing

The City of Billings held a public hearing on Monday, September 23, 2024, at 5:30 pm to obtain public comment on:

- CDBG and HOME Comprehensive Annual Performance Evaluation Report (CAPER) for the prior program year.
- Designing the application process for the upcoming program year before the publication of the drafted Annual Action Plan.

Federal regulations require the City to facilitate two public hearings, at different stages of the program year, to obtain residents' views and respond to questions. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance. Public comments / inquiries are summarized below.

- **CM Kennedy:** Asked if money allocated to parks can be used for lighting, noting that many of the City's parks need lighting (referencing Crime Prevention Through Environmental Design). He asked about the eligibility of Rose Park and staff noted they would need to check on eligibility. CM Kennedy recognizes that Optimist Park is being done and inquired about South Park. Rose Park included – Optimist is being done. He inquired about South Park, and staff noted that the park is located within the non-safe acceptable distance from potential environmental hazards.
- **CM Rupsis:** Thanked staff for updating the CAPER to include the City's openness for dedicating public land to affordable housing development. Asked about a link to the Billings Pattern Guide referenced in the CAPER, indicating that it would be very useful. Staff will investigate the status of the website. Staff notes that it is a great tool.

  Under "other actions to be done to improve affordable housing development" (CR-35 Other Actions, findings from the Analysis of Impediments to Fair Housing Choice), CM Rupsis noted staff indicated:

  - Density bonuses have not been established to offset the cost of development if a project contains a certain percentage of affordable housing.
  - The City does not currently permit a waiver or reduction of impact fees, including water and wastewater system development fees, to promote affordable housing development.

  He asked the City Administrator to bring these initiatives forward and the City Administrator

agreed. Mayor Cole noted that if developers do not pay impact fees, someone else does and noted legal impacts would need to be investigated.

- **Rebecca Noell, Community Development Board Chair:** She would like to talk about her experience with the Community Development Department, having served on the Board since 2017. She notes housing used to be an issue but is now a crisis in the nation. As the biggest city in Montana, the department she has had the privilege of working with has really been a leader in trying to come up with solutions and trying to see the best path forward for all of our neighbors in Billings.

  During her time on the Board, she has continually seen a demonstration of deep institutional knowledge, of integrity, and staff competence. They honestly have the interests of our neighbors and the people who live in Billings in their hearts every day as they do their work. She thanked Brenda Beckett, Carly Collins, Tam Rodier, and Planning & Community Services Director Wyeth Friday. She noted it has been a privilege to work with the department and she feels that the team has accomplished a lot. She hopes the Board can work with the department in the future and keep moving Billings forward, keep accomplishing things, and keep helping all our neighbors because we all deserve to have a great life in Billings.

- **Denver Slater:** He commended the Council and their tireless efforts. He has addressed the Council before about the Montana Rescue Mission. He has an issue with the organization's leadership. He used to live and work in an industrial-sized kitchen in the basement years ago. They used to serve over 200 meals a day to anyone in need. Breakfast was for the male residents of the shelter, and lunch and dinner was for the community.
  He noted they used to provide exceptional health care services there and leadership stopped the program without explanation. He has talked with Healthcare for the Homeless about the change.

  Mr. Slater noted that there was a grand opening a couple of weeks ago. He expressed concerns about residents related to financial issues and what benefits the organization takes and that they are working without pay. He also had concerns about not being able to get a bible from the shelter's thrift store.

November 18, 2024, City Council Work Session, Public Meeting

Wyeth Friday, Planning Director, reviewed the timeline to cover the vacancy for affordable housing development and home buyer program. Brenda Beckett, Community Services Manager reviewed the audit, budgeting process, affordable housing development, GL development (South Billings project and Homeword / Homefront (LB Lofts). She reviewed the application window, public engagement and social media outreach. General Council questions and discussion. Public Comment – None.

December 4, 2024, North Park Task Force, Public Meeting

About 25 people were in attendance at the meeting. There were a good number of questions, comments, and suggestions, all were forwarded to City leadership:

- There is more blowing trash since the City transitioned from shared 300-gallon barrels to individual 90-gallon barrels.
- They would like more security in the area; cops driving through, etc.
- They said there was a need, especially among older, low-income residents, for housing rehab assistance.
- The recent wind storm illuminated the need for assistance with tree maintenance and removal.
- They asked what was meant by "affordable housing."

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February 4, 2025, Public Hearing, Community Development Board Meeting

No public comments were made.

April 7, 2025

Email update from Montana Rescue Mission relative to services offered. Staff updated all areas of the Consolidated Plan mentioning the organization and reposted the draft online.

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J. HUD Tables and City Figures Index

			HUD Tables	City Graphics	
The Process	PR-05	Lead & Responsible Agencies	Table 1	Responsible Agencies	
	PR-10	Consultation	Table 2	Agencies, groups, organizations who participated	
			Table 3	Other local / regional / federal planning efforts	
	PR-15	Citizen Participation	Table 4	Citizen Participation Outreach	
Needs Assessment	NA-10	Housing Needs Assessment	Table 5	Housing Needs Assessment Demographics	
			Table 6	Number of Households Table	
				Figure A	Number of Low-Income Households by Family Type
			Table 7	1. Housing Problems	
				Figure B	Housing Problems - Renters
				Figure C	Housing Problems - Owners
			Table 8	2. Housing Problems 2	
			Table 9	3. Cost Burden >30%	
			Table 10	4. Cost Burden >50%	
			Table 11	Crowding	
			Table 12	Crowding - Children	
				Figure D	Renters & Owners - Cost Burden >30%
				Figure E	Housing Price Index for Billings, Montana
	NA-15	Disproportionately Greater Need: Housing Problems	Table 13	Disproportionally Greater Need 0 - 30% AMI	
			Table 14	Disproportionally Greater Need 30 - 50% AMI	
			Table 15	Disproportionally Greater Need 50 - 80% AMI	
			Table 16	Disproportionally Greater Need 80 - 100% AMI	
				Figure F	Disproportionately Greater Needs: Housing Problems
	NA-20	Disproportionately Greater Need: Severe Housing Problems	Table 17	Severe Housing Problems 0 - 30% AMI	
			Table 18	Severe Housing Problems 30 - 50% AMI	
			Table 19	Severe Housing Problems 50 - 80% AMI	
			Table 20	Severe Housing Problems 80 - 100% AMI	
	NA-25	Disproportionately Greater Need: Housing Cost Burdens	Table 21	Greater Need: Housing Cost Burdens AMI	
	NA-30	Disproportionately Greater Need: Discussion		Figure G	Housing Cost Burden
				Figure H	Racial Ethnic Groups - Geolocation
	NA-35	Public Housing	Table 22	Public Housing by Program Type	
				Figure I	HomeFront's Assistance Program Usage / Demand
			Table 23	Characteristics of Public Housing Residents by Program Type	
			Table 24	Race of Public Housing Residents by Program Type	
			Table 25	Ethnicity of Public Housing Residents by Program Type	

			HUD Tables		City Graphics	
Needs Assessment	NA-40	Homeless Needs Assessment	Table 26	Homeless Needs Assessment		
			Table 27	Nature and Extent of Homelessness		
	NA-50	Non-Housing Community Development Needs			Figure J	Food Security: Low-Income and Low-Access Neighborhoods, Atlas
					Figure K	Billings Capital Project Dashboard
Housing Market Analysis	MA-10	Number of Housing Units	Table 28	Residential Properties by Unit Number		
			Table 29	Unit Size by Tenure		
					Figure L	CPD Maps
	MA-15	Housing Market Analysis: Cost of Housing	Table 30	Cost of Housing		
					Figure M	Zillow Home Value Index
			Table 31	Rent Paid		
			Table 32	Housing Affordability		
			Table 33	Monthly Rent		
					Figure N	Number of Rental Units Available to Households with Varying Income Levels
					Figure O	Rental Unit Housing Affordability
	MA-20	Housing Market Analysis: Condition of Housing	Table 34	Condition of Units		
			Table 35	Year Housing Units Built		
			Table 36	Risk of Lead-Based Paint Hazards		
	MA-25	Public and Assisted Housing	Table 37	Total Number of Units		
			Table 38	Public Housing Condition		
	MA-30	Homeless Facilties and Services			Figure P	Need for Services, Housing, Shelter by Population
			Table 39	Facilities and Hosuing Targeted to Homeless Households		
	MA-45	Non-Housing Community Development Assets	Table 40	Business Activity		
			Table 41	Labor Force		
			Table 42	Occupations by Sector		
					Figure Q	Employement by Industries in 2022
			Table 43	Commute Method		
			Table 44	Educational Attainment (Population 16 and Older)		
			Table 45	Median Earnings in the Past 12 Months		
	MA-50	Needs and Market Analysis Discussion			Figure R	Percentage of Extremely Low-Income Households by Neighborhood
					Figure S	Percentage of Households with Housing Cost Burden and Race / Ethnicity
	MA-60	Broadband Needs of Housing Occupied by Low-Income Households			Figure T	Number of Fixed Residential Broad Band Providers
	MA-65	Hazard Mitigation			Figure U	Natural Hazards in Yellowstone County: Risk Index is Relatively Low

			HUD Tables	City Graphics	
Strategic Plan	SP-10	Geographic Priorities	Table 46	Geographic Distribution	
	SP-25	Priority Needs	Table 47	Priority Needs	
	SP-30	Influence of Market Conditions	Table 48	Influence of Market Conditions	
	SP-35	Anticipated Resources	Table 49	Antipated Resources	
	SP-40	Institutional Delivery Structure	Table 50	Institutional Delivery Structure	
			Table 51	Homeelss Prevention Services Summary	
	SP-45	Goals Summary	Table 52	Goals Summary	
	SP-60	Homelessness Strategy		Figure V	Respondents Needing / Receiving Help
	SP-70	Anti-Poverty Strategy		Figure W	Anti-Poverty Strategy
Annual Action Plan	AP-15	Expected Resources	Table 53	Expected Resources - Priority Table	
	AP-20	Annual Goals and Objectives	Table 54	Goals Summary	
		Goals Summary Information	Table 55	Linked to AP-38 - Project Summary	
	AP-35	Projects	Table 56	Project Allocations	
	AP-38	Project Summary	Table 57	Project Information	
	AP-50	Geographic Distribution	Table 58	Geographic Distribution	
	AP-55	Affordable Housing	Table 59	One Year Goals for Affordable Housing by Support Requirement	
			Table 60	One Year Goals for Affordable Housing by Support Type	

DRAFT

K. Consolidated Plan Survey

Billings PLANNING & COMMUNITY SERVICES

The City of Billings receives federal funding to assist low-income households and to revitalize neighborhoods. We want to hear what ***YOU*** think the City should fund when other funding resources are not available. ***Would you please complete this short survey?***

Surveys should be mailed to: Community Development Division, PO Box 1178, Billings, MT 59103

Alternatively, you may scan the QR code at right and complete the survey online:

1	**What is your zip code?**							
2	**Do you have access to the Internet at home?**				☐ Yes ☐ No ☐ Unknown			
3	**Is your home currently at risk from natural hazards?** *(flood, fire, etc.)*				☐ Yes ☐ No ☐ Unknown			
4	**Please select the importance of funding the following activities in Billings.**				**Low --> High Importance**			
					1	**2**	**3**	**4**	**5**
	a.	**First Time Home Buyer** *Loans for downpayment and closing costs for low-income households*							
	b.	**Foreclosed and/or Vacant Properties** *Purchase and renovate run-down homes to sell to low-income households*							
	c.	**Build new housing for homeowners**							
	d.	**Build new housing for renters**							
	e.	**Home Repair** *Loan financing for low-income homeowners to make needed repairs*	Furnace, roof, electrical, plumbing, etc.						
			Windows, Insulation, etc.						
			Solar Roofing Panels						
	f.	**Park improvements to improve safety in low-income neighborhoods** *Lighting, fencing, landscaping, signage, public art, etc.*							
	g.	**Improvements in your neighborhood**	Water and sewer						
			Streets, curbs, gutters, sidewalks						
			Street lights						
	h.	**Family justice and domestic violence programs**							
	i.	**Food security programs**							
	j.	**Improved access to healthcare and mental health care**							
	k.	**K-12 Education & School Readiness**							
	l.	**Financial Literacy, Housing, & Employment**							
	m.	**Services for Veterans and Military Families**							
5.	**What suggestions do you have for improving affordable housing options in Billings?**								
6.	**Please share any additional thoughts you have about effectively using U.S. Department of Housing & Urban Development (HUD) federal funding here in Billings**								

COMMUNITY DEVELOPMENT DIVISION

ESTIMATED Revenue & Recommended Budget FY2025-2026

	CDBG				HOME			
Programs	*New CDBG Estimate*	*Prior EN* [+]	*Uncommitted PI* [++]	*Estimate Next FY PI* [**]	*New HOME Estimate*	*Prior EN* [+] *Includes CHDO Release*	*Uncommitted PI* [++] *3.26.25*	*Estimate Next FY PI* [**]
New HUD Entitlement Grant	645,000	-	-	-	350,000	-	-	-
Prior Entitlement	-	45,000	-	-	-	927,125	-	-
Prior Program Income	-	-	0	-	-	-	215,604	-
Next FY Program Income Estimate	-	-	-	100,000	-	-	-	100,000
Total Available	**645,000**	**45,000**	**0**	**100,000**	**350,000**	**927,125**	**215,604**	**100,000**
		790,000				**1,592,729**		

Abbreviations Key
EN: Entitlement
PI: Program Income
FY: Fiscal Year

*Community Development Applications & Funding Recommendations**

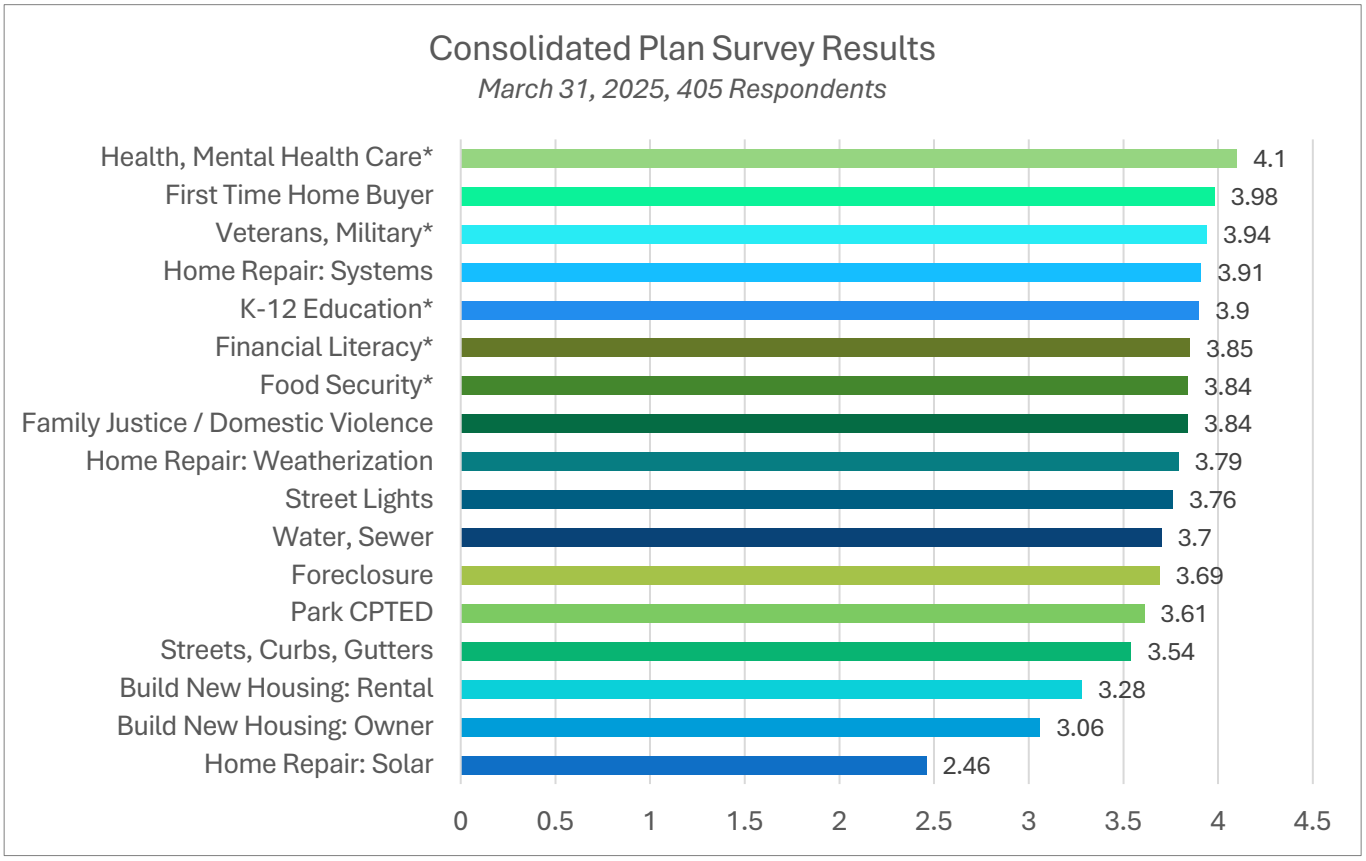
Programs	*New CDBG Estimate*	*Prior EN* [+]	*Uncommitted PI* [++]	*Estimate Next FY PI* [**]	*New HOME Estimate*	*Prior EN* [+] *Includes CHDO Release*	*Uncommitted PI* [++]	*Estimate Next FY PI* [**]	*Totals*	*Notes*
CDBG Administration 20% Cap	129,000	-	-	-	-	-	-	-	**129,000**	Admin capped at 20%
HOME Administration 10% Cap	-	-	-	-	35,000	-	-	-	**35,000**	Admin capped at 10%
Set-Aside for CHDOs	-	-	-	-	52,500	-	-	-	**52,500**	15% minimum - certified CHDO org must
CHDO $ Released	-	-	-	-	-	106,095			**1,545,000**	LB Lofts
Affordable Housing Development	100,000	45,000	-	**0**	262,500	821,030	210,375	**0**		
VISTA Admin (Public Service)	0	0	-	**25,000**	-	-	-	-	**25,000**	Need $75k for FY25-26
Lead Water Service Line Replacement	200,000	0	-	**25,000**	-	-	-	-	**225,000**	Develop new program w/Public Works
Foreclosure - New Property	50,000	0	-	**0**	-	-	-	-	**50,000**	Timeliness Place Holder
First Time Home Buyer Program	116,000	0	-	**25,000**	0	0	5,229	**100,000**	**246,229**	Can assist ~20 households
Crime Prev Through Environ Design	50,000	0	-	**25,000**	-	-	-	-	**75,000**	Improvements at low-income parks
Subtotal Allocated	**645,000**	**45,000**	**0**	**100,000**	**350,000**	**927,125**	**215,604**	**100,000**	**2,382,729**	
Remaining to Allocate	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	

[*] *Continue close- and shovel-ready allocations*

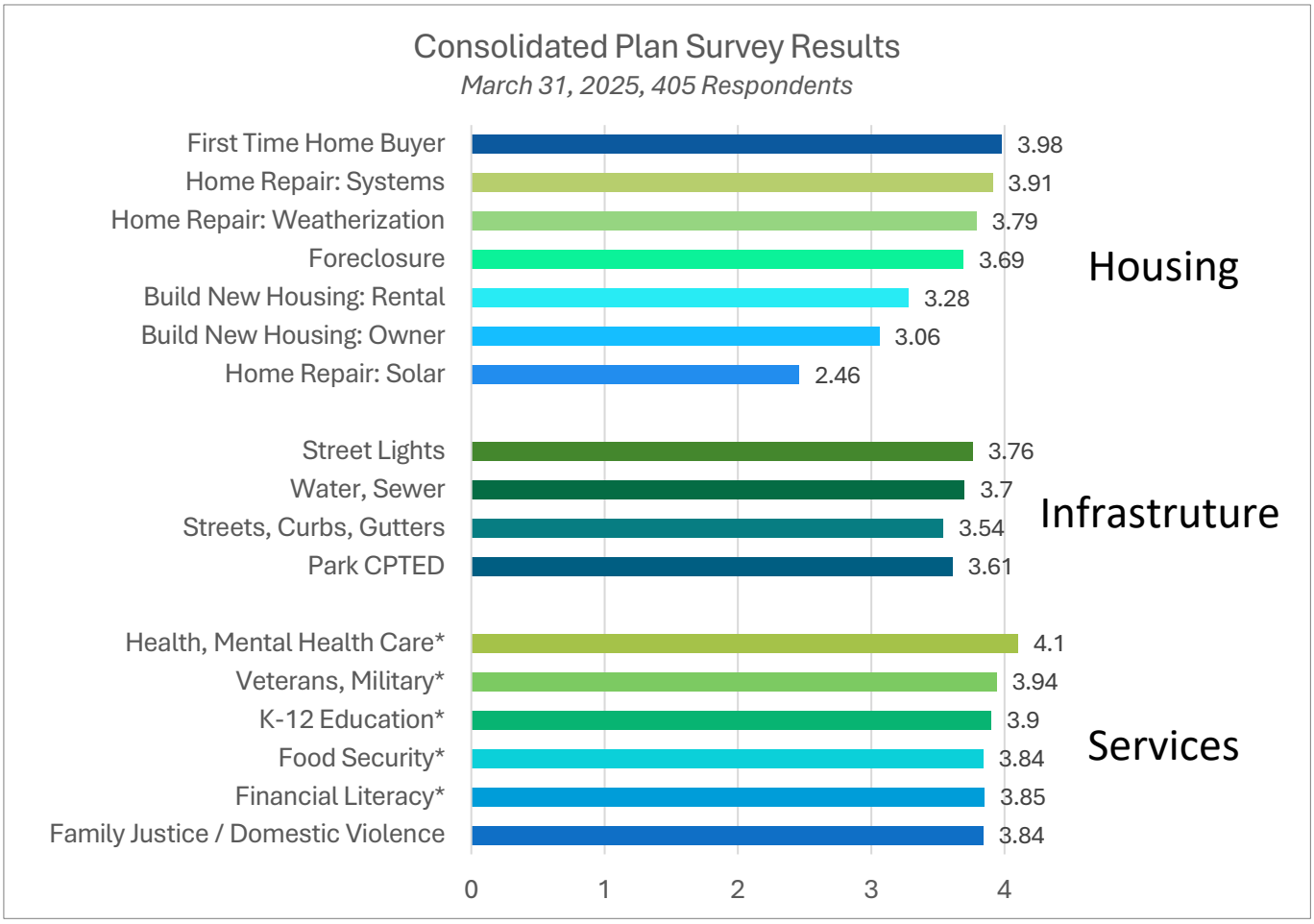
[**] *Not budgeted until received*

[+] *Increased in HUD's IDIS system when program income was drawn first, as per regulation*

[++] *Decreased in HUD's IDIS system when program income is drawn first*



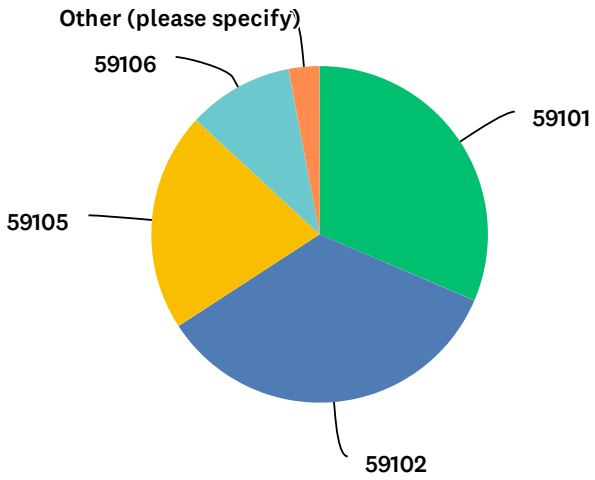
*Federal AmeriCorps VISTA Focus Areas



*Federal AmeriCorps VISTA Focus Areas

Q1 What is your ZIP code (Select one)

Answered: 404 Skipped: 0

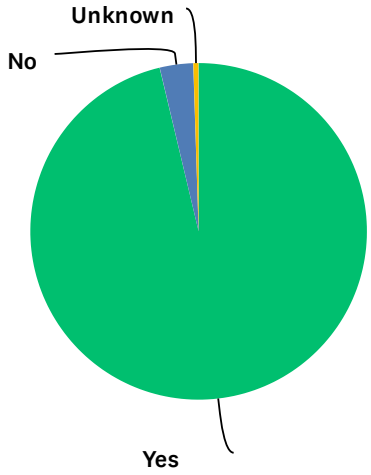


ANSWER CHOICES	RESPONSES	
59101	31.44%	127
59102	34.41%	139
59105	21.04%	85
59106	10.15%	41
Other (please specify)	2.97%	12
TOTAL		404

#	OTHER (PLEASE SPECIFY)	DATE
1	59718 - I am a realtor that works in Billings	3/13/2025 3:45 PM
2	59103	3/11/2025 5:10 PM
3	59044	3/11/2025 11:03 AM
4	59019	3/6/2025 1:33 PM
5	59079	3/4/2025 3:36 PM
6	59088	3/4/2025 3:02 PM
7	59079	3/4/2025 10:58 AM
8	59044	3/4/2025 10:23 AM
9	59103	3/3/2025 4:25 PM
10	59088	3/3/2025 2:59 PM
11	59063 - However I work as a REALTOR in all the Billings Zip Codes	3/3/2025 1:34 PM
12	59079	3/3/2025 12:13 PM

Q2 Do you have Internet at home? (Select one)

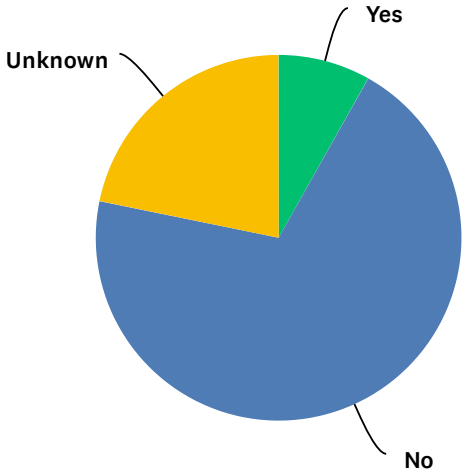
Answered: 404 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	96.29%	389
No	3.22%	13
Unknown	0.50%	2
TOTAL		404

Q3 Is your home currently at risk from natural hazards? (e.g., floods, fire, etc.)(Select one)

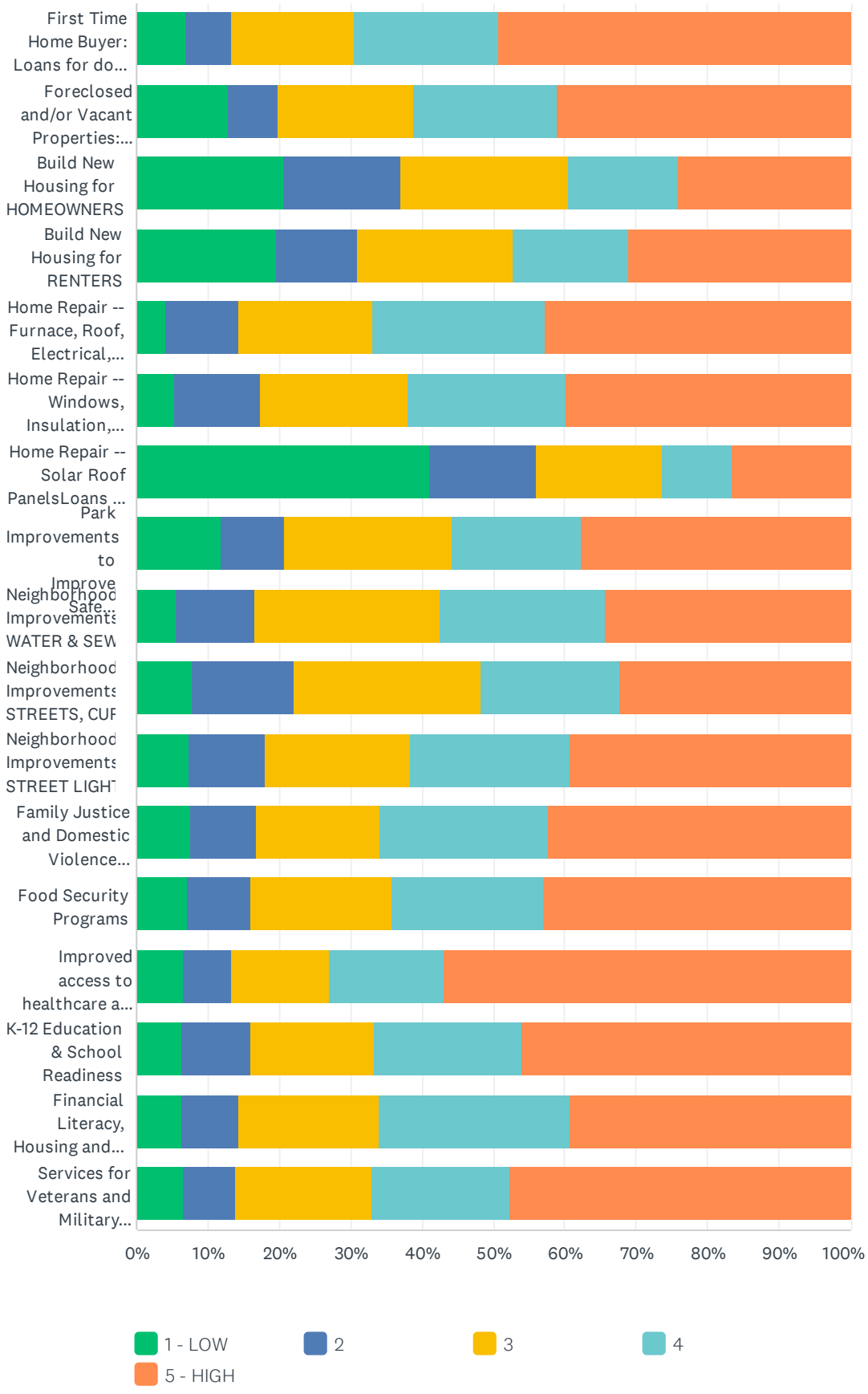
Answered: 404 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	8.17%	33
No	70.05%	283
Unknown	21.78%	88
TOTAL		404

Q4 Please select the importance of funding the following activities in Billings. Low Importance (1) to High Importance (5)

Answered: 404 Skipped: 0


First Time Home Buyer: Loans for do...
Foreclosed and/or Vacant Properties:...
Build New Housing for HOMEOWNERS
Build New Housing for RENTERS
Home Repair -- Furnace, Roof, Electrical,...
Home Repair -- Windows, Insulation,...
Home Repair -- Solar Roof PanelsLoans ...
Park Improvements
to Improve Neighborhood Safe...
Improvements WATER & SEW
Neighborhood Improvements STREETS, CUF
Neighborhood Improvements STREET LIGH
Family Justice and Domestic Violence...
Food Security Programs
Improved access to healthcare a...
K-12 Education & School Readiness
Financial Literacy, Housing and...
Services for Veterans and Military...
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
1 - LOW
2
3
4
5 - HIGH

	1 - LOW	2	3	4	5 - HIGH	TOTAL	WEIGHTED AVERAGE
First Time Home Buyer: Loans for down payment and closing costs for low-income households	7.05% 28	6.30% 25	17.13% 68	20.15% 80	49.37% 196	397	3.98
Foreclosed and/or Vacant Properties: Purchase and renovate run-down homes to sell to low-income households	12.94% 52	6.97% 28	18.91% 76	20.15% 81	41.04% 165	402	3.69
Build New Housing for HOMEOWNERS	20.60% 82	16.33% 65	23.62% 94	15.33% 61	24.12% 96	398	3.06
Build New Housing for RENTERS	19.70% 78	11.11% 44	21.97% 87	16.16% 64	31.06% 123	396	3.28
Home Repair -- Furnace, Roof, Electrical, Plumbing, etc.Loans for low-income homeowners to make needed repairs	4.02% 16	10.30% 41	18.84% 75	24.12% 96	42.71% 170	398	3.91
Home Repair -- Windows, Insulation, etc.Loans for low-income homeowners to make needed repairs	5.28% 21	12.06% 48	20.60% 82	22.11% 88	39.95% 159	398	3.79
Home Repair -- Solar Roof PanelsLoans for low-income homeowners to install solar energy components	41.21% 164	14.82% 59	17.59% 70	9.80% 39	16.58% 66	398	2.46
Park Improvements to Improve Safety in Low-Income NeighborhoodsLighting, fencing, landscaping, signage, public art, etc.	11.81% 47	8.79% 35	23.62% 94	18.09% 72	37.69% 150	398	3.61
Neighborhood Improvements -- WATER & SEWER	5.54% 22	11.08% 44	25.94% 103	23.17% 92	34.26% 136	397	3.70
Neighborhood Improvements -- STREETS, CURBS, GUTTERS, SIDEWALKS	7.75% 31	14.25% 57	26.25% 105	19.50% 78	32.25% 129	400	3.54
Neighborhood Improvements -- STREET LIGHTING	7.27% 29	10.78% 43	20.30% 81	22.31% 89	39.35% 157	399	3.76
Family Justice and Domestic Violence Programs	7.52% 30	9.27% 37	17.29% 69	23.56% 94	42.36% 169	399	3.84
Food Security Programs	7.25% 29	8.75% 35	19.75% 79	21.25% 85	43.00% 172	400	3.84
Improved access to healthcare and mental health care	6.55% 26	6.80% 27	13.60% 54	16.12% 64	56.93% 226	397	4.10
K-12 Education & School Readiness	6.33% 25	9.62% 38	17.47% 69	20.51% 81	46.08% 182	395	3.90
Financial Literacy, Housing and Employment	6.35% 25	7.87% 31	19.80% 78	26.65% 105	39.34% 155	394	3.85
Services for Veterans and Military Families	6.55% 26	7.30% 29	19.14% 76	19.40% 77	47.61% 189	397	3.94

Q5 What suggestions do you have for improving affordable housing options in Billings?

Answered: 404 Skipped: 0

#	RESPONSES	DATE
1	Home Ownership instead of the rental cycle	3/28/2025 4:09 PM
2	Continue to use TIF funding	3/25/2025 8:32 PM
3	Keep the gon't out of housing development programs.	3/25/2025 7:25 PM
4	Property management landlord. So anyone who is making housing affordable for those making minimum wage whether federal or state minimum wage is like a crime.	3/25/2025 12:51 PM
5	Find out what people need to have housing options	3/24/2025 2:30 PM
6	Not charging so much with first month,last month, and deposit all at one time.	3/24/2025 3:46 AM
7	Unsure	3/23/2025 8:56 PM
8	Help low income people get into their own homes, help with classes and help us be home owners.	3/22/2025 6:59 PM
9	Rehabilitating old and run-down homes to rent out affordable housing for low-income families. Also, financial education is important for helping families escape poverty.	3/22/2025 10:26 AM
10	Provide ways for rentals to become the property of the renters, or others.	3/21/2025 9:16 AM
11	.	3/21/2025 9:13 AM
12	.	3/21/2025 9:12 AM
13	What constitutes "affordable?"	3/21/2025 9:11 AM
14	On the southside of Billings there are some houses that need renovation!	3/21/2025 9:09 AM
15	.	3/21/2025 9:07 AM
16	n/a	3/20/2025 11:39 PM
17	NA	3/20/2025 5:56 PM
18	More rent-controlled options for low-income families.	3/20/2025 10:47 AM
19	Curious as to all the new Housing projects on our Westend including 32nd and Grand and off Shilo and King? Are any of these truly for Low Income? Seems like our city is green lighting any and all development projects without the consideration of the established neighborhoods. 32nd and Grand has turned into what looks like a bunch of hotels! Wonder what the homeowners along Colton think about that and did they have enough say in what would be built there? Our City Planning needs better vision in this town and not just a vote "YES" on anything that comes across their desk. Quit calling Affordable housing that if it is not truly affordable housing!!!!	3/20/2025 8:11 AM
20	Lower rents,	3/19/2025 8:12 PM
21	none	3/19/2025 2:44 PM
22	taxes and insurance must come down so affordable housing options can be realistic	3/18/2025 5:31 PM
23	- Limit quantity of short term rental permits available in city limits (like the state does with liquor licenses). - Offer incentive for developers to build market rate or below market rate residential units. - Require developers to include a certain percentage of affordable units in new developments. - Public Private partnerships help reduce costs. Encourage more City partnerships with non-profit organizations, and private developers to leverage resources and expertise. (ie. Downtown Billings, HUD, etc)	3/18/2025 2:50 PM

24	none	3/18/2025 12:42 PM
25	Consider waiving certain zoning rules and regs to make it easier for low-income housing developers to build. Offer developers tax breaks, grants, or incentives to create affordable housing units. Focus on affordable housing development in areas with good access to jobs, schools, and amenities. Implement permanent supportive housing; rent-to-own. Convert vacant/underutilized buildings into AFFORDABLE housing. Consider Renters' Tax Credit; expand low-income housing tax credits; increase access to affordable housing subsidies to help secure stable housing. Address poverty by implementing poverty reduction measures and improve income security programs to prevent evictions and improve overall housing affordability. Finally, home repair is so overlooked and key in continuing stable housing.	3/18/2025 11:27 AM
26	let the market work; reduce regulations	3/17/2025 5:47 PM
27	Changing down payment limits and encouraging renovation or home-owner building loans.	3/17/2025 4:10 PM
28	planned development for tiny homes	3/17/2025 3:09 PM
29	xxx	3/17/2025 3:09 PM
30	See box number 6	3/17/2025 11:14 AM
31	Consider tax incentives for private builders and landlords	3/17/2025 10:27 AM
32	N/A	3/17/2025 9:45 AM
33	City rental licenses to hold landlords accountable - must meet minimum standards and be fined if they don't. Also, rent stabilization through co-ops.	3/17/2025 8:52 AM
34	If a person has a good reputation as a renter, they should be given consideration, and perhaps a discount.	3/17/2025 6:02 AM
35	Lower the regulations and costs for developers to build new subdivisions. Lower hookup fees, that house will add money to the City so don't Rape the new buyer with a $10k hookup fee.	3/16/2025 1:54 PM
36	None	3/16/2025 7:40 AM
37	Lower property taxes and make home insurance affordable.	3/14/2025 4:45 PM
38	Provide low-interest or forgivable loans to developers and nonprofits to help cover pre-development costs, infrastructure improvements, and down payment assistance for homebuyers.	3/14/2025 2:02 PM
39	Programs that help with monthly payments or reduce the interest rate so that the monthly payment is more affordable.	3/14/2025 9:00 AM
40	help with rental assistance... stop hedge funds from buying up all of the properties!	3/13/2025 6:19 PM
41	Land trusts, builder incentives, appropriate building deregulation, some rezoning	3/13/2025 4:31 PM
42	Well, 1st would be to spell "School-Readiness" correctly, rather than "School Rediness" :) The best thing you can do is reduce overlapping and contradictory regulatory burden to expedite the renovation of under-utilized or blighted areas of Billings. And allow trailer parks. Sure, you can set the bar pretty high for how they have to be kept (looking at Lockwood!) but they can be a huge benefit to both 1st time homebuyers and seniors (55+ parks).	3/13/2025 3:45 PM
43	Base housing cost on what people's wages are, Price gouging people into homelessness is ridiculous and greedy.	3/13/2025 3:41 PM
44	get substance abusers out of public housing especially housing for seniors and the disabled. Fire managers of such communities who refuse to deal with it and never hire them anywhere again. Their ignoring the crimes puts everyone in danger. Home Front seems to be one of the worst in terms of ignoring what is going on.	3/13/2025 3:36 PM
45	x	3/13/2025 2:53 PM
46	Encouraging ADU for existing home owners. If an older person needs less space and 1 level living, being able to build and ADU on their existing lot would allow them to rent out their home and provide income to supplement social security.	3/13/2025 1:30 PM
47	Having commercial builders and builders building homes over $1M put a subsidy in place for	3/13/2025 11:49 AM

	low income home owners that have full time steady income.	
48	I purchased a house in Billings in 2023. I was from Livermore CA. Our local government realized our housing cost were so expensive, when builders wanted permits to build they had to build x amount of housing for low income buyers. They mixed them within various neighborhoods. Then they were sold to buyers meeting certain criteria. The houses are jointly owned by the city and the purchaser. When the house is sold again, the seller shares the profit with the city & it must be resold to a low income buyer. There's more to it such as they must agree to keep the property up inside & out.	3/13/2025 10:55 AM
49	I have no opinion on this matter	3/13/2025 10:31 AM
50	We need grocery locations in our low-income areas. These "food deserts" could be addressed to help address food insecurity and accessibility.	3/13/2025 10:19 AM
51	Keep the interest rate low. Keep the junk fees to a minimum.	3/13/2025 9:32 AM
52	Teach about housing in high school.	3/13/2025 9:22 AM
53	Take the vacant buildings and vacant lots and build high-density affordable rental units (apartment buildings or town homes). Create incentives for people to turn their garages or backyards into a studio or 1-2 bedroom dwellings. I think the city should build or allow for the building of housing for homeless, getting people off the streets and into housing has been proven to reduce homelessness and rehabilitate them back into having stable jobs and decreases hospitalizations. Federal funding should be used to expand the section 8 housing choice voucher program to allow more people into affordable homes and to build the affordable apartments/homes. I think when building these apartments they should be in areas with the infrastructure already built or would be built to be walkable. I think building new homes should be more geared towards starter homes 1-2 bedroom homes to allow more first time home buyers to buy their first starter home, rather than the 3-6 bedroom homes that are currently going up in so many subdivisions. We should replicate the homeless housing projects that are in Sweden, where they focus on people getting into housing first, and holistically collaborate with housing companies, private landlords, and non-profit organizations to provide housing and support services. I think we should also focus on preventing homelessness, when someone looses their job or have a medical condition in the family where someone can not work they should be able to apply for a voucher that can pay 6-12 months of their rent or mortgage, so they have time to find another job. The cost of housing inside city limits is so high, it causes urban sprawl, which in turn can have big consequences with septic issues and decreasing the amount of land that can absorb rainwater causing flooding.	3/13/2025 8:55 AM
54	Have classes for young adults to have the knowledge of financial stability. Requirements to be approved for grants. Such as completing classes and having first, last and deposit saved up before move in. Have shelters for those in danger in all areas of Billings for Males, females, families. Things they pay for throughout the process portions goes towards deposit/rent.	3/13/2025 8:55 AM
55	Stop letting inflation run it up lol	3/12/2025 10:22 PM
56	I was once in dire need of emergency affordable housing and it was so hard to get any landlord to rent or accept vouchers. We need more housing built for low income families.	3/12/2025 10:15 PM
57	More programs to help people with rent money or food when people run out of those things.	3/12/2025 5:17 PM
58	Do more to combat gang activity so that housing in "bad" neighborhoods seems appealing. Crackdown on slum lords that are charging amounts grossly over the worth of their properties. Adjust Fair Market Value to mirror what actual prices are not what they should be- many organizations cannot pay over Fair Market Value and almost nothing is at or below that price anymore (which makes the whole Fair Market Value pretty useless)	3/12/2025 4:02 PM
59	Create more 3 bedroom + affordable units. STOP building 2 bedroom units!!!	3/12/2025 3:52 PM
60	Make people repay the loans (low interest) in these thoughts; stop allowing the same people to use them over and over; if someone destroys property, they are not eligible for services until they repay it. Continue to monitor those using services (low income housing) and when they get above a certain income point for a set period of time (1 year), they have to move on (in rentals).	3/12/2025 2:45 PM
61	Have funds available to help with first month, last month, deposit. Have housing options available for people with no rental history and bad credit.	3/12/2025 2:45 PM

62	I recently purchased a multi-family lot, but it took me quite a while to find it. It seems the majority of property in the area is zoned for single family only.	3/12/2025 2:30 PM
63	Smaller houses/units being built or remodeled. Smaller should cost less, maybe with less yard to cut costs.	3/12/2025 2:13 PM
64	Reasonable/Fair pricing on homes and rentals as there are places that are charging high prices for outdated appliances and outdated interiors.	3/12/2025 1:04 PM
65	Program for a Rent to Own, for those that have poor credit	3/12/2025 12:44 PM
66	Encourage landlords to rent, by giving landlords incentives such as tax breaks, insurance breaks. Renovate abandoned buildings instead of letting them to continue falling apart. Add more prefab homes by putting them in vacant lots. Rent to own incentives rather than long term rentals	3/12/2025 12:20 PM
67	Build more apartments and support the current groups working to house the homeless. Don't start from scratch.	3/12/2025 12:17 PM
68	n/a	3/12/2025 12:13 PM
69	Creating low income housing in safe areas, near public transportation and sidewalks that are well maintained for pedestrians.	3/12/2025 12:08 PM
70	.	3/12/2025 12:06 PM
71	We need permanent supportive housing developments to help our homeless neighbors receive the support they need to get healthy and become/stay housed.	3/12/2025 11:59 AM
72	Like Habitat for Humanity, where they are required to build on their home at least twice a week until finished. Then options on a low interest loan. Too much is just given and not taught that you have to work and budget for housing.	3/12/2025 11:52 AM
73	2-3 bedroom units need to be affordable. Not studio and 1 bedroom. Section 8 seems to only be available for small units and therefore not for families	3/12/2025 11:14 AM
74	Decrease monopolies- businesses should not be able to purchase housing to rent, and homeowners should not be allowed to rent more than one household.	3/12/2025 10:07 AM
75	Build More Family Apartment Towers that have public transportation and playgrounds with walking paths to schools accessible	3/12/2025 9:49 AM
76	Consider purchase and renovation of former motels and other property to provide accessible housing for older adults and single people.	3/12/2025 8:59 AM
77	Awareness	3/12/2025 8:50 AM
78	Rent freezes. My rent has tripled just in the past 2 years! The owner has not done anything to improve the complex but continues to raise rent and utility costs.	3/12/2025 8:47 AM
79	Supply and demand. We need more supply to meet the demands.	3/12/2025 8:37 AM
80	I think the idea of buying foreclosures and selling them to low-income families is a great idea.	3/12/2025 8:23 AM
81	Remove barriers for people to become homeowners.	3/12/2025 8:22 AM
82	I would love to see more affordable complexes, low-income housing being built in our city rather than luxury apartments. Affordable housing would improve so much within the city. I see all the new buildings being built on the west end and think how those vacant areas could have been used to help our community.	3/12/2025 8:17 AM
83	For it to actually be Affordable	3/12/2025 8:17 AM
84	Use city & county initialized park space to build more affordable housing.	3/12/2025 8:08 AM
85	Get the rental agencies out of the profiteering business.	3/12/2025 8:06 AM
86	affordable rental housing, limits or licensing on short term rentals (air bnb etc),	3/12/2025 8:06 AM
87	I do not know. However, the cost of housing is above what younger people can afford.	3/12/2025 7:50 AM
88	Cluster housing with open space. 1200-1400 sq ft.	3/12/2025 7:40 AM

89	Loans to BUILDERS to build afforable homes--NOT necessarily for low income but affordable homes to be sold to non investor homeowners.	3/12/2025 6:48 AM
90	Update every property and yard interior exterior was all modern day amenities	3/12/2025 3:19 AM
91	More low income housing needs to be built and not just for seniors!	3/11/2025 5:58 PM
92	Prioritize funds for first time buyers	3/11/2025 5:17 PM
93	Turn the Chamber of Tourism into an organization promoting Commerce	3/11/2025 5:10 PM
94	provide incentives for builders, relax regulations, changing zoning if needed	3/11/2025 5:07 PM
95	If some of the funds could be used to buy down interest rates to help first time or lower income get into home ownership	3/11/2025 4:54 PM
96	We need more options.	3/11/2025 3:11 PM
97	Create an incentive to builders to build affordable housing.	3/11/2025 3:09 PM
98	We need a State LIHTC program.	3/11/2025 2:39 PM
99	We need more 4 bedroom apartments	3/11/2025 1:17 PM
100	The city should not feel like it has to invest itself into the physical act of providing housing. That is way too far outside of its wheelhouse. Focusing on Bureaucracy and Processes that allow the market to do it is incredibly more efficient, and a better use of our tax dollars.	3/11/2025 12:56 PM
101	give a first time homebuyer first year property tax free.	3/11/2025 12:41 PM
102	Help individuals when they have a mishap or back rent owed. Give the family a considerable amount of time to pay the amount back. As well give resources to help the family gain employment or program to help solve their financial issue so the family can get financial stable and not just put them out to fail and loose their housing.	3/11/2025 11:47 AM
103	Cut the red tape, especially in low income areas.	3/11/2025 11:24 AM
104	I don't know if I was the right person to send this to as I am in a low income housing unit with carpet that is three tenants old and in dire need of replacing but I know they will not replace it until I move out and I've been here almost 20 years and the carpet is two tenants prior to me it took a full year to get blinds in my apartment after I requested them when all the other tenants in my building already had them and I'm still waiting on repairs on cabinet doors I am a little frustrated with the low income housing system but I think the money or at least some of the money needs to be spent upgrading some of the units that already exist I live in spring gardens and they have been telling us for years that we were going to get dishwashers we are still without dishwashers and right now my unit has been without a washer and dryer for over 2 months because we have been waiting on a hot water heater	3/11/2025 11:20 AM
105	First time home buyer programs are essential. Getting buyers educated about the programs, and doing training in budgeting and financial literacy would help many understand the process better and succeed in their home purchases. We also need to address property tax increases and insurance increases so that people who have already bought homes can continue to afford them.	3/11/2025 11:03 AM
106	Financial Mentors to help renters attain goals of owning own homes. More classes on how to get started on buying homes	3/11/2025 10:30 AM
107	Build smaller units and more senior residents.	3/11/2025 9:54 AM
108	Program to help home owners make improvements to homes.	3/11/2025 9:27 AM
109	We have limited options for low income people. What we have are not well cared for. It would help if we could have more places that accept Section 8, or other HUD assistance with housing. I would love to live in a place where I was not embarrassed for friends and family to visit. I am elderly and have few options.	3/11/2025 9:02 AM
110	Having 4-bedroom options in safer areas of town (west-end / shiloh) would be ideal.	3/11/2025 8:51 AM
111	Unknown	3/11/2025 8:19 AM
112	Give builders incentives to build low income housing. Provide grants and loans to low income home buyers to purchase. Buy down interest rates for low income home buyers.	3/11/2025 8:12 AM

113	Expanding the existing housing programs already existing such as the Section 8 housing program.	3/11/2025 7:58 AM
114	NA	3/11/2025 7:24 AM
115	Screen your tenants better, those of us who utilize your housing, who work, and who try to have nice things once you put tenants in the complex who are disruptive, have police doing drug busts on their units and causing havoc from shady associates then my home becomes questionable as well. SCREEN YOUR TENANTS! REMOVE THE ONES DOING NEGATIVE CRAP, HAVING PARTIES, HEAVY TRAFFIC, IN TROUBLE WITH THE LAW, EXTRA PEOPLE ALWAYS STAYING THERE, ETC ..	3/11/2025 7:02 AM
116	You staff is doing an amazing job.	3/11/2025 5:00 AM
117	Safety is extremely important for all. Those who have drug, alcohol, or anger issues need a program to work through their issues before the innocent ones are targeted.	3/11/2025 1:56 AM
118	Lower the cost to live	3/11/2025 12:06 AM
119	Unsure	3/10/2025 11:30 PM
120	Require owners and property managers to clean up their properties.	3/10/2025 11:12 PM
121	Getting into somewhere to live is way too hard.	3/10/2025 10:58 PM
122	More option for single or partnered without children. More asset managers for violation/evictions so people abusing assistance are removed from program.	3/10/2025 10:44 PM
123	Easier to apply	3/10/2025 9:15 PM
124	None	3/10/2025 9:02 PM
125	Reduce development costs	3/10/2025 8:30 PM
126	Make more housing	3/10/2025 8:15 PM
127	We definitely need first time buyer's programs. Super important getting individuals and families into their own homes ans having down-payment assistance is key.	3/10/2025 8:08 PM
128	Teach people rehabilitation and learning what people need	3/10/2025 8:06 PM
129	Easy to apply/qualify. Vetting for applicants.	3/10/2025 6:21 PM
130	Helping people with disabilities obtain homes	3/10/2025 6:14 PM
131	Find a spot to build tiny homes, for people to buy, and for the homeless to rent for long term, and helping homeless find employment.	3/10/2025 6:02 PM
132	Guidance on how or where to go to obtain it.	3/10/2025 5:57 PM
133	Helping to educate landlords about section 8 to open up more rental opportunities for low income people.	3/10/2025 5:42 PM
134	Implementation of rent-to-own options and properties.	3/10/2025 5:34 PM
135	Help pay 50% of Heating & Electricity. Help pay Deposit for renters.	3/10/2025 5:08 PM
136	I think they are doing great.	3/10/2025 5:03 PM
137	Make housing available to all Montana's first and base the mortgage based on the household income.	3/10/2025 4:59 PM
138	Have more family friendly places built near for parents and their children to go do that are free	3/10/2025 4:43 PM
139	More income based rentals are needed. “Affordable housing” is a misnomer if the rent is over $1000. A month	3/10/2025 4:42 PM
140	Unsure	3/10/2025 4:34 PM
141	More section 8 housing options	3/10/2025 4:29 PM
142	Build 🙏	3/10/2025 4:26 PM

143	Sure would be nice if there was a option with homefront for renting a house not just apartments	3/10/2025 4:26 PM
144	Affordable housing should be low for low income residents due to high inflation prices.	3/10/2025 4:25 PM
145	NA	3/10/2025 4:22 PM
146	lower taxes, first time home buyer programs	3/10/2025 12:50 PM
147	Better protection for renters, higher taxes for investment properties, deposit assistance, non-discrimination against tenants with Section 8 vouchers.	3/10/2025 11:23 AM
148	Make the material cheaper to build housing. Giving money to low income home owners is a band aide. We need to address the real problem and fix it.	3/10/2025 10:32 AM
149	Allow housing to be built. Cut regulations	3/10/2025 8:27 AM
150	Strategically choose locations to build affordable housing in areas that will allow for ease of access to health services, shopping and job opportunities for the inhabitants.	3/10/2025 8:17 AM
151	City working with local real estate owners to make affordable housing via tax credits, low cost city land, etc. Memberships to local gyms like YMCA to keep kids out of trouble. Programs for kids. Food stamps for NEEDED foods.	3/10/2025 7:35 AM
152	People should find jobs	3/9/2025 11:40 PM
153	Infill in Southside and North Elevation. Spur on development by finally upgrading South Park Pool to an indoor facility.	3/9/2025 1:58 PM
154	Create more jobs, entry level. Greater access to job training services, resume building, interview skills, financial savings workshops and budgeting, and the classes on saving money.	3/9/2025 10:22 AM
155	None	3/9/2025 9:59 AM
156	Get the dang interest rates under control or subsidized for First Time Buyers	3/9/2025 8:56 AM
157	Create low to moderate income housing neigborhoods using community land trusts	3/8/2025 7:09 AM
158	Make it affordable.	3/8/2025 6:28 AM
159	There are not enough options for families who HAVE purchased a home before, but do not currently own a home. Without being a first-time home buyer or a veteran, little assistance is available to these families.	3/7/2025 6:35 PM
160	Use the money to give people and homes as soon as possible when they are at risk of home lessons.	3/7/2025 3:44 PM
161	Cut about 90% of useless regulations and streamline the approval process thus reducing building costs by 25%.	3/7/2025 11:47 AM
162	work with developers, relax requirements and provide variances. basically make it easy, and cost effective to build rental properties	3/7/2025 10:42 AM
163	Better Screening, better management! Needs to be a cap on cost of resale of crappy homes. Don’t sell $25,000 home for $200,000!	3/7/2025 10:16 AM
164	Using vacant buildings for homeless shelters. And lowering rent cost in the state.	3/7/2025 9:33 AM
165	Reduce red tape for builders and developers	3/7/2025 9:06 AM
166	Any assistance should only go to American citizens	3/6/2025 9:41 PM
167	The city should be more pro-active in buying up homes and renovate the mechanics of the home; HVAC, Electrical, plumbing...NOT cosmetic	3/6/2025 1:52 PM
168	Continue with first time buyer programs	3/6/2025 1:33 PM
169	NA	3/6/2025 1:33 PM
170	Build more housing, particularly in infill areas near amenities like schools, grocery stores, and the library.	3/6/2025 1:17 PM
171	None	3/6/2025 12:24 PM

172	buyers need help with downpayments and closing costs to purchase.	3/6/2025 10:57 AM
173	USE HOUSING VOUCHERS FOR THOSE IN NEED OF HOMES. SIMILAR TO HUD / VASH - THE VOUCHERS COULD / SHOULD BE ALLOWED IN ANY TYPOE OF RENTAL UNIT, ANYWHERE IN TOWN.	3/6/2025 10:19 AM
174	Lower taxes	3/6/2025 10:08 AM
175	Na	3/6/2025 8:47 AM
176	We need first time homebuyers programs back! With current prices and interest rates it has really set back first time homebuyers being able to purchase their first home.	3/6/2025 8:27 AM
177	Assisting investors with acquiring homes for more affordable housing	3/6/2025 4:31 AM
178	Discourage short-term vacation rentals. Houses are vacant for months. There should be a penalty for unregistered short-term rental landlords.	3/5/2025 5:53 PM
179	improve buyer programs, encourage neighborhoods with innovative building practices to increase build time and budgets	3/5/2025 5:30 PM
180	Cap the rent! Enforce stricter rules on how rent can be raised, and how much the landlord can charge for a deposit. Make it a percentage of the monthly rent. Remove the option for owners to give thirty day notice for tenant to vacate so they can raise the rent without a fight. Make them give 90 day notice to vacate. As for buying, the programs you have available leave out a large chunk of the population who need help because of the income requirements. Money doesn’t go as far as it used to.	3/5/2025 5:05 PM
181	Tax increment financing for low-income housing development anywhere in the city	3/5/2025 4:31 PM
182	None	3/5/2025 4:11 PM
183	Hello, the best way to build safe neighborhoods in our community is to support 1st Time Homebuyer programs. When citizens become homeowners, they are solid and will take more interest in our amazing city. This has been proven many times over the years.	3/5/2025 3:05 PM
184	Lessen the amount of short term rentals	3/5/2025 3:00 PM
185	Community Land Trust Model	3/5/2025 1:41 PM
186	Give builders tax incentive to build affordable housing, possibly lease land vs own land to enhance affordability	3/5/2025 1:38 PM
187	More homes	3/5/2025 1:34 PM
188	A lot of rental housing is being built, but most of it is unaffordable.	3/5/2025 1:17 PM
189	It would be great if we could get more houses like the ones down by Cabela's, they are very well built and people were able to get them without paying for the land until they sold. I am wondering why we don't have more of them?	3/5/2025 11:28 AM
190	!. make the options actually affordable on a singe minimum wage earning 2. re furbish abandoned properties to make them livable 3.remove discriminatory practice against felons. If you voted for one you can rent to one. if they screw up take action, but first give them a chance. 4. concentrate hardon these issues before worrying about improving parks OR stop complaining about urban camping particularly in the parks.	3/5/2025 11:05 AM
191	Look into missing middle housing for people of all ages (families and senior adults). Offer incentives for the conversion of larger homes into duplexes to house more families using existing structures.	3/5/2025 10:38 AM
192	We need to work on age related projects, we need some senior specific low income housing to go into our community that is managed by people who understand the population. We also need to see ways for first time home buyers to gain entry into homes and the encouragement of accessory dwilling units for older adult care.	3/5/2025 9:59 AM
193	Use the city's ability to bond for much lower rates as well as leverage underdeveloped land parcels the city owns to incentivize public private partnerships to develop housing units that require a percentage of the units to be affordable units. Prioritize infill development opportunities and throw every incentive at them because at the end of the day, they'll contribute more in taxes and that's how the city recoups its investment. Lower the bar of entry	3/5/2025 9:54 AM

	for small incremental developers to create ADUs and smaller affordable units. This would include expediting permitting, removing parking mandates, & allowing single staircases for low rise buildings. Standardize some templates of units and provide them on the city's website with a checklist of which permits are required, their costs, & their deadlines. Partner with local churches to leverage their empty properties and parking lots to generate revenue for them as well as create affordable housing units that would house more people and could drive more patrons to go to said churches.	
194	I am a realtor and I have a lot of buyers that have good credit and can make the payments but just need down payment assistance.	3/5/2025 9:30 AM
195	Decrease regulatory cost, implement policy that incentivizes infill development	3/5/2025 8:36 AM
196	Have builders - developers purchase bare land, set up for lease, for modulars and or ADU's small move on house units . Seller remains owner of land, but leases to residential homes, due to no affordable land available. They do this in AZ and FL all the time. It is the only way new families will be able to own and not rent a home, but lease the land it is on. I have land in the "county" for sale that would be excellent for this. These owners , then could focus on living and making more money for a move up.	3/5/2025 7:44 AM
197	I think loans are important for first time home owners, anything we can do to help and make it affordable!	3/5/2025 5:48 AM
198	Build homes for the lower income professions, teachers, law enforcement to purchase by use of "Trust Lands" thus building their individual wealth.	3/5/2025 5:19 AM
199	I'm not sure. Renters in this town have always had a hard time finding a place to live.	3/4/2025 8:01 PM
200	I wish I knew.	3/4/2025 7:44 PM
201	?	3/4/2025 7:23 PM
202	We need more options for decent homes $300 or less.	3/4/2025 6:39 PM
203	Slashing the budget for affordable housing is a bad idea. We have too many people living on the street in Billings. People can't really expect to work and be productive at school if they don't even have affordable options for places to live.	3/4/2025 6:20 PM
204	Please continue with every first-time home buyer credit, assistance or program available. Home ownership is the key to a strong & successful community.	3/4/2025 5:47 PM
205	Middle density projects of 2-4 unit dwellings. More variation within West end neighborhoods to allow for different density options. Streamlining the process for ADU development.	3/4/2025 4:50 PM
206	Don’t get rid of the first time home buyer down payment assistance program.	3/4/2025 4:19 PM
207	Lower taxes	3/4/2025 4:15 PM
208	This is a multi-faceted question. The down-payment assistance program helps our community members get into otherwise unreachable housing.	3/4/2025 4:09 PM
209	Low interest rate programs for low income/first time home buyers and down payment assistant programs to help them get into a home.	3/4/2025 3:57 PM
210	It’s very hard for buyers to afford homes already. They need help with down payments to get into homes	3/4/2025 3:36 PM
211	More single person to single family occupancy. Small units that can be rented or owned for low income. A sense of ownership	3/4/2025 3:32 PM
212	Create a sales tax to relieve property tax costs.	3/4/2025 3:30 PM
213	Continuing to provide down payment assistance programs. First time home buyers have it hard enough with rising home prices and interest rates.	3/4/2025 3:20 PM
214	None	3/4/2025 3:18 PM
215	Buy and renovate existing properties ro be multi family dwellings	3/4/2025 3:03 PM
216	I believe that home buyers need assistance with a down payment and closing costs the most when buying a home. Since rates are higher, they may need to also try and buy down the	3/4/2025 3:02 PM

	interest rate in order to afford the monthly payment. Programs such as down payment assistance is a must have for buyers!	
217	Keep improving to help first time home buyers and services for veterans and military families.	3/4/2025 2:19 PM
218	Reduce barriers, costs, processing times for builders to build affordable housing.	3/4/2025 2:12 PM
219	Many new potential home owners can easily make monthly payments. Due to inflation rates the savings for down payments and closing costs has been very hard. Many people are out there that want to buy homes but need a little help.	3/4/2025 1:56 PM
220	Working with Habitat for Humanity to build more homes for low income families.	3/4/2025 1:46 PM
221	Might be beneficial if some of the abandoned homes around the area were renovated and used as low income/affordable housing.	3/4/2025 1:29 PM
222	If the City is going to be involved in rehabing vacant and/or foreclosed properties they should not be for sale in the mid #350K. Truely low income individuals/families cant qualify for that. I don't consider a home listed at $350K to be low income.	3/4/2025 1:25 PM
223	Rehab of older homes in older neighborhoods I think is the best way to move forward. Partner with major local employers to provide homeownership incentives for employees. Restore abandoned commercial buildings into mixed-use residential spaces.	3/4/2025 1:23 PM
224	Buy down the interest rate for first time home buyers.	3/4/2025 12:46 PM
225	Affordable housing is difficult to tackle. Creating subsidies and "free money" from the govt certainly isnt the answer. Builders need to be profitable, so there needs to be work done on the supply chain to lower costs. My suggestion would be, if there is govt money or handouts tied to afforable housing, it needs to come with a path to improving the income of the recipient. Low interest loans to make schooling mor affordable to get inot a higher paying job etc.	3/4/2025 12:40 PM
226	Mandate lower application fees for renters, especially low income. Build more housing opportunities	3/4/2025 12:22 PM
227	Homeownership is struggling now with higher property taxes and higher homeowners insurance costs. Which are half of normal households "house payments". Then for homeowners that do not have 20% down payment (Not counting buyer closing costs etc to buy a home) the mortgage guarantee insurance is a few hundred dollars a month on top of your monthly payment. /. Rents go up with property owners receiving larger property tax bills and higher insurance bills. Lower mortgage interest rates = lower payments & lower rent	3/4/2025 12:15 PM
228	Definitely updating, modifying existing inventory to create affordable housing.	3/4/2025 12:03 PM
229	Reduce city fees and regulation that burdens new construction. Use common sense when inspecting electrical upgrades. Some homes need new panels but to move them more than 6 feet to avoid a stairwell location the additional cost to bring everything up to code is stopping them from making the upgrade. Some of these old panels are a major fire just waiting to happen.	3/4/2025 11:37 AM
230	More FHA assistance.	3/4/2025 11:21 AM
231	Continue helping people with closing costs and down payment assistance to get into their own homes.	3/4/2025 11:17 AM
232	None	3/4/2025 10:58 AM
233	Housing affordability is directly related to employee income. Home prices surged in the Billings area, but incomes did not increase at the same rate. Focus on renovation of homes and neighborhoods that would truly be affordable to Billings working citizens. Focus on assistance to small businesses as well that could help improve neighborhoods and subsequently their desirability for home buyers.	3/4/2025 10:58 AM
234	First time home buyer incentives	3/4/2025 10:42 AM
235	N/A	3/4/2025 10:24 AM
236	I love the idea of finding a way to take run down homes and fix them up to resell to lower income people. There are so many homes just sitting vacant in Billings that I would love to see fixed up for families to live in.	3/4/2025 10:23 AM

237	Expanding availablity of ADUs and the abilty to finance them independently	3/4/2025 10:23 AM
238	Improving affordable housing options in Billings requires a multi-faceted approach to address supply, accessibility, and affordability. 1. Encourage Infill Development Utilize vacant lots or underused spaces in the city to create new housing units, including duplexes, triplexes, and small apartment buildings. Streamline the permitting process for infill projects to reduce costs and timelines. 2. Support Accessory Dwelling Units (ADUs) Update zoning regulations to allow and encourage ADUs, such as basement apartments or backyard cottages. Provide incentives or grants for homeowners to build ADUs, especially near employment hubs and public transit. 3. Rehabilitate Existing Properties Offer low-interest loans or grants for landlords and homeowners to renovate older properties and bring them up to livable standards. Partner with nonprofits to refurbish vacant or distressed properties for affordable housing. 4. Expand Zoning for Mixed-Use Developments Encourage mixed-use developments that combine residential, commercial, and retail spaces to maximize land use and create walkable neighborhoods. Allow higher-density housing options like townhomes, apartments, and micro-housing units in areas close to schools, parks, and transit. 5. Public-Private Partnerships Collaborate with developers to build affordable housing by offering tax breaks, land discounts, or infrastructure support. Partner with nonprofits like Habitat for Humanity to construct or renovate affordable homes. 6. Incentivize Affordable Housing Provide density bonuses or reduced fees for developers who include affordable units in their projects. Explore inclusionary zoning policies requiring a percentage of new developments to be affordable. 7. Promote Community Land Trusts Establish or expand community land trusts (CLTs) to create long-term affordable housing options by separating land ownership from homeownership. 8. Leverage Federal and State Programs Apply for funding from HUD programs like HOME Investment Partnerships or the Low-Income Housing Tax Credit (LIHTC). Work with the Montana Department of Commerce to access grants and financing for affordable housing projects. 9. Develop Workforce Housing Focus on creating affordable housing options for essential workers such as teachers, nurses, and first responders. Collaborate with local employers to co-finance workforce housing near employment centers. 10. Increase Public Transit and Infrastructure Expand public transit options to connect affordable housing areas with job centers, schools, and amenities. Improve infrastructure in areas where affordable housing development is planned to attract investments. 11. Community Engagement Host forums and workshops to gather input from residents on affordable housing needs. Educate the community about the benefits of affordable housing to reduce stigma and opposition to new developments.	3/4/2025 10:16 AM
239	Our continually rising water bills is ridiculous, get a handle on this astronomical pricing!	3/4/2025 10:08 AM
240	none	3/4/2025 10:07 AM
241	Cost of the land purchased? Purchasing land for affordable housing is high cost districts such as the West End????	3/4/2025 9:51 AM
242	We need the Federal funds to continue to help families with down payment assistance. With out this opportunity, many will never have the opportunity to purchase a home.	3/4/2025 9:47 AM
243	We need more housing at ALL levels. Step-up homes allow for first-time homebuyers to get into our older housing stock.	3/4/2025 9:36 AM
244	n/a	3/4/2025 9:09 AM
245	We need more low-income housing/apartments. I have working clients I can't find housing for due to all low-income housing is full and a long waiting list.	3/4/2025 8:49 AM
246	Allow more development and funding for those willing to provide actual affordable housing. Remove some of the barriers to developers	3/4/2025 8:48 AM
247	Stop building apartment complex around houses	3/4/2025 8:31 AM
248	Build more low income housing	3/4/2025 8:20 AM
249	Cap the rental prices they are out of hand or build more affordable housing	3/4/2025 7:44 AM
250	Help people with closing cost	3/4/2025 7:28 AM
251	We need more housing stock. Both for home owner opportunities AND rental assistance opportunities.	3/4/2025 7:16 AM
252	Senior housing needs to be addressed. Seniors in Senior housing have very limited income and a majority of them are struggling.	3/4/2025 7:11 AM

253	Rent control	3/4/2025 7:06 AM
254	Stop letting corporations/companies and career landlords buy up all the housing and raise the rent	3/4/2025 2:32 AM
255	Lower cost	3/4/2025 12:51 AM
256	Stop corporations from buying all the real estate and then charging astronomical rents.	3/3/2025 11:06 PM
257	None	3/3/2025 10:56 PM
258	More income based options. Refurbish the old vacant hotels into efficiency apartments.	3/3/2025 10:52 PM
259	Make housing actually affordable to the hard working low income families. They should have 2-3 jobs and still can't afford rent. Rent control!!!	3/3/2025 10:41 PM
260	.	3/3/2025 10:15 PM
261	none	3/3/2025 10:03 PM
262	Rent control higher taxes on income property out of state people owning housing	3/3/2025 10:00 PM
263	Increase starter housing units	3/3/2025 9:48 PM
264	Less upscale condos more realistic plans with less square footage, basic amenities, access to safe neighborhoods and transportation routes.	3/3/2025 9:35 PM
265	Build small houses that would be affordable!	3/3/2025 9:33 PM
266	I don't feel qualified enough to be able to answer that question	3/3/2025 9:27 PM
267	Rents are to high	3/3/2025 9:23 PM
268	Keep schools and parks vital in downtown and encourage home ownership in core of town	3/3/2025 9:20 PM
269		3/3/2025 9:14 PM
270	Tiny house groupings like Bozeman is doing.	3/3/2025 8:59 PM
271	allow for mixed use zoning (housing on top of commercial) rent controls	3/3/2025 8:44 PM
272	New low income rental development needs to be actually affordable for low income families. We need options for folks to transition from homelessness to being housed. Low or no cost shelter like tiny homes or efficiency apartments	3/3/2025 8:12 PM
273	We need to get folks working paying their own way instead of enabling them, waiting for handouts. This is becoming generational. Maybe more habitat for humanity where people put some time and effort into getting assistance. Maybe they will be more appreciative and take better care of what is given them.	3/3/2025 8:09 PM
274	Lower taxes and water bills.	3/3/2025 8:07 PM
275	Low rent advisable improvement	3/3/2025 7:55 PM
276	the housing affordability needs to be for both low and median income. low income is already gaining services while median isn’t getting any assistance.	3/3/2025 7:40 PM
277	Tax second homes at much higher rate than property owned and resided homes. Prioritize infill properties to add more homes in areas alreadt exisitng and allow accessory dwelling units.	3/3/2025 7:38 PM
278	NA	3/3/2025 7:36 PM
279	.	3/3/2025 7:21 PM
280	Affordable housing in Billings is not affordable. More single family dwellings rather than apartments and keep it simple to keep prices down.	3/3/2025 7:03 PM
281	Need more of it, but targeted to low and middle income earners. Incentives for first time homebuyers. Add a tiny home community in town, with owned tiny homes, with covenants or a small HOA, but ownership only, perhaps through a special loan program. One way to make things more affordable is to go smaller, but sustainable.	3/3/2025 7:00 PM
282	STOP paying all the rents!!!!! 3 month maximum rent assistance!	3/3/2025 6:50 PM

283	Require developers to include mixed income options in their large neighborhood developments so there's a healthy mix and schools benefit from diversity	3/3/2025 6:42 PM
284	Provide developers with incentives to build infill projects, rather than more urban sprawl.	3/3/2025 6:14 PM
285	Lower home taxes	3/3/2025 6:04 PM
286	There are to many abandoned or run down properties on the south side. They not only bring down home values but are a safety concern and sitting there empty while we have a serious housing problem. Infill building should also be encouraged as well as established procedures to build and utilize AUDs for smaller density increases	3/3/2025 6:04 PM
287	You didn’t ask the most important category- does the city need to invest in serving the homeless. Supporting the Montana Rescue Mission. This survey is poorly conceived if this is not addressed.	3/3/2025 6:02 PM
288	Would it be possible to set up a sort of revolving loan fund to assist home buyers (first-time or low-to-moderate income) with purchasing or renovating a home? is there another way to subsidize these efforts in a responsible manner?	3/3/2025 4:42 PM
289	Improved areas with focus on crime prevention.	3/3/2025 4:29 PM
290	To make it more affordable to rent.	3/3/2025 4:25 PM
291	Incentive owner-occupied purchases vs. investor rental purchases of previously owner-occupied homes; examine incentives for owner-occupied purchases in neighborhood with lower relative values (ex: https://lacrossepromise.org/);	3/3/2025 4:19 PM
292	elect city leadership who are committed to affordable housing city council, mayor, administrator work together with community organizations to design and apply for funds for affordable housing	3/3/2025 4:19 PM
293	My suggestion is to continue having assistance programs. This helps affordability for first-time home buyers significantly. It’s great to have several options for assistance.	3/3/2025 4:10 PM
294	Expand successful programs such as Habitat for Humanity	3/3/2025 4:09 PM
295	While we do need multifamily housing stock. We also need smaller first time homes and smaller homes for older adults that want to decrease their house size. Luxury apartments are great, but we need to have affordable units as a part of the mix in this housing as well.	3/3/2025 3:48 PM
296	We need more low-income housing apartments- no one can afford to live in this economy.	3/3/2025 3:47 PM
297	FIND A WAY RO MAKE "AFFORDABLE" HOUSING TO BE ACTUALLU AFFORDABLE. 2600 A MONTH FOR A 2 BEDROOM IS NOT AFFORDABLE HOUSING. PEOPLE PAY BECAUSE THEY HAVE TO NOT BECAUSE THEUY CAN AFFORD IT, ONE SMALL HICK-UP AND THEY ARE OUT AND EVICTED AND HOMELESS WITHOUT OTHER OPTIONS! HAVE RESOUECSE AVAILIBEL TO DEPOSIT ASSISTANCE, THE 3X YOUR RENT AMOUNT RATIO BEING USED IT NOT DO-ABLE WHEN THE RENT IS NOT AFFORDABLE TO BEGIN WITH! I KNOW YOU CAN'T CONTROL A PRIVATE LANDLORD BUT YOU COULD FIND A WAY TO CREATE AN INCENTIVE IF THEY ARE WILLING TO PRICE AT A FAIR MARKET RENT	3/3/2025 3:45 PM
298	application fees need to be more affordable or streamlined so an applicant does not spend a lot of money trying to get a place to live. Cap on rental prices	3/3/2025 3:40 PM
299	increase supply of housing specifically low-income restricted units that are only for low-income individuals in addition to additional city support for non-profits working on addressing housing needs in the community including funding	3/3/2025 3:40 PM
300	use money to build homes similar to how Habitat for Humanity builds homes, if family members unable to help, use volunteers and students from Career center, etc to help	3/3/2025 3:29 PM
301	Caps on rent, responsibility for landlords to help neighborhoods by maintaining properties	3/3/2025 3:20 PM
302	. Put cap on landlords from raising the rents to an unaffordable standard. For example, if my rent is $600.00 a month it could not be raised to $1600 without a gradual increase. And there should be a ceiling on how much the rent can be increased. . Build more affordable places to rent. . Help homeowners to maintain their current homes so they are not forced to move and sell their homes. Such as health hazardous conditions.	3/3/2025 3:16 PM

303	The economy and expenses have far surpassed the income a family can earn. Education on how to budget should be required when utilizing social services. If we don't teach our community how to climb out of poverty, we will remain in cyclical/generational dependence on social service programs.	3/3/2025 3:10 PM
304	Housing for felons getting their own apartment after sober living. That does not double the rent simply because you are a felon.	3/3/2025 3:09 PM
305	More, affordable, quality places that accept HCV vouchers or offers project based Section 8.	3/3/2025 3:07 PM
306	Please fund any applications/programs from our Public Housing Authority	3/3/2025 3:04 PM
307	NA	3/3/2025 3:04 PM
308	Not sure just feel it's something we struggle with.	3/3/2025 2:59 PM
309	n/a	3/3/2025 2:58 PM
310	Working more closely with housing agencies within Billings on the current needs for the community. Be more involved in the conversations regarding the housing crisis.	3/3/2025 2:56 PM
311	not sure	3/3/2025 2:56 PM
312	Lowering the rent	3/3/2025 2:53 PM
313	1. ADA Accessible Low barrier shelter. 2. ADA Accessible Permanent Supportive Housing 3. Transportation assistance unless/until MET Transit is more reliable for varied schedules. 4. Supportive services on Sunday — keep the library open at a minimum for warming/cooling 5. Stop screening people OUT and start welcoming people IN regardless of religion, disabilities, employability, etc.	3/3/2025 2:50 PM
314	Not sure	3/3/2025 2:50 PM
315	Cap the amount landlords can increase rent in a certain time period. More access to rental and deposit assistance for renters that come upon financial hardships.	3/3/2025 2:49 PM
316	1. Expand and Strengthen Inclusionary Zoning Policies 2. Establish a Local Affordable Housing Trust Fund 3. Incentivize Accessory Dwelling Units (ADUs) 4. Convert Underutilized Commercial Spaces into Housing 5. Partner with Nonprofits and Faith-Based Organizations 6. Streamline the Development and Permitting Process 7. Expand Rental Assistance and Housing Vouchers 8. Support Workforce and Middle-Income Housing 9. Invest in Homelessness Prevention and Permanent Supportive Housing 10. Strengthen Tenant Protections and Affordable Housing Policies	3/3/2025 2:38 PM
317	Please continue funding first time homebuyer programs. Homeownership creates great neighborhoods, responsible city residents and helps families improve their lives overall.	3/3/2025 2:00 PM
318	Down payment assistance funding/programs/grants	3/3/2025 1:34 PM
319	Stop allowing those with the money, means and bullying tactics to force the agenda for those it hurts the most.	3/3/2025 1:14 PM
320	Low interest rates for first time homeowners	3/3/2025 12:13 PM
321	Review building codes and requirement for redundant or burdensome regulations--but be careful about putting developers on these review committees :)	3/3/2025 11:35 AM
322	Low income dense homes with high standard codes to keep them looking clean, tidy and safe	3/3/2025 11:27 AM
323	I don't know	3/3/2025 11:13 AM
324	none	3/3/2025 11:04 AM
325	Using empty lots to create pockets of tiny homes. Homes such as these permit single folks, college students, young adults, and retirees to have a safe place to call home.	3/3/2025 11:04 AM
326	Old Hotels and schools to be refurbished into apartments.	3/3/2025 11:03 AM
327	Bringing down property taxes! Seniors are being pushed from their homes. Enough with the mill levies - we are paying enough taxes!	3/3/2025 10:59 AM
328	Solar programs should be dependent on State legislation. Too much diversity between solar	3/3/2025 10:38 AM

	vendors. Leases vs liens vs cash purchases. What is the buy back policy from Electric utility companies.	
329	Rent caps - down payment assistance for first time homebuyers,	2/28/2025 3:48 PM
330	Building more affordable housing.	2/28/2025 1:03 PM
331	First time home buyers are facing the biggest hurdle in the housing market due to the difficulty of saving money for cash to close in today's economy. They need assistance for down payment and closing costs in order to achieve home ownership. Home ownership puts young families on a path to financial stability and wealth. We can't afford to allow our young families be stuck in a vicious cycle of paying rent for life with nothing to show for their hard earned money.	2/28/2025 11:02 AM
332	Community land trusts would allow affordable housing, keeping prices low while improving the area values	2/28/2025 8:03 AM
333	Continued support for first time home buyers by providing First Time Home Buyer DPA programs.	2/27/2025 4:28 PM
334	Eat the rich	2/27/2025 10:23 AM
335	Pets welcome! They are family too.	2/25/2025 6:38 AM
336	Like many others, I see the problem, but solutions are not clear… I guess just more housing in general, whether rent or own.	2/24/2025 8:25 PM
337	Loans for first time low income home buyers	2/24/2025 11:30 AM
338	Property taxes cripple affordable housing. Mortgage up. $100 a month, a lot for seniors. 2 weeks of groceries .. so guess what got cut.	2/23/2025 7:29 PM
339	Allow more multi-unit construction; create more mixed-use development	2/22/2025 5:07 PM
340	With low wages and high cost of living, one must work 2-3 jobs just to pay rent, especially if single parent on one income. It’s outrageous. Please lower the cost of housing for tax brackets under 100,000 and or increase wages so everyday Montanans in Yellowstone County can afford a clean, safe decent place to live. We also need to build new and or have some overnight with existing landlords. The landlords in this area are slumlords with no oversight. They put no money into maintaining/fixing up run down, unsafe, mold ridden houses for no less than $1800/mo. for a two bedroom!	2/22/2025 2:17 PM
341	na	2/22/2025 12:03 PM
342	give more financial resources locally without demands of payments out of range and high interest.	2/22/2025 10:22 AM
343	Increase density / walkability; more regulations on landlords	2/22/2025 10:04 AM
344	Make the program more k ow, a lot of low income don't know about it. Also, low income is too low. Needs to be higher in this day	2/22/2025 6:19 AM
345	Give incentives to small rental Property Owners to keep rents low. That way it allows for lower earners to stay in their homes. You could keep homeowners and check by them, turning in receipts for improvements and deposit slips for some sort of reimbursement that way the city knows where the money went and it keeps the homeowners honest.	2/21/2025 6:25 PM
346	As a homeowner that had an unexpected life event occur causing it to become difficult for me to make my mortgage payments at one point, I found it overly difficult to find help and resources to keep me from becoming delinquent. I could only qualify for assistance if I was well past due to a dangerous degree. If i were to put myself in that position to qualify for help, that help would actually cost programs more money in just late fees and penalties than what I needed to bridge the gap BEFORE I became delinquent.	2/21/2025 4:05 PM
347	Nothing	2/21/2025 12:00 AM
348	Too many large-scale companies are coming in, taking up property, and building what are supposedly "affordable" apartments/houses. Most people cannot afford a studio apartment that costs $1200+/month, even with two incomes. There are vacant/abandoned buildings and houses throughout the city; if these could be renovated, we could open up more affordable housing options without having to take up more property/land.	2/20/2025 10:24 PM

349	Implement an incentive program funded locally for area businesses, community organizations, and / or developers that agree to sponsor / support new affordable housing developments or renovate buildings to create more affordable housing options.	2/20/2025 2:00 PM
350	Build more affordable housing including very cheap housing for people who are close to homelessness.	2/20/2025 11:42 AM
351	more low income housing units. help with deposits and first months rent.	2/20/2025 10:14 AM
352	First off there has to be an investment on both sides. Too many times I have worked in low income housing as a sub contractor and the waste is unbelievable. Open windows on sub zero days, loads and loads of high carb foods, big flat screen tvs etc…. I just believe that there needs to be less empathy and more structure. Free stuff is just that…….free. And with no investment in their side then what is their loss?	2/20/2025 8:51 AM
353	Do away with the down payment ‘programs’ as many don’t qualify based on the requirements for financing as it is. (Dti, Fico score).	2/20/2025 5:29 AM
354	None	2/20/2025 5:17 AM
355	Bring the prices down between rent car insurance and car payment phone and pharmacy hardly any money for food the health food	2/20/2025 12:58 AM
356	None	2/19/2025 9:46 PM
357	Increased income based apartments	2/19/2025 8:24 PM
358	Section needs more strict supervision. Two people move into an apartment and then a week later 10 people live there.	2/19/2025 8:11 PM
359	Inclusionary zoning, Accessory Dwelling Units, and micro housing and modular construction have been successful in other places.	2/19/2025 8:01 PM
360	.	2/19/2025 7:55 PM
361	Build more subsidized housing	2/19/2025 6:48 PM
362	Build more 2-3 bedroom homes with small yards. Home buyers could put in sweat equity.	2/19/2025 6:42 PM
363	Encourage people to work for their own homes and stop enabling them.	2/19/2025 6:32 PM
364	Stop building new upscale buildings people can't afford to live in. Renovate older buildings or empty buildings into housing.	2/19/2025 6:28 PM
365	Until more housing can be built, funds need to be available for people who are trying to pay rent. The income limit needs to be raised to qualify because even in just social security, one person cannot afford rent in Billings. There should also be funds set aside for people who need assistance with a down payment for a new home and/or a reduced payment for the loan for a certain number of years. People need time to get back on their feet. Living costs are too exoensive.	2/19/2025 5:45 PM
366	It would be pretty great if we could invest in pockets of tiny homes for small families or single individuals. Not like large areas, but maybe lots that could have a 6-home capacity. This could diversify neighborhoods which helps keep property values strong vs empty and undeveloped lots in assorted neighborhoods.	2/19/2025 5:40 PM
367	It is not the city’s (Governments in general) job to buy/subsidized housing for people who can’t afford it. Put the money to infrastructure (roads, bridges, sidewalks) in neighborhoods. Hire local companies who can then provide jobs to people so they are no longer “low income” and can afford standard housing.	2/19/2025 5:37 PM
368	Make due	2/19/2025 5:05 PM
369	Combining affordable housing units with on-site support services like mental health counseling, substance abuse treatment, and employment assistance, particularly for individuals with complex needs. An apartment complex that has all the services low income/homeless need. Include day free/reduced cost daycare on site.	2/19/2025 3:45 PM
370	Establish a resort tax. Abolish the practice of asking for mill levy’s and increase taxes to fund desperately needed funding for the city.	2/19/2025 3:42 PM

371	Help for grandparents raising grandkids	2/19/2025 3:28 PM
372	Build more apartment complexes or institute rent control. Encourage Attached Dwelling Units. Provide government funding to local housing focused non profits	2/19/2025 2:55 PM
373	Focus on reduced rent and buying options with education needed to keep up with payments and maintenance in the long term. Combat learned helplesness.	2/19/2025 10:13 AM
374	None	2/18/2025 8:29 PM
375	Billings has too many slum lords who take advantage of those who have no other choices. Billings should partner with groups like CLDI who provide a holistic package to help those who are low income become housed. They offer financial planning and counseling and also housing. Partnering with a group like this takes the burden off the city and into the hands of a group who has proven success.	2/18/2025 3:59 PM
376	I	2/18/2025 3:49 PM
377	Tax credits, flexible zoning, rent control, and better transportation all combined with access to healthcare and job training	2/18/2025 2:16 PM
378	Find ways to help people find affordable housing	2/12/2025 5:36 PM
379	Tax credits, low interest rates, more low income housing that isn't worn down and in horrible condition.	2/11/2025 3:38 PM
380	Billings desperately needs low-barrier shelter, followed immediately by Permanent Supportive Housing	2/11/2025 12:17 PM
381	Create a moratorium on out of state corporations owning multi-plex & single family homes.	2/11/2025 11:51 AM
382	Renovate some of the buildings into affordable apartments - old Colburns buildings on Montana, buildings on First Avenue South.	2/11/2025 11:15 AM
383	Grocery stores on the southside. more apartments and less slumlords on the north and south side. less human trafficking motels and landlords. rental regulations that minimize slumlords' ability to rent houses and apartments that are below health standards and falling apart. RENT CONTROL!!!	2/11/2025 9:51 AM
384	I highly suggest that we utilize the space we have and build in/renovate the neighborhoods we have instead of consistently spreading West End. Build more apartment buildings where there were once old buildings. We need more jobs available that will benefit the Southside and Northside. We need affordable grocery options with more access to fresh food, healthy family entertainment options outside of bars or casinos (skating rinks, bowling alleys, arcades, immersive art centers, within walking distance for those areas, more engaged park spaces (renovated basketball courts, art installations, amphitheaters, built-in games like chess boards, etc.), and improved walking environments (tree covered paths, art related coverings, man made streams, etc.).	2/11/2025 9:08 AM
385	Key word is affordable. The current housing stock is not affordable. Our community could use more income based/low income housing options.	2/10/2025 8:38 AM
386	NA	2/10/2025 7:50 AM
387	I believe the biggest issue in housing affordability is the people who build the homes aren't building the homes we actually need because they are more incentivized to build what we don't need. Unless we fix that fundamental issue, piecemeal changes will always fall short of making a real impact. I see that builders have no real incentive to develop multifamily housing over single-family homes. The profit margins, risk levels, and financing structures all favor SFRs, which limits housing diversity and affordability. The challenge is making multifamily and affordable housing just as attractive as SFRs. Here are a few ideas that could help: Waive capital gains tax on affordable housing developments (if builders sell the properties as owner-occupied). This could be offset by a small repayment structure from homeowners over 30 years to recapture some of the government's lost revenue. This keeps the program revenue-neutral but attractive to builders. I also believe affordable housing should mean smaller, less extravagant units—not appreciation-capped or overly restricted housing. Pre-approved, state-endorsed, development plans for affordable housing that streamline permitting and reduce soft costs. If builders know they can develop a profitable, code-compliant multifamily project without battling zoning restrictions and city approvals, they're much more likely to choose it	2/8/2025 12:35 PM

	over SFRs. This could include standardized structure plans, community bylaws, and repeatable development blueprints. Low- or no-interest infrastructure loans for builders who develop multifamily or affordable housing, ensuring upfront costs don't push them toward SFRs instead.	
388	Require builders and new developments to have a variety of housing sizes and price points. No more McMansion subdivisions for the ultra wealthy.	2/7/2025 7:59 PM
389	Make new developments include affordable housing as a portion of the apartments being built. Give money to HomeWord to make more developments. Build a tiny home community for the homeless.	2/7/2025 2:25 PM
390	Provide landlord incentives to accept low income tenants with challenging backgrounds.	2/7/2025 1:46 PM
391	N/A	2/7/2025 11:51 AM
392	Zone for ADUs and Tiny Homes.	2/7/2025 11:24 AM
393	More section 8 housing option in addition to lower rent options that do not have lower safety.	2/7/2025 11:21 AM
394	More resources for disabled veterans and more street lights in neighborhoods.	2/7/2025 11:21 AM
395	-More apartments -More apartments with access to good public transporation -Incentives for exsisting landlords to provide affordable housing -priortize mental health and addiction recovery to help get those into housing	2/7/2025 11:16 AM
396	Focus on affordable housing options, not how the Metra or other non-essentials can line Billings and county officials' pockets. Whether true or not, that is the public perception.	2/7/2025 11:14 AM
397	Incentivizing or subsidize development of affordable housing. Developers only seem to want to build housing in the mid to high price range. Even newer multi-family rental options are too expensive for people.	2/7/2025 11:09 AM
398	Cap the rate at which housing companies can increase rent each year. Tax vacant properties at a higher rate. Provide grants to property owners to incentivize renting to low-income families. Provide grants directly to low-income families to pay for security deposits and pet deposits.	2/7/2025 11:08 AM
399	Afforable housing options for homeless people would incredibly benefit our community.	2/7/2025 11:07 AM
400	There needs to be more affordable options for housing. Costs go up when demand exceeds supply, so there needs to be a greater supply of AFFORDABLE housing. A lot of new housing continues to be built but much of it is not affordable for the average wage earner.	2/7/2025 11:06 AM
401	Require landlords with more than x units to dedicate x% of them to be HCV units.	2/7/2025 10:12 AM
402	Make the code department easier to get permitted through we have had a project in the Heights that has been tied up because they could not get approval that is ridiculous	2/7/2025 9:34 AM
403	More mixed-income housing and new apartments in downtown core. Money for infill projects in blighted areas. Council needs to stop expanding city limits and prioritize housing/zoning where ppl actually work/shop/play.	2/7/2025 8:58 AM
404	N/A	2/3/2025 8:29 AM

Q6 Please share any additional thoughts you have about effectively using federal funding from the U.S. Department of Housing & Urban Development (HUD) here in Billings.

Answered: 247 Skipped: 157

#	RESPONSES	DATE
1	Support veteran addiction complete wrap around housing servises.	3/25/2025 7:25 PM
2	The gap between upper class (elite?) is growing further upward from the middle class and the poverty.	3/25/2025 12:51 PM
3	Add egress windows to the list. I'm a homeowner,first time homebuyer, and I desperately need an egress window in my basement bedroom. There are not programs that will help me regarding that.	3/24/2025 3:46 AM
4	Educate homeowners to Except section 8 . No one in Billings takes section 8.	3/22/2025 6:59 PM
5	Community living would improve our city - low income housing areas that have other amenities like a Park close by, laundry services, and grocery store, where a group of families can live together and grow together.	3/22/2025 10:26 AM
6	We need to help more people build wealth by becoming home owners, not renters.	3/21/2025 9:16 AM
7	Housing is needed for teachers and medical personnel.	3/21/2025 9:09 AM
8	We definitely need more affordable housing for low income people	3/20/2025 5:56 PM
9	Our bus stops are in great need to help access. We have very few (maybe no?) benches and/or covered standing at bus stops. I often see people (often elderly) standing in inclement weather with no shelter waiting for the bus.	3/20/2025 10:47 AM
10	I think any Government agency needs to be followed and audited to the fullest extent of the law. I worry about kickbacks and wasteful spending under all of our Government agencies Currently.	3/20/2025 8:11 AM
11	Build affordable homes for people to be proud .	3/19/2025 8:12 PM
12	none	3/18/2025 12:42 PM
13	Homeless Assistance Grants: Provide more funding for programs that address homelessness, including emergency shelter, transitional housing, and permanent supportive housing.	3/18/2025 11:27 AM
14	Less regulations and covenants for land owners. Offering free trees for communities or encouraging a large scale community garden. More focus on Montana qualities like farming/agriculture and self sufficient programs to extend to bee keeping and chicken farming.	3/17/2025 4:10 PM
15	Perhaps funding for tiny home planned development, assistance to a developer to accomplish	3/17/2025 3:09 PM
16	xxx	3/17/2025 3:09 PM
17	Why is everything targeted to low income? Resources to middle incomes need to be included as well for windows, home improvement, etc….not just low income! When Renewal By Anderson gives out all the mailbox ads, and they come to your house and say $65,000 to replace your windows….who can afford that!!! Resources and deductions need to be offered to middle class people that work very hard at 40+ hours a week!!! Not just watching the unemployed guy across the street have HRDC install new windows, plumbing, and concrete work for free!!!!!!!	3/17/2025 11:14 AM
18	Lawn care around our low income apartments could be better.	3/17/2025 6:02 AM
19	Raise the maximum income for Down Payment Assistance. Give a 3 year Property tax assistance on a 3-2-1 reducing scale to help out with the mortgage payment.	3/16/2025 1:54 PM

20	Improve infrastructure	3/14/2025 4:45 PM
21	Not sure	3/14/2025 9:00 AM
22	help with rental assistance... stop hedge funds from buying up all of the properties!	3/13/2025 6:19 PM
23	unknown	3/13/2025 4:31 PM
24	The City of Billings, like most, has lost track of the primary purpose of taxpayers forming a city government - effectively reducing crime through policing and the legal system and providing for infrastructure repair - roads, sewers, parks and public event spaces . Billings definitely has had some big wins, and I think has a great future, but let's get back to basics - improve the traffic flows, cut down on crime, and reduce urban blight through tax breaks and improvement districts rather than dabbling into so many areas of social experimentation.	3/13/2025 3:45 PM
25	Housing should be based on take home pay not on gross pay as that is an unfair and unrealistic number for many people. People do not have to live month to month on gross wages as everything is calculated on but on take home and that is a huge difference in the majority of low income house holds	3/13/2025 3:41 PM
26	More low income housing is needed as well as housing for the mentally ill and physically disabled.	3/13/2025 3:36 PM
27	x	3/13/2025 2:53 PM
28	Prioritize the funding to help older residents so they can remain independent and to help low income citizens. A tiny home community or two would be really great.	3/13/2025 1:30 PM
29	See above answer.	3/13/2025 10:55 AM
30	I think we should build more bike lanes that are separated from traffic and are maintained throughout the year. Creating projects to help winterize their homes who are unable to afford the upgrades, with vouchers or discounts to purchase and install more energy efficient windows, insulation, roofs would help to offset the cost burden of these upgrades that would make their homes more energy efficient and therefore lower their utility bills. I think we should not be considering selling any public parks, because green spaces show to have a positive impact on the health of the people who visit them and the people who live nearby. I think we should also consider upgrading the sewers to be able to hold more rain runoff so we can prevent flooding in our streets during the big rainstorms we get multiple times a year.	3/13/2025 8:55 AM
31	na	3/12/2025 5:17 PM
32	More dog parks. This increases traffic in the parks and makes them less appealing to gangs or violent offenders seeking places to offend. South Park could easily have one twice the size of North Park. Put the surveillance equipment back in the parks. The cameras and equipment at North Park were effective. Now that they have been removed its once again a dangerous place to be after dark.	3/12/2025 4:02 PM
33	The focus really need to be on building new affordable residences that can house "average" family sizes of 3 bedrooms +.	3/12/2025 3:52 PM
34	There are barriers to housing. It is hard to find housing even when you have a section 8 voucher. You still need to find a place that will rent to you. I work with people who have section 8 vouchers but struggle finding a place that will except them.	3/12/2025 2:45 PM
35	unsure	3/12/2025 2:30 PM
36	Will it still be available after all the cuts at the Federal level?	3/12/2025 2:13 PM
37	Using this funding for people who are struggling and making the process easier for them instead of making it a long difficult process.	3/12/2025 1:04 PM
38	Help educate on Loan Applications and Budgeting for affordable housing	3/12/2025 11:52 AM
39	BETTER PUBLIC TRANSPORTATION TO PUBLIC SERVICES	3/12/2025 10:07 AM
40	More housing including Tiny home community zoning	3/12/2025 9:49 AM
41	The waiting list for section 8 housing has been extremely long for a very long time. Additional units would be helpful. Consider a fund to help recover costs for landlords that may rent to lower income/risker clients and have issues.	3/12/2025 8:59 AM

42	Do not depend on it!	3/12/2025 8:50 AM
43	Require them to go to school or get jobs. There are so many people depending on the YWCA to pay their rent for a year only to be evicted at the end of that year because the YWCA has not required them to seek employment.	3/12/2025 8:47 AM
44	I'm not too familiar with federal funding, but it would be great to see it being offered for our community and being used to help improve it.	3/12/2025 8:17 AM
45	Do NOT be frivolous with the funds - Make the funds actually benefit the population the funds are intended for	3/12/2025 8:17 AM
46	Subsidize interest rates and lower loan requirements	3/12/2025 8:08 AM
47	Quit duplicating programs. The City does not do as well as other programs. If people are not worried about housing, they have more time to help improve the city. Reach out to Court programs that require community service. Reach out to companies with a proven track record of encouraging volunteerism in their agency. People want to feel like they are part of the community. Don't just through money at problems, motivate people to become stakeholders in the issues that plague our community.	3/12/2025 8:06 AM
48	will there even be any federal funding?	3/12/2025 8:06 AM
49	Develop a partnership with HUD and private developers to build housing for low to moderate income buyers.	3/12/2025 7:40 AM
50	Number 5 Ditto	3/12/2025 6:48 AM
51	More programs for the disabled to be able to own have upgrade whatever is necessary because the low SSDI and SSI payments can just not make it in this world today	3/12/2025 3:19 AM
52	Billings HUD already does an absolutely exceptional job of managing their money	3/11/2025 5:10 PM
53	Thinking outside of the box - smaller homes - smaller lots - interest rate buy down - to help lower income and/or first time buyers get into homes to begin building wealth.	3/11/2025 4:54 PM
54	All funding shoudl be focused on helping home buyers in this transition period we are currently in. Transition period being the higher interest rate, higher values, higher insurance, higher property taxes VS. what it was. We cant go back to the extremely low interest rate world, so we have to be patient and wait in the transition period. Whatever help HUD dollars can go to in aiding home buyers in the transition period is what would be the most beneficial	3/11/2025 12:56 PM
55	provide down payment assistance for first time homebuyers.	3/11/2025 12:41 PM
56	Billings need resources to help families gain financial insight, training and knowledge so they can become stable. By helping families that are in the program both section 8 and public housing gain financial training and if need employment or work programs to help the individuals be successful at becoming financially stable so they can effectively be able to be homeowners. This helps with the success in the program and gives the new and other program participants something to look forward toward. And please give a reasonable or I should say a realistic amount of time to pay back rent amounts of over 500.00 not giving a low income or no income families that made a mistake 14 days to pay thousands of dollars or vacate. That is not a reallistic amount of time for 2 income families with children to pay amounts greater than 1000 dollar and be able to stay incompliance with monthly bills. This is grossly disheartening to the program participants current and future. That are utilizing the programs to gain housing stability and become financial efficient in their obligations.	3/11/2025 11:47 AM
57	More employees and case managers to help assist clients with goals and stability	3/11/2025 10:30 AM
58	I live in low incoming housing and it is such a blessing. I would be on the street without it.	3/11/2025 9:54 AM
59	We need to start revitalizing areas in Billings that are fun down and the owners can not afford do make this happen.	3/11/2025 9:27 AM
60	The agency that operates the housing for low income people is not well staffed. When I first moved into the apartment I have, we had a full time maintenance person and a full time person who took care of keeping the complex clean and the grounds maintained. The common area were always clean- elevators, laundry rooms, carpets, etc, and the lawns, flower areas and plants were trimmed and well maintained. Eventually the cleaning person left and was not replaced, and was replaced by a cleaning company who work four hours a WEEK. Nothing is	3/11/2025 9:02 AM

	cleaned now. The maintenance man quit and we have not had consistent maintenance since. The facilities need to be adequately staffed.	
61	I think reaching out to those of us who are low-income for ideas is the right thing to do. Thank you for hearing us!	3/11/2025 8:51 AM
62	having safe communities starts with better access and services for those with addiction and mental health...if those issues are not such big problems, the neighborhoods will be safer regardless of what lighting, curbs, etc you have.	3/11/2025 8:19 AM
63	The last thing I want is the government to do the building of houses. Better to work with private industry.	3/11/2025 8:12 AM
64	I can't say enough about the Section 8 Housing program which pays for half my rent. This program came to my rescue after I lost my wife to covid Nov. 4 2020. That left me with one less social security check to pay rent. Section 8 has been a big blessing in my life. It saved me from becoming homeless.	3/11/2025 7:58 AM
65	Homelessness is an epidemic here in Americ including Billings. Winters are rough and summers are far to hot not to be housed. Provide housing for homeless and seniors disabled.	3/11/2025 7:24 AM
66	Build nicer affordable units for medium income housing	3/11/2025 7:02 AM
67	Keep up the good work	3/11/2025 5:00 AM
68	What are the successful neighborhood watch programs in Billings? Can that be implemented here and under the leadership of the police?	3/11/2025 1:56 AM
69	We all deserve a home that fits us	3/11/2025 12:06 AM
70	Unsure	3/10/2025 11:30 PM
71	More repair staff so units are repaired in timely manner. Bring older units current with disabled requirements. More wheelchair accessible units. Develop a mortgage payment matching program for low income first time home buyers to participate in if hardship causes them to fall behind mortgage payments, perhaps in the form of a loan folded into existing loan term to ensure repayment of program funds.	3/10/2025 10:44 PM
72	Easier to get into low income housing, not so long of waiting lists	3/10/2025 9:15 PM
73	None	3/10/2025 9:02 PM
74	The costs of down-payment, closing costs, REALTOR fees, are all very expensive and out of reach for many people wanting to purchase a home. Unfortunately, the cost of high rents are causing potential home buyers not to be able to save money because their monthly budgets are going to rent.	3/10/2025 8:08 PM
75	Be more community minded	3/10/2025 8:06 PM
76	Very much so !! I am an elderly man living in elderly apartments H U D funded. Living on Social Security is a great challenge for the elderly, especially if you have leukemia, like I do.	3/10/2025 6:02 PM
77	Finishing the apartments that will be built with pods in the heights would be nice.	3/10/2025 5:42 PM
78	make sure the landlords keep their rentals livable, clean, dirty rugs, working kitchen appliances.	3/10/2025 5:08 PM
79	Keep pushing what you have going.	3/10/2025 5:03 PM
80	I am 76 years old and disabled. If not for HUD I would be living on the street as I have not place to go. I feel HUD is a vital federal funding program. It also aids families who are working yet still cannot afford the cost of owning a home.	3/10/2025 4:59 PM
81	Make sure it is used for the people that need HUD and not for people in charge of the programs	3/10/2025 4:34 PM
82	Better Communication between Home Front and housing recipients.	3/10/2025 4:29 PM
83	More houses for rent, but all homefronts houses were sold, wasn't real effective for the people living in those houses	3/10/2025 4:26 PM
84	HUD funding will help the Low Income residents. It is much needed in Billings MT and surrounding areas.	3/10/2025 4:25 PM

85	no other thoughts	3/10/2025 12:50 PM
86	Landlords should not be able to deny a rental application because the applicated utilizes a Section 8 voucher. This is discrimination in our community. So many vouchers expires or go unused because people cannot find landlords willing to accept the voucher. This needs to be stopped. More needs to be done for low income and poverty level renters. We cannot address homelessness until this is properly addressed. Housing and income go hand-in-hand, and if people do not have access to fair and affordable housing they will struggle to keep their job, get their kids to school, and feed their families. I think housing is the #1 thing Billings needs to focus on because it effects so many other outcomes in our community.	3/10/2025 11:23 AM
87	Improve safety within our community.	3/10/2025 10:32 AM
88	Cut regulations	3/10/2025 8:27 AM
89	Activate infill and ADU additions with grants or tax back.	3/9/2025 1:58 PM
90	Federal funds should not be used to build more housing on designated parks that the city is trying to sell! We NEED out parks to enhance the quality of life for our residents. The location of where affordable housing is constructed needs to be located in areas with easy access without a car, to local amenities, businesses, NOT in established residential neighborhoods. The city of Billings NEEDS to pay attention to the crime statistics that coincide with the location of "affordable housing" in deciding the best location for these communities. Homes are people's greatest investments and need to be protected from adverse decisions about adding to or near residential neighborhoods that will have a negative effect on a home's value and depreciate a homeowner's greatest asset.	3/9/2025 10:22 AM
91	None	3/9/2025 9:59 AM
92	Get people into homes and out of apartments.	3/9/2025 8:56 AM
93	Possibly fund tiny homes	3/8/2025 7:09 AM
94	Some kind of covered homeless shelter. What there is just isn’t working	3/8/2025 6:28 AM
95	There are not enough options for families who HAVE purchased a home before, but do not currently own a home. Without being a first-time home buyer or a veteran, little assistance is available to these families.	3/7/2025 6:35 PM
96	Get the local government and all their mindless road blocks out of the loop. Work with contractor and the people wanting to PURCHASE family housing.	3/7/2025 11:47 AM
97	There needs to be some kind of oversight. During all stages, not just at the beginning or not just at the end.	3/7/2025 10:16 AM
98	Repair/fix up vacant or bank owned property to sell to low income families	3/6/2025 9:41 PM
99	There are plenty of home loans available for those who want to purchase a home with little to nothing down, we need to bring the older 1950's+ housing up to code so the house can pass inspection and appraisal	3/6/2025 1:52 PM
100	It is necessary for many to most of my first time buyers	3/6/2025 1:33 PM
101	NA	3/6/2025 1:33 PM
102	If there is any chance of Trump administration impounding the funds, I hope they are spent ASAP.	3/6/2025 1:17 PM
103	ELIMINATE PERMIT FEES AND USE ADMINISTRATIVE RELIEF TO INCREASE BUILDABLE AREAS / MAXIMUM COVERAGE TO ENTICE WORK FORCE HOUSING BUILDS.	3/6/2025 10:19 AM
104	Funds need to go into home buyer programs, parks, community centers. Do not put the money into rental programs. They are too strict and owners won't allow them so there is no point. There are over 1000 people approved for Section 8 housing but not enough owners/investors will participate so the program is useless. Put the money into the hands of home buyers.	3/6/2025 8:27 AM
105	capitalization funds with oversight of investors to renovate homes for affordable housing for qualified buyers	3/6/2025 4:31 AM
106	improve multi use spaces and new building practices	3/5/2025 5:30 PM

107	Create pathways for people who are in imminent danger of losing their housing. Keep them from becoming homeless in the first place by providing short-term emergency shelter in the form of tiny houses or renovated homes that are otherwise eyesores in the community.	3/5/2025 5:05 PM
108	None	3/5/2025 4:11 PM
109	Federal Funding should be utilized to help with homeownership in our neighborhoods and communities. Please know that we are much better off with programs that enhance home ownership and that helps to create a safer city and community.	3/5/2025 3:05 PM
110	Development of parks and outdoor use to keep people active will bring in more families and keep our kids out of bad areas. We need to start putting kids first in this community.	3/5/2025 3:00 PM
111	Have more available and notify the community of available funds.	3/5/2025 1:38 PM
112	We need to improve services for unhoused individuals and families. It is a crisis.	3/5/2025 1:17 PM
113	Just to use the money to do the most good to help the low income people in our beautiful state so people that have lived here their whole lives can stay here.	3/5/2025 11:28 AM
114	Dedicated funding for vulnerable populations (seniors)	3/5/2025 10:38 AM
115	Find good partners by building relationships not just putting out an RFP. I think it is important for Billings to really assess need and partnerships, versus expediency.	3/5/2025 9:59 AM
116	To help inform decisions, implementations, and action, use this: https://billings.org/wp-content/uploads/2025/02/11-2024-FINAL-CRE-CC-Billings-Report.pdf	3/5/2025 9:54 AM
117	Funds should be used to help individuals and Family work towards financial independence, not just another program to enable government/social dependency	3/5/2025 8:36 AM
118	if there was a immediate interest rate lower for buyers that make $100,000 or less.	3/5/2025 7:44 AM
119	None	3/5/2025 5:48 AM
120	Improve the already created parks that have fallen into disrepair.	3/5/2025 5:19 AM
121	Any funding we have to put towards offering affordable housing options and improving the affordable options we already have is money well spent.	3/4/2025 6:20 PM
122	Federal funding should be used to finance or assist with financing homes for first-time home buyers. This is such an important program to continue for the growth of Billings.	3/4/2025 5:47 PM
123	Down payment assistance programs for low-income households is the main priority.	3/4/2025 4:50 PM
124	We need more affordable housing options for people buying and renting homes.	3/4/2025 4:19 PM
125	The down-payment assistance programs are vital.	3/4/2025 4:09 PM
126	I think it is used effectively	3/4/2025 3:32 PM
127	Please continue funding first time home buyer assistance.	3/4/2025 3:30 PM
128	Good deal	3/4/2025 3:03 PM
129	Down payment assistance programs or programs that may allow lower interest rate loans to help get more buyers qualified for loans. Rehabing existing properties and ensuring that they are at lower prices for more affordability.	3/4/2025 3:02 PM
130	As difficult as it is for a first time home buyer or low income taking away this funding would be detrimental to those directly effected. Please consider continuing to allocate funds available for anyone under the criteria above.	3/4/2025 2:19 PM
131	Its important to lower property taxes for those that are on a fixed income. I know multiple elderly people on a fixed income that can no longer afford their homes.	3/4/2025 1:46 PM
132	I recently found out that my sewer line is broken and needs to be replaced. It was suggested I apply for the Home Repair program, only to find that it no longer exists. I know for myself being a single income home, it is not always affordable to pay for repairs. i think reinstating programs like this would also be beneficial. Especially in older areas of Billings.	3/4/2025 1:29 PM
133	I think additional fund should be used to support the 1st time home buyer or low-income	3/4/2025 1:25 PM

	downpayment assistance programs instead to continuelly spending money on the Trail system in Billings which aren't used be "everyone" or they should be more sucure as some on the Trails go through less than desierable sucluded areas.	
134	Help long-term renters become homeowners through rent-to-own models or cooperative ownership. Partner with major local employers to provide homeownership incentives for employees.	3/4/2025 1:23 PM
135	Make it easier for low income families to get into housing!	3/4/2025 12:22 PM
136	When a buyer gets the down payment assistance loan from MT Board of Housing the buyer can't sell their home for 9 years without a waiver from MT Board of Housing. If you can't receive the waiver during the 9 years... there's a HUGE penalty to sell- Example $200K home could be over a $14K penalty. A buyer is better not accepting the small (sometimes only a few thousand in help that they themselves make payment on every month on top of their monthly mortgage payment) down payment assistance. There shouldn't be any penalties for selling before 9 years.	3/4/2025 12:15 PM
137	No additional thoughts.	3/4/2025 12:03 PM
138	Focus on making the build process cheaper combined with First Time Home Buyer incentives. (Grants, Low interest loans etc.) I just hate seeing people rent and build home equity/retirement money for someone else. When you promote home ownership you create wealth and have cleaner nicer neighborhoods. Never much pride of ownership living in a rental.	3/4/2025 11:37 AM
139	HUD should not be buying houses to rehab and sell at a fixed cost.	3/4/2025 11:21 AM
140	Help our first time home buyers get into homes. They need down payment assistance, and help with closing costs.	3/4/2025 11:17 AM
141	It's a waste of money.	3/4/2025 10:58 AM
142	Keep funding programs that truly assist legal US citizens in affording housing. Stop the waste and fraud!	3/4/2025 10:58 AM
143	N/A	3/4/2025 10:24 AM
144	I think giving some of that money to help current owner's make improvements is a great idea. This will help people live healthy and happy lives while keeping the value of their home up should they ever choose to sell.	3/4/2025 10:23 AM
145	Prioritize Projects with High Community Impact Affordable Housing Development: Use HUD funding to build or rehabilitate affordable housing, targeting neighborhoods with high demand but low availability, such as areas near downtown, schools, and transit. Homelessness Services: Allocate funds for transitional housing, permanent supportive housing, and shelters, particularly for veterans and families experiencing homelessness.	3/4/2025 10:16 AM
146	Build low income senior housing	3/4/2025 10:08 AM
147	none	3/4/2025 10:07 AM
148	Education and Health Care are preventative measures.	3/4/2025 9:51 AM
149	These funds are extremely important for first time home buyers to use for down payment assistance etc. I personally know over a dozen of families that these funds have helped in order to purchase their first family home. It's imperative for the community to have these funds for these families so they have a way to purchase. With out it, some families will never have the option to purchase especially with the extreme cost of closing costs etc.	3/4/2025 9:47 AM
150	More programs/developers need to seek LIHTC funds.	3/4/2025 9:36 AM
151	n/a	3/4/2025 9:09 AM
152	I would like to see housing units designed for federal offenders including violet and sex offenders. There would be strict rules and requirements to be accepted yet it would help them get on their feet and take them off the street.	3/4/2025 8:49 AM
153	Build more homes, not apartments	3/4/2025 8:31 AM
154	Focus on housing l, housing repairs and food programs	3/4/2025 8:20 AM

155	It is crucial to fully fund the Public Housing and Section 8 programs to continue to serve our community. A combined waiting list of over 8000 is shameful for a community our size.	3/4/2025 7:16 AM
156	Low-income housing should be for residents that have a job and contribute to their housing needs. There are too many people on Public Housing that choose to not work because they have figured out how to live off of the state funding.	3/4/2025 7:11 AM
157	A lot of families are struggling to pay rent and mortgage not even just low income. The stress is on everyone. Maybe if the water bill fiasco didn't set families back so far on their budgets I'd have more constructive feedback but the city has yet to realize the repercussions of that even!	3/4/2025 2:32 AM
158	Funds should go to montana born residents	3/3/2025 11:06 PM
159	Affordable repurposed density housing. Use the space that already exist and build up the needed services. Grocery stores/markets, restaurants, shopping, family activities... on the actual south side. Near the triangle or in the triangle.	3/3/2025 10:41 PM
160	none	3/3/2025 10:03 PM
161	Focus on one time expenditures	3/3/2025 9:48 PM
162		3/3/2025 9:14 PM
163	Tiny houses	3/3/2025 8:59 PM
164	StrongTowns	3/3/2025 8:44 PM
165	Loans for down payments, repairs, etc puts low income folks further in debt and chances for repayment at risk, which puts them at risk. Federal funds- then why loans. Who mailing money on these loans. I see a lot of chances for this money to go to administration and not the people who need it.	3/3/2025 8:09 PM
166	Kero rent low	3/3/2025 7:55 PM
167	i think housing needs to be affordable for not only low income but those at the median level as well	3/3/2025 7:40 PM
168	Tiny home communities for homeless. Treatment and homes for substance use natives	3/3/2025 7:38 PM
169	.	3/3/2025 7:21 PM
170	See above comment about a tiny home community. Could HUD funds be used to implement this program or provide unconventional loans for buyers?	3/3/2025 7:00 PM
171	stop paying for People to NT work and earn on their own! Take care of seniors and Veterans!	3/3/2025 6:50 PM
172	Do it fast before you know who takes the money back	3/3/2025 6:14 PM
173	Help repair homes for our elderly	3/3/2025 6:04 PM
174	Hope you still get your funding. Don't blow it on administrating the programs and instead work with existing entities that have the ability to put the money directly to work	3/3/2025 6:04 PM
175	Less people at city hall and in community development department and more funding to service providers. Less funds for vistas and more for service providers.	3/3/2025 6:02 PM
176	Better communication with the community.	3/3/2025 4:29 PM
177	Create a rapid-rehousing cohort of new/renovated housing; offer grants for low-income homeowners for critical (foundation, windows, doors, leaky roof) repairs; consider creating a volunteer program for paint-and-fix style programs to help elderly/homeowners unable to perform work, improve walk/bikeability within and between neighborhoods.	3/3/2025 4:19 PM
178	perform audits of the use of federal funds that have gone to HomeFront (local HUD unit) for housing, especially affordable housing	3/3/2025 4:19 PM
179	Conduct education for prospective low income home buyers on home ownership; how to prepare for purchase and subsequent expenses.	3/3/2025 4:09 PM
180	These funds are part of the important mix of funding for housing and maintenance of neighborhood integrity. They should be used so that those that are lower income that still want home ownership have the ability to achieve this goal but to maintain it.	3/3/2025 3:48 PM

181	Make it easier for people to get houses of their own.	3/3/2025 3:47 PM
182	OVER THE LAST SEVERAL YEARS, MANY COMPLEXES THAT WERE ONCE INCOME RESTRICTED UNITS (SHILOH GLEN, BRUSH MEADOWS, ETC...) HAVE AGED OUT OF THE TAX INCENTIVE USED TO CREATE SUCH HOUSING. THIS HAS LEFT A VERY LARGE HOLE FOR THE MIDDLE CLASS HOUSEHOLD RENTAL MARKET AND WHEN THEY CAN'T COMPETE AND AFFORD THE MARKET THEY BECOME VULNERABLE, FIND WAYS TO USE THE FUNDS FOR TAX CREDITS AND RECRUIT BUILDERS WILLING TO MET THE NEED. RATHER THAN USING THE FUND TO PROVIDE MORE NAVIGATORS USE IT TO CREATE HOUSING... NAVIGATORS CANT HELP IF UNITS DONT EXIST, ARENT AFFORDABLE , DEPOSIT TO HIGH FOR THE DEMOGRAPHIC THESE ARE TO SERVE. NOT AFFORDABLE AND THE DEPOSITS CAN'T BE PAID WHEN THEY ARE LOCATED. APPROVE AND ENCOURAGE THE BUILDING OF NON-TYPICAL HOUSING TYPES FROM RECYCLED STYLE UNITS OR 3-D PRINTED OPTIONS OR MODULAR LOTS, SO THAT LOWER COST OPTIONS CAN BE UTILIZED TO FIT THIS NEED. REMOVE BARRIERS VS PUTTING THEM IN PLACE OFFER INCENTIVES TO CONVERT EXISTING STRUTCURES TO HOUSING, HOW MANT VACANT BUILDING THAT COULD BE CONVERTED OR ZONED SO THAT SOME HOUSING COULD BE INCLUDED AT A RESIDENTIAL TAX RATE VS COMMERICAL	3/3/2025 3:45 PM
183	need more collaboration between organizations	3/3/2025 3:40 PM
184	Partner with non-profits in the community to provide housing to people who need it through housing first models and focused on low barrier entry for those who are in unstable housing or are homeless	3/3/2025 3:40 PM
185	do not let the Trump administration destroy federal funding	3/3/2025 3:29 PM
186	Use the money WISELY or DOGE will get you.	3/3/2025 3:20 PM
187	Building more housing that accommodates people with larger families. More ecofriendly housing. Also help with deposits and application fees, these are some of the greatest needs when finding and getting into places. Budgeting classes for adults and youth.	3/3/2025 3:16 PM
188	Fund education for those on the programs/services to help themselves move out of needing the assistance. Not just education to further their careers, but education on budgeting. Help teach real world life skills no longer being taught in our schools.	3/3/2025 3:10 PM
189	HCV vouchers not widely accepted and many people are left unable to utilize them.	3/3/2025 3:07 PM
190	The CITY should hire an Affordable Housing Coordinator to work on those issues and on Homelessness.	3/3/2025 3:04 PM
191	NA	3/3/2025 3:04 PM
192	n/a	3/3/2025 2:58 PM
193	Help agencies that are currently working with the low income population. financial assistance to be provided to agencies that are working on building housing projects.	3/3/2025 2:56 PM
194	let the Housing Authority use the funds to help with affordable housing and cut some of the roadblocks the city keeps creating	3/3/2025 2:56 PM
195	Please seek guidance from people with lived experience. Montana Leadership Council exists for this purpose. Contact Montana CoC Director David O'Leary for contact info	3/3/2025 2:50 PM
196	Fund the nonprofits who specialize in housing solutions for our neighbors.	3/3/2025 2:49 PM
197	Didn't Congress revoke this type of federal funding? DIdn't the Federal Government lay off 90% of the employees of HUD?	3/3/2025 2:38 PM
198	Federal funding is best used for helping buyers become home owners. So many great things come from homeownership.	3/3/2025 2:00 PM
199	Use to help and encourage home ownership. It is the pathway to financial growth	3/3/2025 1:34 PM
200	none	3/3/2025 12:13 PM
201	Follow the science and the data--	3/3/2025 11:35 AM
202	Thank you for you service to the community.	3/3/2025 11:27 AM

203	none	3/3/2025 11:04 AM
204	Property tax relief!	3/3/2025 10:59 AM
205	Local zoning & regulatory costs for 1 to 4 unit new residential owner/occupied properties should be a focus in Billings.	3/3/2025 10:38 AM
206	I believe the best use of HUD funding is assisting homeowner's with cash to close for buying homes. I also see value in assisting low income families with funding to repair their homes, such as new windows, roof, heating, etc	2/28/2025 11:02 AM
207	I loved the program of the city purchasing foreclosed homes, renovating & selling to a lower income family. We lack affordable housing for lower & even mid income families.	2/28/2025 8:03 AM
208	The City of Billings First Time Home Buyer programs are essential to the success of our first time home buyers in Billings. I would highly recommend the support of these programs.	2/27/2025 4:28 PM
209		2/27/2025 10:23 AM
210	Home improvement help is a must!	2/25/2025 6:38 AM
211	I like the idea of keeping up on street/sidewalk/curb maintenance, but I doing see how that helps with the plight of low-income homeowners - especially when compared to the other proposed priorities.	2/24/2025 8:25 PM
212	Been in my house 12 years and still no park that was suppose to be and no street lights	2/23/2025 7:29 PM
213	Please help the people in Yellowstone County, folks like me, who work tirelessly, well over 40 hours weekly, have for a long time and yet at 43, almost 44 years of age cannot afford to buy a house nor rent a clean, safe, well maintained home for my daughter and myself. It’s so incredibly discouraging and disheartening.	2/22/2025 2:17 PM
214	na	2/22/2025 12:03 PM
215	maybe people should have the opportunity like applying for a grant . people like students could apply while going to college.instead of loans and mortgages . funding would be flat amount and might help people with disabilites too. or maybe change amount states get each year. make a it like a scholarship program . or maybe have program people could borrow from with no interest to make any necessary or improvements for home owners too . it would also be helpful to know how much$$ is allowed. more senior housing needs to be made available without hassles of insurance for payment etc	2/22/2025 10:22 AM
216	Renovate rundown houses and use for Vetern housing	2/21/2025 6:25 PM
217	Classes for young adults/adults to learn about home buying, renting, mortgages, loans, property taxes, budgeting bills, etc.	2/20/2025 10:24 PM
218	The very poor need very cheap options that are safe and healthy.	2/20/2025 11:42 AM
219	It’s all effective just so Long as it’s administered properly and with enforced rules and regulations. And be clear that this is a temporary help up and not a permanent lifestyle.	2/20/2025 8:51 AM
220	None	2/20/2025 5:17 AM
221	Need more housing rentals and to buy we make just enough not to qualify for hud but in 3 years my retirement k get will be $300 less not sure if groceries don’t go down what we will do we need help unfortunately we can’t count on the government for everything 1 paycheck from not being able to pay rent and be homeless paycheck to paycheck please Liston to what I have said	2/20/2025 12:58 AM
222	.	2/19/2025 7:55 PM
223	We don’t need their money. Stop taking handouts from the government. It only increases the problem.	2/19/2025 6:32 PM
224	Housing is too expensive. I worry about the future for my kids. I also worry about people who are low income and trying to pay rent. My elderly mother-in-law is trying to pay rent while her only income is social security. Her income is so low, yet she still doesn’t qualify for assistance with housing or food. Supplemental help for rent is necessary. First time homeowners programs are very necessary. With the way the economy is, no young people can afford a down payment or house payment.	2/19/2025 5:45 PM

225	Housing the houseless is so crucial! It helps keep crime rates low and can improve neighborhood cohesiveness. Nobody wants an ugly empty lot in their neighborhood, where drug and alcohol paraphernalia, as well as trash, can collect. Tiny homes can fill the space, supporting our houseless population with affordable living options. More than most are aware, people who would benefit are women fleeing domestic violence, young adults who got kicked out of their home for being nonconforming to strict family rules, or even college students who are barely hanging on but fighting every day to make a difference. THESE are the folks who undeniably deserve this opportunity that we have the capacity to give!	2/19/2025 5:40 PM
226	Create jobs by improving the communities roads and sidewalks. That money will then go to paying local residences. If someone doesn't work/refuses to work, it is not the governments job to support them. Start giving the money back to the working class.	2/19/2025 5:37 PM
227	Build a bigger jail. Fire Spineless county attorneys. Appoint judges who give stricter sentences.	2/19/2025 3:42 PM
228	Help with repairs for middle income people	2/19/2025 3:28 PM
229	Housing is a human right you need to allocate more funding to support people in Billings	2/19/2025 2:55 PM
230	Partner with those who have proven success in this area. Homefront, CLDI, etc. Stay away from those who are top heavy and will waste the funds on salaries.	2/18/2025 3:59 PM
231	Tax the rich!	2/11/2025 3:38 PM
232	Please incorporate input from people with lived experience, not just those who stand to benefit directly or indirectly by providing services. Thank you!	2/11/2025 12:17 PM
233	Really need a low barrier shelter.	2/11/2025 11:15 AM
234	thank you HUD for your hard work	2/11/2025 9:51 AM
235	I believe building intentional communities like the tiny homes or storage container homes are such a smart idea. I am glad that we are finally utilizing existing ideas from around the country that are working and solving homeless problems.	2/11/2025 9:08 AM
236	Permanant housing for our homeless neighbors.	2/10/2025 8:38 AM
237	Manufactured housing could be part of the solution, but I also see a major issue—the type of manufactured housing communities that actually benefit consumers (fee-simple, affordable neighborhoods where homeowners own both the land and home) don't benefit developers in the same way. That means we still run into the same fundamental problem: why would a builder choose to develop these communities? Too often, manufactured housing developments are structured as land-lease communities, which can lead to predatory practices: Lot rents rise uncontrollably, making affordability short-lived. Homeowners don't build equity because they don't own the land. If the park is sold or redeveloped, homeowners lose their investment. If manufactured housing is encouraged, there must be clear consumer protections to prevent these scenarios and ensure that affordability is real, not just a label.	2/8/2025 12:35 PM
238	N/A	2/7/2025 11:51 AM
239	More housing for non profit organizations. More housing built for group homes and for children with mental health problems and emergencies.	2/7/2025 11:21 AM
240	-utlize best practices from other cities/urban areas -make use of existing programs to build and expand "braid resources"	2/7/2025 11:16 AM
241	Maybe make sure it will continue to exist by not supporting "Ballzdeep" having access to my information and deciding what gets cut and what doesn't. You can do this by speaking up to our "elected" officials at the federal level about programs they want to strip that actually do affect the working-class citizens.	2/7/2025 11:14 AM
242	Restrict short-term rentals. Too many houses and apartments are short-term rentals that take those options off the market for residents. Many Montanans have already been priced out of living in places like Bozeman or Missoula. Billings is headed that direction.	2/7/2025 11:09 AM
243	With the high levels of snow in Billings there should be a program to provide low-income residents with snow safety and removal equipment like snow shovels and ice melt. Their	2/7/2025 11:08 AM

	driveways and sidewalks need to be safe to keep medical bills lower and not perpetuate the poverty cycle.	
244	HUD has a lot of good programs to get people started into a home, such as rapid rehousing, and those programs should be kept in place. However, a lack of affordable options for the average person is the biggest problem. Most people fall into an income range that disqualifies them from subsidized housing, such as Section 8, but they do not make enough money to afford the increasingly high market rate.	2/7/2025 11:06 AM
245	Establish mitigation funds that are available to landlords who rent to recipients of HUD funding.	2/7/2025 10:12 AM
246	Build a permanent supportive housing project or two or three of them we need it desperately in Billings	2/7/2025 9:34 AM
247	HomeFront/housing authority needs to do better and focus on big high rise projects to house section 8 folks.	2/7/2025 8:58 AM

2024 Client Survey Results

Foreclosure Acquisition / Rehabilitation Program

September 9, 2024

Community Development Division
City of Billings

By: Tam Rodier, Program Coordinator

Billings
PLANNING
& COMMUNITY
SERVICES

Foreclosure Acquisition / Rehab Program

Program Overview

This report provides a general overview of the current Foreclosure Acquisition / Rehabilitation Program ("Foreclosure Program"). The Foreclosure Program goals are to:

- Preserve the City's existing housing stock and revitalize established neighborhoods by mitigating the negative community impacts of vacant, foreclosed properties;
- Improve affordable housing quality, condition, safety, livability, and accessibility;
- Stabilize property values in neighborhoods with existing vacant, foreclosed homes; and
- Eliminate the potential for crime related to existing vacant, foreclosed properties.

The intent of rehabilitation work completed under the Foreclosure Program is to improve the supply of decent, safe, sanitary and affordable housing for low-income families and individuals, and to enhance the stability and standard of living in existing neighborhoods.

The Community Development Board has expressed a preference that low-income areas be prioritized over other areas of the city, when feasible.

Zero interest, deferred payment loans and/or subsidies are available to approved First Time Home Buyer (FTHB) applicants on a first-come, first-serve basis to purchase rehabilitated homes.

The Foreclosure Program must ensure proper management of Federal funding, including financial management of grant funds, compliance with State and Federal requirements, and effective start-up and completion of project activities.

> ***"I would never have been able to purchase a home, and this program made it happen! It was truly an answer to prayers!"***
>
> *- Client Survey Comment*

Complying with National Objectives

The Housing and Community Development Act of 1974, requires housing activities meet the national objective of benefiting low-income persons. Therefore, only low-income applicants as defined by HUD are eligible to receive assistance to purchase and occupy Foreclosure Program homes.

Background

The Neighborhood Stabilization Program (NSP) was authorized through the Housing and Economic Recovery Act of 2008 to prevent the deterioration of neighborhoods due to foreclosures. The City of Billings applied to the Montana Department of Commerce for NSP funding to acquire, rehabilitate and offer affordable housing opportunities to low, moderate, and middle income households. The City of Billings' NSP Program began in 2009 when this grant funding was received. After the State of Montana grant funding was fully expended, the City of Billings included the Foreclosure Program in subsequent 5-year Consolidated Plans and Annual Action Plans and funded the program with Community Development Block Grant (CDBG) grant funding received from the U.S. Department of Housing & Urban Development (HUD).

2024 Survey Objectives

To learn and understand from Foreclosure Program participants about the Foreclosure Program successes, challenges, failures, and suggestions and then use the resulting information to:

- Educate the City Council about the Foreclosure Program and ask for continued support,
- Make appropriate changes to improve the Foreclosure Program, and
- Facilitate and plan annual Foreclosure Program evaluations to ensure a dynamic, effective Foreclosure Program into the future.

Methodology

Since the Program began, the City of Billings has purchased 14 HUD-foreclosed properties. Twelve (12) of these properties have been rehabilitated and sold to low-income FTHB and two (2) properties are currently in the rehabilitation phase. Of the 12 homes sold, 9 are still owned by the original FTHB purchasers. Surveys were direct mailed to all nine (9) Foreclosure Program participants who still own and reside in the rehabilitated home they purchased from the City of Billings. Both a QR code and a web address (URL) were included in the cover letter to make survey completion as easy as possible. A paper copy of the survey was also included for those participants who preferred to complete and return the survey by mail.

"This was a great program. It taught me information to own a home"

- Client Survey Comment

Results / Analytics

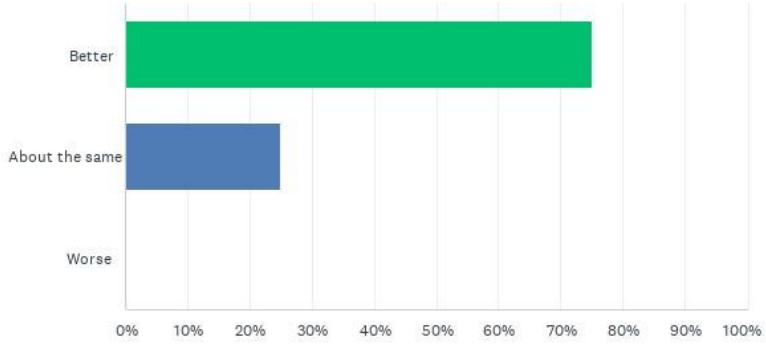
Four (4) Foreclosure Program participants submitted survey responses (45%).

Question: "Would you have been able to purchase a home without the Foreclosure Program?" 100% of the participants responded, "Very Unlikely."

Question: "The Foreclosure Program limits mortgage payments to 30% of household income. Did this make mortgage payments affordable for you?" 100% of the participants responded, "Strongly Agree."

Question: "How much has owning your own home benefited your household?" 100% of the participants responded, "A great deal."

Q5 How would you rank the neighborhood's visual appeal since you purchased your home? (Select one)



Question: "Would you recommend the Foreclosure Program to family, friends, and others?" 100% of the participants responded, "Definitely would."

Question: "What do you like the most about living in your own home?" Responses:

- "The sense of ownership and independence. The ability to be in a safe neighborhood and pride of owning a home for my kids future."
- "Nobody tells you what you can't do to your home."
- "I have my privacy. I don't have to worry about a landlord and eventually this will be my own home."
- "Being able to give my kids stability in knowing this our home."

Question: "What suggestions do you have for improving the Foreclosure Program?" Responses:

- "I didn't have any issues."
- "Maybe not make it a stipulation that the home owner has to pay back the loan if we move. Some people might not have a choice but to sell due to illness or a need to move to better themselves & that puts a burden on them"
- I don't have any"
- None, I had a great experience!"

Question: "Please share any additional impacts, thoughts, ideas or suggestions about the Foreclosure Program." Responses:

- "I am extremely appreciative and grateful for the program which again afforded me as a single mother of three working hard to provide a safe and secure environment for my children to grow up in. I can never thank the people who helped me through this journey enough."
- This was a great program. It taught me information to own a home"
- I would never have been able to purchase a home, and this program made it happen! It was truly an answer to prayers!"

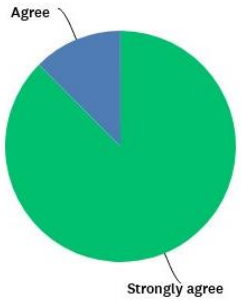
"I am extremely appreciative and grateful for the program which again afforded me as a single mother of three working hard to provide safe and secure environment for my children to grow up in. I can never thank the people who helped me through this journey enough."

- Client Survey Comment

SURVEY RESULTS

11/14/2024 Open House / 1709 Saint Johns Avenue Foreclosure Acquisition / Rehabilitation Program

Q1 Improvements to the vacant, foreclosed home in my neighborhood made a positive visual difference in my neighborhood. (Select one)

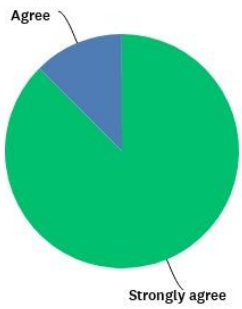


Answer Choices:
Strongly Agree
Agree
Neither Agree Nor Disagree
Disagree
Strongly Disagree

Q2 The City's purchase and rehabilitation of the vacant, foreclosed home in my neighborhood has contributed to neighborhood stability.

100% of respondents answerd "Strongly Agree."

Q3 My household has benefited from the rehabilitation of the vacant, foreclosed home in my neighborhood. (Select one)

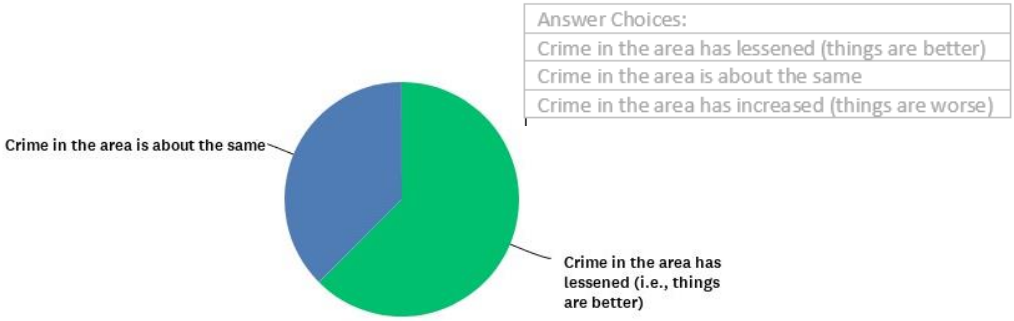


Answer Choices:
Strongly Agree
Agree
Neither Agree Nor Disagree
Disagree
Strongly Disagree

Q4 My neighborhood is safer following the City's investment in rehabilitating the vacant, foreclosed home in my neighborhood.

100% of respondents answerd "Strongly Agree."

Q5 How has crime in your neighborhood changed since the City purchased and rehabilitated the vacant, foreclosed home in your neighborhood? (Select one)



Q6 How satisfied were you with City staff's efforts to keep you informed about the project in your neighborhood? (Select one)

Q7: In what ways has the Foreclosure Program made a difference in your neighborhood?

"Improved neighborhood"
"Nice looking neighborhood"
"Improved values"
"Improved it"
"Makes whole area better"
"Please continue this program"

Q8: Please share any additional impacts, thoughts, ideas or suggestions about the Foreclosure Program.

"It is a good program for the neighborhood and new homeowner"
"Great program"
"Looks good"
"Good deal"
"Keep it up!"

City Council Regular

Date:	04/28/2025
Title:	Acceptance of State Farm Grant
Presented by:	Sara Naylor
Department:	Fire
Presentation:	No
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Approve acceptance of grant funds.

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

The Billings Fire Department requested and received $10,000 to provide rescue technician training. These funds will support a CMC Rope Rescue Technician 1 & 2 class hosted in Billings from July 21-25.

This is a continuation of this critical training capability that State Farm helped to support in 2023. Due to budgetary constraints, the Billings Fire Department has been unable to designate the training funds for this class since the early 2010s. Due to service retirements, the Billings Fire Department has an influx of new rescue technicians in dire need of this critical training. This class is necessary to maintain proficiency in rescue technician capabilities and changing threats. Additionally, the Billings Fire Department is one of six Regional Hazardous Materials Teams in Montana. Currently, it provides technician-level services in Hazardous Materials, Rescue, Collapse, Confined Space, and Trench Rescue to all cities and counties in eastern Montana. The grant funds will be exhausted in CY 2026 for collapse rescue training and personal protective equipment.

The Eastern Montana communities State Farm serves are in the Billings Fire Department response areas for technical rescue and regional response to hazardous materials, along with the current first-due response area of the City of Billings and the Billings Urban Fire Service Area. The Billings Fire Department is the only all-hazards agency in southeast Montana providing these services.

STAKEHOLDERS

All community members

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

These funds will be used to enhance the capabilities of the Rescue Team.

SUMMARY

The Billings Fire Department is the only all-hazards agency in southeast Montana providing these services, and any additional funding to maintain this high level of response capability is greatly appreciated.

City Council Regular

Date:	04/28/2025
Title:	Renewal of City Participation in the Downtown Billings Improvement District (BID) 0001
Presented by:	Chris Kukulski, City Administrator
Department:	City Hall Administration
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

It is recommended that Council approve and authorize the Mayor to sign the Petition to Renew Downtown Billings Business Improvement District (BID 0001).

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

The BID is a special assessment district in which the downtown property owners in the district have voted twice to initiate, manage, and finance services above and beyond those typically provided by the city. Created in 2005 by City Council Resolution 05-18328, and renewed in 2015 by City Council Resolution 14-10412, the BID was established and continues to be funded and managed by downtown property owners through a City Council appointed Board of Directors. This board oversees a non-profit organization dedicated to creating a safe, clean, and inviting place to live, work, and play. The services provided include sidewalk sweeping and power washing, snow removal, graffiti removal, public art programming, community event facilitation, and additional police presence through three full-time BPD officers dedicated to the BID area. The process to renew the BID is much like the process to create a BID, requiring that signatures representing over 60% of the properties within the district are gathered in support of renewing the district.

The Business Improvement District, shown on attachment A, extends from Intermountain Health Hospital campus south to South Park, from Garfield School to North Park, and includes 1,066 individual tax codes, or collectively, 18,190,307 square feet of land. The City of Billings owns 49 parcels, or 2,645,573.04 square feet of land within the BID, or 14.54% of the entire district. A list of the City-owned parcels is attached. With the addition of the City's signed petition, more than 50% of the property owner signatures will have been collected. Once 60% of the property owner signatures are collected, the City Council will be asked to initiate a Resolution to Create the BID for an additional 10 years.

ALTERNATIVES

City Council may:

- Approve and authorize the Mayor to sign the Petition for Renewal;
- Postpone action; or
- Not approve or authorize the Mayor to sign the Petition for Renewal, which may result in less than 60% of the property owners renewing the district.

FISCAL EFFECTS

If the Council renews BID 0001, the City's properties will be assessed equally with private property. The BID assessment for tax year 2024 will be approximately $53,671. The BID Board of Directors and staff prepare the assessments for the City Staff after City Council approval of the BID annual budget and work plan. This information is relayed to the Yellowstone County Assessor's office for billing and collection and then distributed to the BID. By state law, Finance may not recover its cost by charging the BID.

Attachments

Petition to Renew BID 0001
BID Boundary Map

Petition to Renew Downtown Billings Business Improvement District (BID 0001)

In accordance with Title 7, Chapter 12, Part 11. Business Improvement Districts, of the Montana Code Annotated 2023, the undersigned hereby petition the *Governing Body* of the City of Billings to extend the duration of Business Improvement District #0001for a 10 year period in compliance with the provisions of this part for the renewal of a district. The Business Improvement District shall include all known tax codes within the boundaries defined in Exhibit A.

x

Signature of Property Owner or Representative | Printed Name | Date

City of Billings
Mailing Address: PO BOX 1178

Lot Sq. Ft. Total
2,645,573.04

Tax Code / Owner Name / Property Address	Lot Sq. Ft.	**$ 53,671.01**
A00208 CITY OF BILLINGS 2216 4TH AVE N	0	$ 129.58
A00209 CITY OF BILLINGS 319 N 23RD ST	38986.2	$ 109.82
A00210 CITY OF BILLINGS 315 N 23RD ST	7013.16	$ 109.82
A00211 CITY OF BILLINGS 311 N 23RD ST	13982.76	$ 129.58
A00215 CITY OF BILLINGS N 23RD ST	0	$ 208.58
A00216 CITY OF BILLINGS 360 N 23RD ST	0	$ 337.46
A00251 CITY OF BILLINGS 316 N 26TH ST	0	$ 2,866.65
A00262	0	$ 2,295.22

Petition to Renew Downtown Billings Business Improvement District (BID 0001)

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x

Signature of Property Owner or Representative	Printed Name	Date

City of Billings
Mailing Address: PO BOX 1178

Lot Sq. Ft. Total
2,645,573.04

Tax Code / Owner Name / Property Address	Lot Sq. Ft.	**$ 53,671.01**
CITY OF BILLINGS 2801 3RD AVE N A00352	1742.4	$ 2,023.18
BILLINGS MONTANA PARKING COMMISSION 3RD AVE N A00368	7013.16	$ 10,238.83
CITY OF BILLINGS 220 N 27TH ST A00383	5270.76	$ 4,596.25
CITY OF BILLINGS 220 N 25TH ST A00620	5270.76	$ 2,359.59
CITY OF BILLINGS 1ST AVE N A00630A	7013.16	$ 518.88
CITY OF BILLINGS (blank) A00632	13982.76	$ 99.55
CITY OF BILLINGS N 27TH ST A00633	28009.08	$ 149.34
CITY OF BILLINGS		

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x

Signature of Property Owner or Representative	Printed Name	Date

City of Billings
Mailing Address: PO BOX 1178

Lot Sq. Ft. Total
2,645,573.04

Tax Code / Owner Name / Property Address	Lot Sq. Ft.	**$ 53,671.01**
N 27TH ST A00642A CITY OF BILLINGS	41991.84	$ 564.07
2812 2ND AVE N A00794C CITY OF BILLINGS	41991.84	$ 1,140.26
N BROADWAY A00794M CITY OF BILLINGS	43255.08	$ -
2737-2719 MONTANA AVE A00801A CITY OF BILLINGS	65775.6	$ 236.61
MONTANA AVE A01231 CITY OF BILLINGS	7013.16	$ 99.42
524 S 26TH ST A01233 CITY OF BILLINGS	3484.8	$ 127.16
518 S 26TH ST A01234 CITY OF BILLINGS	7013.16	$ 127.16
516 S 26TH ST		

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x

Signature of Property Owner or Representative | Printed Name | Date

City of Billings
Mailing Address: PO BOX 1178

Lot Sq. Ft. Total
2,645,573.04

Tax Code Owner Name Property Address	Lot Sq. Ft.	**$ 53,671.01**
A01239 CITY OF BILLINGS 2614 5TH AVE S	2787.84	$ 89.08
A01240 CITY OF BILLINGS S 27TH ST	4486.68	$ 88.14
A01241 CITY OF BILLINGS 505 S 27TH ST	7013.16	$ 126.72
A01245 CITY OF BILLINGS 523 S 27TH ST	3484.8	$ 126.24
A01259 CITY OF BILLINGS 24 S 26TH ST	3397.68	$ 281.33
A01266A CITY OF BILLINGS MINNESOTA AVE	7013.16	$ 338.24
A01274 CITY OF BILLINGS 13 S 27TH ST	6882.48	$ 292.16
A01539	20734.56	$ 541.41

Petition to Renew Downtown Billings Business Improvement District (BID 0001)

In accordance with Title 7, Chapter 12, Part 11. Business Improvement Districts, of the Montana Code Annotated 2023, the undersigned hereby petition the *Governing Body* of the City of Billings to extend the duration of Business Improvement District #0001for a 10 year period in compliance with the provisions of this part for the renewal of a district. The Business Improvement District shall include all known tax codes within the boundaries defined in Exhibit A.

x

Signature of Property Owner or Representative | Printed Name | Date

City of Billings
Mailing Address: PO BOX 1178

Lot Sq. Ft. Total
2,645,573.04

Tax Code / Owner Name / Property Address	Lot Sq. Ft.	
		$ 53,671.01
CITY OF BILLINGS 503 S 28TH ST A01688	25961.76	$ 7,931.34
CITY OF BILLINGS 8TH AVE S A01935	20995.92	$ 81.32
CITY OF BILLINGS (blank) A02005A	720787.32	$ 4,400.68
CITY OF BILLINGS - PARKS DEPT 19th-22nd 6TH AVE N A07331	41991.84	$ 247.83
CITY OF BILLINGS 504 N 30TH ST A07341A	720787.32	$ 290.86
CITY OF BILLINGS 510 N BROADWAY A07345	2787.84	$ 3,211.38
CITY OF BILLINGS 510 N BROADWAY A08170B	16988.4	$ 958.97
CITY OF BILLINGS		

Petition to Renew Downtown Billings Business Improvement District (BID 0001)

In accordance with Title 7, Chapter 12, Part 11. Business Improvement Districts, of the Montana Code Annotated 2023, the undersigned hereby petition the *Governing Body* of the City of Billings to extend the duration of Business Improvement District #0001for a 10 year period in compliance with the provisions of this part for the renewal of a district. The Business Improvement District shall include all known tax codes within the boundaries defined in Exhibit A.

x

Signature of Property Owner or Representative | Printed Name | Date

City of Billings
Mailing Address: PO BOX 1178

Lot Sq. Ft. Total
2,645,573.04

Tax Code / Owner Name / Property Address	Lot Sq. Ft.	
		$ 53,671.01
(blank)		
A16450	89994.96	$ 3,960.36
CITY OF BILLINGS		
N 27TH ST		
I00064	118918.8	$ 61.89
CITY OF BILLINGS		
(blank)		
I00078B	2090.88	$ 66.55
BILLINGS MONTANA PARKING COMMISSION		
218 N 29TH ST		
I00140	3049.2	$ 63.79
BILLINGS MONTANA PARKING COMMISSION		
224 N 29TH ST		
I00621	407982.96	$ 135.55
CITY OF BILLINGS		
2404 MONTANA AVE		
I00622	0	$ 78.34
CITY OF BILLINGS		
2314 MONTANA AVE		
I00623	10715.76	$ 131.77
CITY OF BILLINGS		
2310 MONTANA AVE		

Petition to Renew Downtown Billings Business Improvement District (BID 0001)

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x

Signature of Property Owner or Representative | Printed Name | Date

City of Billings
Mailing Address: PO BOX 1178

Lot Sq. Ft. Total
2,645,573.04

Tax Code / Owner Name / Property Address	Lot Sq. Ft.		
			$ 53,671.01
I00648 BILLINGS MONTANA PARKING COMMISSION 2906 3RD AVE N	4878.72	$	74.07
I00649 BILLINGS MONTANA PARKING COMMISION 219 N 30TH ST	3049.2	$	74.14
I00650 BILLINGS MONTANA PARKING COMMISSION 2910 3RD AVE N	40510.8	$	372.33
I00651 BILLINGS MONTANA PARKING COMMISION 214 N 29TH ST	1655.28	$	76.32
I01172 CITY OF BILLINGS (blank)	17816.04	$	1,103.17

Business Improvement District

Printed August 2024

City Council Regular

Date:	04/28/2025
Title:	Acknowledge Receipt of Petition to Vacate Right-of-Way in Annafeld Subdivision, 5th Filing
Presented by:	Debi Meling
Department:	Public Works
Presentation:	No
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

Staff recommends that the City Council acknowledge the receipt of the petition to vacate right-of-way consisting of the carriage lane located in Block 31 of Annafeld Subdivision, Fifth Filing and set a public hearing for May 27th, 2025.

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

McCall Development, the developer of Annafeld Subdivision, requested to vacate right-of-way consisting of a carriage lane (alley) between Lot 5 and Lot 6, Block 31 in Annafeld Subdivision, Fifth Filing. The right-of-way area is 0.058 acres. Annafeld Subdivision, Fifth Filing was platted in July 2024. McCall Development is replatting the adjacent lots with Seventh Filing, which makes the right-of-way and carriage lane unnecessary. There have been no improvements made to the portions of right-of-way to be vacated and the public has no cost basis in the right-of-way. McCall Development is the original developer. Therefore, the right-of-way to be vacated can be returned at no cost to the adjacent property from which it was originally dedicated in accordance with Administrative Order 56. The resolution with a map showing the right-of-way to be vacated and Administrative Order 56 are attached.

The Council action is to acknowledge the receipt of the petition to vacate public right-of-way.

ALTERNATIVES

City Council may:

- Acknowledge receipt of the petition to vacate the above-mentioned right-of-way and set a public hearing for May 27th, 2025; or
- Do not acknowledge the petition to vacate the right-of-way. If the petition is not acknowledged, the right-of-way vacation cannot proceed.

FISCAL EFFECTS

There is no significant fiscal effect to acknowledge receipt of the petition and set a public hearing.

Attachments

Petition
Exhibit
Administrative Order 56
Ownership Report

ENG-25-01063
CH#30770

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
Carriage lane ROW between lot 5 and lot 6 of block 31 in Annafeld Subdivision 5th Filing

We, being all the abutting property owners, request of the City Council the vacation of the above described:

_____Street X Alley _____Other R/W

SIGNATURE	DATE	PROPERTY OWNERSHIP
	2/18/2025	

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works	3/31/25	
Heights Water	NA	
Montana Dakota Utilities	See Attached	
Northwestern Energy	See Attached	
Spectrum	See Attached	
Lumen	See Attached	
City/Co. Planning	3/31/25	

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way:
The petitioner requests vacation of right-of-way for the purpose of re-platting of adjacent lots which makes the carriage lane unnecessary

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:

- X **Title Report(s)**
- X **Comments from all Utilities**
- X **Map of R/W to be Vacated**
- NA **Traffic Accessibility Study (When required by the City)**

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
Carriage lane ROW between lot 5 and lot 6 of block 31 in Annafeld Subdivision 5th Filing

We, being all the abutting property owners, request of the City Council the vacation of the above described:

_____**Street** __X__**Alley** _____**Other R/W**

SIGNATURE	**DATE**	**PROPERTY OWNERSHIP**

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	**Disapproved By/Date**
City Public Works		
Heights Water		
Montana Dakota Utilities		
Northwestern Energy		
Spectrum		
Lumen	2/4/25	
City/Co. Planning		

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way:
The petitioner requests vacation of right-of-way for the purpose of re-platting of adjacent lots which makes the carriage lane unnecessary

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:

_____**Title Report(s)**
_____**Comments from all Utilities**
_____**Map of R/W to be Vacated**
_____**Traffic Accessibility Study (When required by the City)**

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
Carriage lane ROW between lot 5 and lot 6 of block 31 in Annafeld Subdivision 5th Filing

We, being all the abutting property owners, request of the City Council the vacation of the above described:

_____**Street** __X__**Alley** _____**Other R/W**

SIGNATURE	**DATE**	**PROPERTY OWNERSHIP**

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	**Disapproved By/Date**
City Public Works		
Heights Water		
Montana Dakota Utilities	Brandon Lance 02/04/25	
Northwestern Energy	Cody Lux 02/04/25	
Spectrum		
Lumen		
City/Co. Planning		

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way:
The petitioner requests vacation of right-of-way for the purpose of re-platting of adjacent lots which makes the carriage lane unnecessary

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:

- _____**Title Report(s)**
- _____**Comments from all Utilities**
- _____**Map of R/W to be Vacated**
- _____**Traffic Accessibility Study (When required by the City)**

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY
CITY OF BILLINGS

Description of Right-of-Way to be vacated:
Carriage lane ROW between lot 5 and lot 6 of block 31 in Annafeld Subdivision 5th Filing

We, being all the abutting property owners, request of the City Council the vacation of the above described:

_____Street __X__Alley _____Other R/W

SIGNATURE	DATE	PROPERTY OWNERSHIP

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

	Approved By/Date	Disapproved By/Date
City Public Works		
Heights Water		
Montana Dakota Utilities		
Northwestern Energy		
Spectrum	[signature] 2/19/2025	
Lumen		
City/Co. Planning		

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way:
The petitioner requests vacation of right-of-way for the purpose of re-platting of adjacent lots which makes the carriage lane unnecessary

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:

_____Title Report(s)
_____Comments from all Utilities
_____Map of R/W to be Vacated
_____Traffic Accessibility Study (When required by the City)

Fee Received By: Tyler Westrope Date: 4/1/25
City Engineers Office

A DEPOSIT FOR AN APPRAISAL MUST ALSO ACCOMPANY THIS REQUEST.

Deposit Amount:_____

Received By:_____ Date:_____
City Clerk

Copies of City of Billings Ordinance No. 80-4269 and 90-4822, establishing the procedure and compensation to the City of Billings for Discontinuance and Vacation of City Streets, Alleys, and Rights-of-Way, are attached for reference.

The application fee, as stated in BMC 22-602, will be set by the City Administrator after review by the staff. The City Clerk will advertise the public hearing at least one week before the petition is acted upon by the City Council.

This petition is to be returned to the City Clerk, PO Box 1178, Billings, MT 59103. (First Floor, City Hall)

This petition must be accompanied by the statements and reports as listed in BMC 22-601 (a), (b), (c), (d), (e), and (f). (Copy attached)

CONTACT PERSON FOR PETITION:

GREG McCALL
Telephone No.: (406) 591-4747
Mailing Address: McCall Development
1536 Mullowney Lane, Suite 100
Billings, MT 59101
Date: 2/18/2025

CITY COUNCIL ACTION:_____

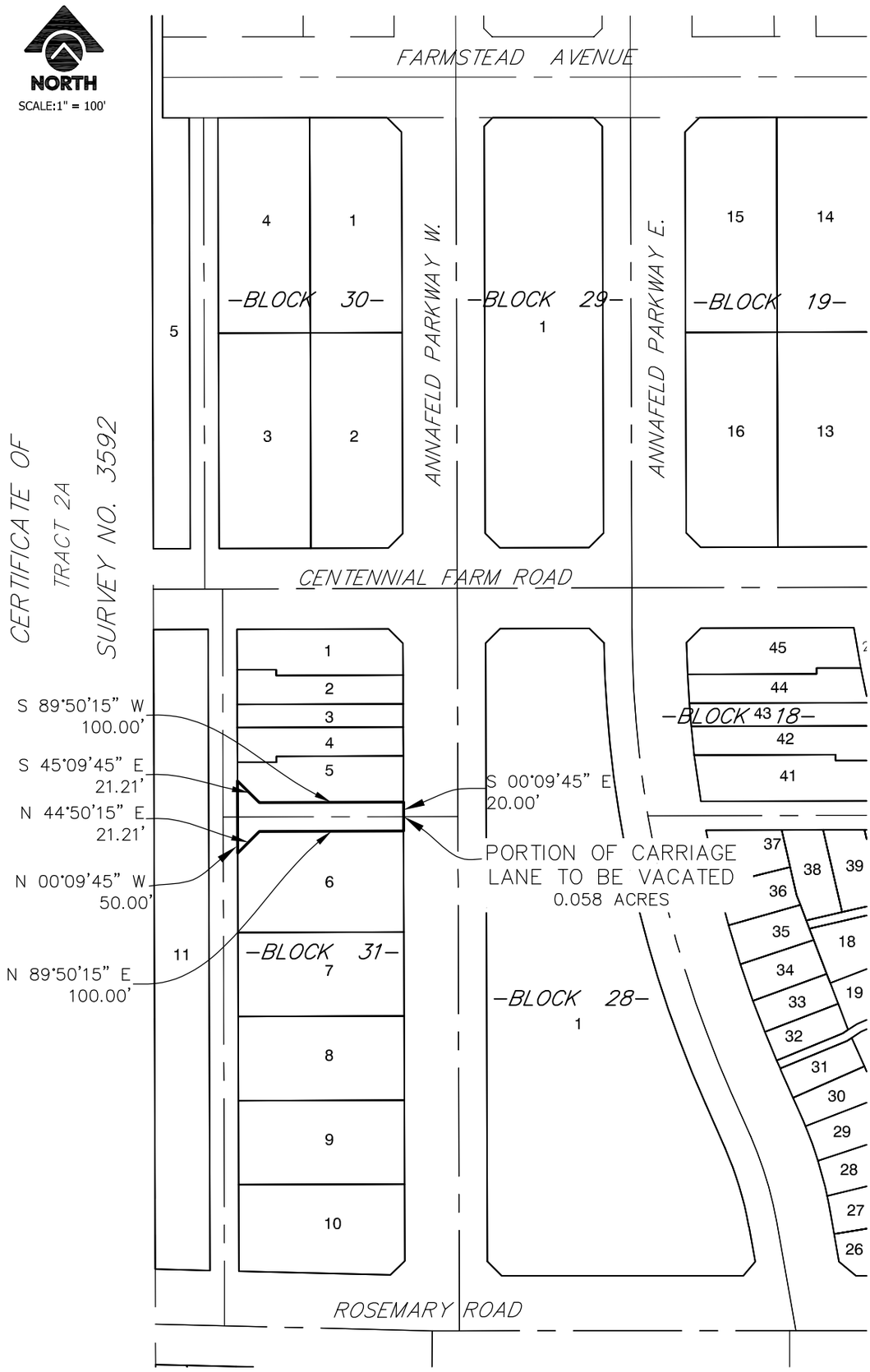
DATE:_____

EXHIBIT A

VACATED PORTION OF PUBLIC RIGHT-OF-WAY FOR CARRIAGE LANE WITHIN ANNAFELD SUBDIVISION

PREPARED FOR : McCALL DEVELOPMENT, INC. JANUARY, 2025

PREPARED BY : sanbell BILLINGS, MONTANA



16001_149_ANNAFELD_5TH_FP - ROW VACATION.DWG 16001.149 01/27/25 LJM

ADMINISTRATIVE ORDER NO. 56

Pursuant to Administrative Order, the following procedure is hereby established for determining the valuation of public rights-of-way proposed for vacation.

1. If the City of Billings and the petitioner mutually agree that vacating a public right-of-way is appropriate, and the public has no cost basis in the right-of-way, staff may recommend to the City Council that the right-of-way be returned to the adjacent property from which it was originally dedicated at no cost. This will generally be limited to rights-of-way within platted but undeveloped subdivisions. It would not generally apply to unimproved rights-of-way within otherwise developed parts of the city.

2. In all other cases, the value of public right-of-way to be vacated shall be established in accordance with City Ordinance #90-4922, except the following administrative procedure may be used in lieu of the preparation of a formal appraisal with the mutual agreement of the petitioner and the City.

    a. The value of public right-of-way to be vacated shall generally be considered to have a value equivalent to the adjacent property to which it would become attached. Costs associated with making the right-of-way whole for development (i.e., relocation of utilities, etc.) will be considered a cost of development and will not generally be deducted from the real property value.

    b. The petitioner may elect to submit comparable sales data from recent property transactions within a reasonable proximity of the proposed right-of-way vacation area. The petitioner and the City may mutually agree to a property value based upon comparable sales data in lieu of the preparation of a formal appraisal.

    c. On a case-by-case basis, the petitioner and the City may agree to a lesser value of the vacated right-of-way based upon the proposed use of the acquired land. This would generally involve proposed developments where the vacated right-of-way would be converted to open green space, park area, or other such use that could be construed as an overall public benefit.

This Administrative Order is intended to recognize the stewardship aspect of administering public assets while acknowledging the equity issues associated with vacation of right-of-way within previously undeveloped areas. It is also intended to recognize that public rights-of-way could be vacated for less than appraised value in those cases where the proposed use would reflect a general benefit to the public.

Dated this 25 day of January 1999

Mark Watson

Mark Watson, City Administrator

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CITY OF BILLINGS

OFFICE OF CITY ADMINISTRATOR

P.O. BOX 1178
BILLINGS, MONTANA 59103
(406) 657-8433
FAX (406) 657-8390

TO: Development Process Advisory Review Board (DPARB)
FROM: Mark Watson, City Administrator
DATE: January 25, 1999

SUBJECT: ADMINISTRATIVE ORDER
PUBLIC RIGHT-OF-WAY VACATIONS

Thank you for your patience in allowing me to consider the recommendations you forwarded several months ago regarding the City's right-of-way vacation policy and procedures. Attached is a copy of the Administrative Order I executed following a careful review of DPARB's recommendation. I sincerely appreciate the time and effort you devoted to considering this issue and would like to take this opportunity to describe for you the differences between the Administrative Order and your specific recommendations.

Section 1 of the Administrative Order provides a basis for the City to return unimproved right-of-way to adjacent properties at no cost in certain specific instances. It is my opinion that City staff should continue to review these on a case-by-case basis. In general, it is my feeling that if someone wished to pursue re platting of lots and realignment of streets within a platted but undeveloped subdivision (like parts of the High Sierra Subdivision, for example), there would be no particular rationale for calculating the square footage difference between public rights-of-way and asking the developer to contribute some corresponding amount to the City. The subdivision would still be developed into residential units, with public streets, which is in line with its original intent. However, in other cases where some amount of public right-of-way is to be attached to an adjacent property for the sole and exclusive use and enjoyment of the adjacent property owner, I believe there is an additional benefit being made available to that property owner so the City should reserve the opportunity to address it in conjunction with the right-of-way vacation proceedings.

I also appreciate your interest and concern in providing a streamlined method for establishing the value of right-of-way to be vacated. However, I cannot agree that we should establish an across-the-board procedure for valuing such right-of-way on the same basis as park land, unless the property to be vacated is expected to be converted to some type of similar use and/or public benefit like park land. Please recognize that the public (i.e., all Billings citizens) is the collective owner of public right-of-way. As stewards of these assets, I must lean toward conducting these proceedings similar to any other business transaction, regardless of how the public might have come into ownership of that particular asset. Please understand, however, that there is room within the Administrative Order to allow for such evaluation, but it would not be mandatory. It would instead be reviewed on a case-by-case basis.

In further regard to streamlining the process of evaluating properties, I am advised that staff already utilizes various less formal methods than specified by current City Ordinance (i.e., formal property appraisal). The Administrative Order formalizes the intent to allow staff to remain flexible in negotiating the value of vacated right-of-way, however, it leaves open the possibility of a formal appraisal, if it becomes necessary.

Thank you again for your time and effort in providing your recommendations.

MSW:tlr

Attachment

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Guarantee

SG 08018865

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Flying S Title and Escrow of Montana, Inc.

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe President

Attest David Wold Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
(e) "date": the effective date.

2. Exclusions from Coverage of this Guarantee.
The Company assumes no liability for loss or damage by reason of the following:
(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
(b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
(c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
(d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.
An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently
(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.
This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
(a) the amount of liability stated in Schedule A;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment of Loss.
(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

13. Arbitration.
Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

ORT Form 3797M
Subdivision Guarantee

Subdivision Guarantee

SCHEDULE A

Order No.: **1138978**
Fee: **$200.00**

Liability: **$15,000.00**
Guarantee No.: **SG 08018865**
Reference No.:

1. Name of Assured: Sanderson Stewart

2. Date of Guarantee: May 08, 2024 at 7:30 A.M.

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lot 6A-1, of Amended Plat of Lot 4, Block 27, Lot 5A, Block 24 and Lot 6A, Block 20, Annafeld Subdivision, Fourth Filing and Tract 2A-1A of Amended Tract 2A-1 of Amended Tract 2A of Amended Tract 2, Certificate of Survey No. 3594, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #4072378.

A. Name of Proposed Subdivision Plat or Condominium Map:
Plat of Annafeld Subdivision,Fifth Filing

B. The Public records purport that only the hereafter names parties appear to have an interest affecting the land necessitating their execution of the names proposed plat or map:
McCall Development, Inc.

C. According to the public records, the following documents purport to affect the described land:

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.

2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances that are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.

7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Yellowstone to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Yellowstone County.

9. 2024 taxes and special assessments are an accruing lien, amounts not yet determined or payable.

   The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2023	$88.83 Paid	$88.82 Paid	A37619	Subject Land
2023	$1,502.34 Paid	$1,502.34 Paid	A37626	Underlying
2023	$22,252.61 Paid	$22,252.60 Paid	A37578	Underlying
2023	$1,311.62 Paid	$1,311.61 Paid	D01916	Underlying

Supplemental 2023 Tax Bill	**Amount**	**/Status**	**Parcel Number**	**Covers**
	$N/A		A37619	Subject Land
Supplemental 2023 Tax Bill	$86.29	Paid	D01916	Underlying

This property may be in a County in which a revised 2023 tax bill may be issued by the County Treasurer's Office. This bill will replace the bill sent in late October 2023. A revised tax bill impacts prorations and lender escrow reserve accounts paid at closing. Please contact the County Treasurer's office for more information. The prorated taxes will be calculated based on the amounts shown above unless the parties instruct otherwise.

10. Special Improvement District No. 1417 Tax Code: A37578
    For: BLGS Improvements
    Amount: $ 289,705.02
    Until: 2024

11. Special Improvement District No. 1417 Tax Code: A37626
    For: BLGS Improvements
    Amount: $ 21,151.13
    Until: 2024

12. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

13. Notice of an easement for a ditch and matters incidental thereto, contained in Warranty Deed; recorded June 26, 1986, in Book/Roll J, Page 407.

14. Easement for railroad right-of-way and matters incidental thereto reserved by Minnesota and Montana Land and Improvement Company, a corporation in Warranty Deed, recorded April 7, 1902 in Book/Roll O, Page 30.

15. Notice of an easement for irrigation ditch and matters incidental thereto, contained in Warranty Deed; recorded February 29, 1904, in Book/Roll S, Page 449.

16. Notice of an easement for ditch and matters incidental thereto, contained in Deed; recorded December 27, 1928, in Book/Roll 138, Page 619, under Document #232838.

17. Easement for pipeline and matters incidental thereto granted to Williston Basin Interstate Pipeline Company, a corporation, recorded October 27, 2005, under Document #3354503.

18. Notice of an easement for public roads and matters incidental thereto, contained in Warranty Deed; recorded January 3, 1935, in Book/Roll 179, Page 266, under Document #297410.

19. Easement for sewer lines and matters incidental thereto granted to The City of Billings, a municipal corporation and political subdivision of the State of Montana, recorded May 8, 2015, under Document #3739365.

20. Perpetual Right-Of-Way easement for sanitary sewer lines and matters incidental thereto granted to the City of Billings, recorded May 11, 2015, under Document #3739637.

    The effect of Partial Termination of Easement recorded November 14, 2019, under Document #3902617.

21. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 3594, filed July 29, 2015, as Document #3748158, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

22. Easement for ingress, egress and matters incidental thereto executed by Leroy J. Walter and Norma J. Walter, recorded July 29, 2015, under Document #3748160.

23. Terms and conditions contained in Access Easement executed by and between Leroy J. Walter, Norma J. Walter and McCall Development, Inc. recorded July 29, 2015, under Document #3748160, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants or restrictions violate 42 USC 3604(c).

24. The effect of Restated Access Easement recorded July 31, 2015, under Document #3748407.

25. The effect of Termination of Easement recorded February 25, 2021, under Document #3961166.

26. Ditch Easement Agreement upon the terms, conditions and provisions contained therein:
    Parties: McCall Development, Inc., a Montana close corporation and Leroy J. Walter and Norma J. Walter
    Recorded: July 31, 2015, under Document #3748408

27. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded February 22, 2016, as instrument number under Document #3769605, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

28. The effect of Subdivision Improvement Agreement and Waiver filed February 22, 2016, under Document #3769606.

29. Planned Development Agreement upon the terms, conditions and provisions contained therein:
Parties: McCall Development, Leroy and Norma Walter, Gary Armstrong and Yellowstone Boys and Girls Foundation
Recorded: April 14, 2016, under Document #3773996

30. The effect of Consent to Minor Modification of Planned Development Agreement for Josephine Landing recorded September 5, 2017, under Document #3826023.

31. The effect of Consent to Minor Modification of Planned Development Agreement for Josephine Landing AKA Annafeld Subdivision recorded June 29, 2023, under Document #4050512.

32. Easement for temporary emergency access and matters incidental thereto, recorded October 27, 2017, under Document #3831833.

33. Easement for temporary storm water drainage and matters incidental thereto, recorded October 27, 2017, under Document #3831835.

34. Easement for temporary turnaround and matters incidental thereto, recorded October 27, 2017, under Document #3831836.

35. Easement for ditch and matters incidental thereto granted to Canyon Creek Ditch Company, recorded October 27, 2017, under Document #3831837 .

36. Covenants, Conditions and Restrictions recorded March 6, 2018 under Document #3843083, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

    Amendment to said Covenants recorded as Instrument No. under Document #3870643.

    Amendment to said Covenants recorded as Instrument No. under Document #3914572.

    Amendment to said Covenants recorded as Instrument No. under Document #4030735.

37. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Amended Tract 2 Certificate of Survey No. 3594 recorded March 1, 2019, as Document #3876931, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

38. Provisions in deed to McCall Development, Inc., recorded March 1, 2019 under Document #3876932.

39. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded April 18, 2019, as instrument number under Document #3880645, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

40. Easement granted to Northwestern Corporation D/B/A Northwestern Energy, a Delaware corporation; Bresnan Communications, LLC, by Charter Communications, Inc., its Manager and Montana-Dakota Utilities, Co., a Division of MDU Resources Group, Inc., a Delaware corporation and Qwest DBA Century Bank, recorded December 4, 2019 under Document #3904576.

41. Declaration of Easements, Covenants and Restrictions recorded April 2, 2020 under Document #3916016, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

    Amendment to said Covenants recorded as Instrument No. 3991440.

    Amendment to said Covenants recorded as Instrument No. 3993314.

42. Easement for temporary turnaround and matters incidental thereto, recorded December 15, 2020, under Document #3951749.

43. Development Agreement upon the terms, conditions and provisions contained therein:
    Parties: McCall Development, Inc. and City of Billings
    Recorded: January 25, 2021, under Document #3956965

44. The effect of Waiver of Right to Protest recorded January 25, 2021, under Document #3956966.

45. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded February 25, 2021, as instrument number under Document #3961163, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

46. The effect of Subdivision Improvement Agreement, recorded February 25, 2021, under Document #3961164.

47. Easement for temporary turnaround and matters incidental thereto recorded February 25, 2021, under Document #3961167.

48. Covenants, Conditions and Restrictions recorded September 24, 2021under Document #3991439, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

49. The effect of Resolution 21-11020 recorded December 15, 2021, under Document #4001245.

50. The effect of Waiver of Right to Protest recorded December 21, 2021, under Document #4001972.

51. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded March 2, 2022, as instrument number under Document #4009586, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

52. Easement for perpetual private access and matters incidental thereto granted to McCall Development, Inc., a Montana corporation, recorded March 2, 2022 under Document #4009588.

53. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded March 3, 2022, as instrument number under Document #4009589, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

54. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded May 25, 2022, as instrument number under Document #4018177, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

55. The effect of Subdivision Improvement Agreement, recorded May 25, 2021, under Document #4018178.

56. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded March 21, 2023, as instrument number 4043109, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

57. The effect of Waiver of Right Protest recorded May 12, 2023 under Document #4046956.

58. The effect of Agreement Annafeld Subdivision, All Filings including C/S 3592 Parcel 2, C/S 3594 Parcel 2A-1A, Consent to Minor Modification of Planned Development Agreement for Josephine Landing AKA Annafeld Subdivision recorded June 29, 2023 under Document #4050512.

59. Mortgage, to secure an original indebtedness of $2,101,834.00, dated July 28, 2023 and any other amounts and/or obligations secured thereby.
Recorded: August 4, 2023, under Document #4053589
Mortgagor: McCall Development, Inc.
Mortgagee: Western Security Bank, Division of Glacier Bank

60. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded April 24, 2024, as instrument number under Document #4072378, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Old Republic National Title Insurance Company

Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

rev. 07/2016

OLD REPUBLIC TITLE

FACTS	**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are ***no longer*** our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	**Does Old Republic Title Share?**	**Can you limit this sharing?**
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	**Yes**	**No**
For our marketing purposes – to offer our products and services to you	**No**	**We don't share**
For joint marketing with other financial companies	**No**	**We don't share**
For our affiliates' everyday business purposes — information about your transactions and experiences	**Yes**	**No**
For our affiliates' everyday business purposes — information about your creditworthiness	**No**	**We don't share**
For our affiliates to market to you	**No**	**We don't share**
For non-affiliates to market to you	**No**	**We don't share**

Questions	**Go to** www.oldrepublictitle.com **(Contact Us)**

Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. *• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. *• Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. *• Old Republic Title doesn't jointly market.*

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	**American First Title & Trust Company**	**American Guaranty Title Insurance Company**	**Attorneys' Title Fund Services, LLC**	**Compass Abstract, Inc.**
eRecording Partners Network, LLC	**Genesis Abstract, LLC**	**Kansas City Management Group, LLC**	**L.T. Service Corp.**	**Lenders Inspection Company**
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Old Republic Branch Information Services, Inc.	**Old Republic Diversified Services, Inc.**	**Old Republic Exchange Company**	**Old Republic National Title Insurance Company**	**Old Republic Title and Escrow of Hawaii, Ltd.**
Old Republic Title Co.	**Old Republic Title Company of Conroe**	**Old Republic Title Company of Indiana**	**Old Republic Title Company of Nevada**	**Old Republic Title Company of Oklahoma**
Old Republic Title Company of Oregon	**Old Republic Title Company of St. Louis**	**Old Republic Title Company of Tennessee**	**Old Republic Title Information Concepts**	**Old Republic Title Insurance Agency, Inc.**
Old Republic Title, Ltd.	**Republic Abstract & Settlement , LLC**	**Sentry Abstract Company**	**The Title Company of North Carolina**	**Title Services, LLC**
Trident Land Transfer Company, LLC				

City Council Regular
Date: 04/28/2025
Title: Annafeld Subdivsion, 7th Filing - City Major Subdivision Preliminary Plat
Presented by: David Green
Department: Planning & Community Services
Presentation: No
Legal Review: Not Applicable
Project Number: PZX-24-00224

RECOMMENDATION

The Planning Board recommends to City Council that the preliminary plat of Annafeld Subdivision, 7th Filing be conditionally approved and the Findings of Fact adopted as presented in the staff report.

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

On February 3, 2025 , Sanbel , on behalf of McCall Development, LLC , applied for Preliminary Major Plat approval for Annafeld Subdivision, 7th Filing . The proposed subdivision creates 92 lots for development. The subject property is generally located south of Elysian Road and east of East Lane . The property is zoned PD - Planned Development. The land was formerly Phase 2 of Annafeld, 5th Filing, but the applicant is relocating lot lines and taking the lots that were larger and making them into smaller lots to meet the market demand they are experiencing. The road locations will not be changing and the parkland dedication will not be changing. The land is currently vacant .

VARIANCES REQUESTED

No variances from the City Subdivision Regulations have been requested.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Department, 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.

PROCEDURAL HISTORY

- Pre-Application Meeting: December 5, 2025
- Preliminary Plat application submitted to Planning Division: February 3, 2025
- Departmental Review Meeting: February 13, 2025
- Preliminary Plat Resubmittal: February 20, 2025
- Planning Board Plat Review: March 11, 2025
- Planning Board Public Hearing: March 25, 2025
- Preliminary Plat to City Council: April 28, 2025
- 60 Working-Day Preliminary Plat Review period ends: April 29, 2025

PLAT INFORMATION

General location: South of Elysian Road and east of East Lane

Legal Description: Being Lots 17-45 of Block 18, Lots 13-16 of Block 19, Lot 1 of Block 28, Lot 1 of Block 29, Lots 1-5 of Block 30, and Lots 1-11 of Block 31 Annafeld Subdivision, 5th Filing.

Owner/Subdivider: McCall Development, LLC

Engineer and Surveyor: Sanbell Engineering

Existing Zoning:	Planned Development
Existing land use:	Vacant
Proposed land use:	Residential
Gross and Net area:	8.639 acres / 8.639 acres
Proposed number of lots:	92
Lot size:	Max: 87,968 square feet Min: 1,200 square feet
Parkland requirements:	Parkland dedication requirement is 1.932 acres. The applicant is providing 2.088 acres.

TRAFFIC IMPACT STUDY - SUMMARY

The 7th Filing is projected to have 53 town homes and 24 small single-family homes. This would replace the 72 town homes and 50 condos originally planned for Phase 2 of the Fifth Filing. The 7th Filing is projected to reduce the previously calculated Fifth Filing Phase 2 trip total by 247 average weekday trips. The studied intersections are anticipated to operate similarly to existing conditions at the time this filing is fully built out. Below are the intersections that were included in this study and the percentage of contribution required to those intersections. These percentages were paid with the Annafeld, 5th Filing, Phase 2. No additional contributions will be required.

Mullowney Lane & S Frontage Road/Midland Road	1.38%
Mullowney Lane & Elysian Road	1.83%
Elysian Road & East Lane	0.58%
Elysian Road & S. Frontage Road	0.53%
East Lane & S. Frontage Road	0.09%

STAKEHOLDERS

Planning Board Public Hearing Meeting - March 25, 2025

Staff gave a brief presentation about the subdivision to the Planning Board. After the presentation, staff asked if there were any questions from the board members. There were no questions from members of the planning board about the subdivision.

The Planning Board President then opened the public hearing for anyone wishing to comment on the proposed subdivision. No one from the public stood to speak for or against the proposed subdivision. The public hearing was then closed.

A motion was made by Board Member Staley and seconded by Board Member Stephenson to forward a recommendation of conditional approval to the City Council. The vote was unanimously approved.

ALTERNATIVES

In accordance with state law, the City Council has 60 working days to act upon this major preliminary plat. The 60 working day review period for the proposed plat ends on April 29, 2025. State and City subdivision regulations also require that preliminary plats be reviewed using specific criteria, as stated within this report. The City may not unreasonably restrict an owner's ability to develop land if the subdivider provides evidence that any identified adverse effects can be mitigated. Within the 60 working day review period, the City Council is required to:

1. Approve;
2. Conditionally Approve; or
3. Deny the Preliminary Plat

FISCAL EFFECTS

This plat will have no fiscal impacts on the City/County Planning Division.

SUMMARY

One of the purposes of the City's subdivision review process is to identify potential negative effects of property being subdivided. Negative effects that are identified become the subdivider's responsibility to mitigate. Various City

departments, private service/utility providers and the affected school districts, have reviewed this application and provided input on effects and mitigation. The Findings of Fact, which are presented as an attachment, discuss potential negative impacts of the subdivision and conditions of approval are recommended as measures to further mitigate any impacts. In this case, there were found to be minimal impacts from this proposed subdivision.

Attachments

Findings of Fact
Proposed Plat
Draft SIA
Mayors Letter

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Annafeld Subdivision, 7th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is vacant but was part of the Annafeld 5th Filing, Phase 2. 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 Annafeld Subdivision water system consists of a series of looped water mains located in each of the local streets. The subdivision water system will consist of new 8-inch water main in all streets within Annafeld Subdivision, Seventh Filing. Future filings of the Annafeld Planned Development will provide the opportunity to make additional connections to the trunk main in Elysian Road providing water main looping.

   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 to Annafeld Sub., Seventh Filing will be provided by connecting to the existing 8-inch gravity sewer main located in Rosemary Road at Annafeld Parkway East and Annafeld Parkway West. There is an existing 10-inch sewer main located in Centennial Farm Road, from St. George Boulevard to Annafeld Parkway E., and extends north in Annafeld Parkway E. to Farmstead Avenue. All new services shall be installed in accordance with design standards, specifications, rules and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under the heading VI Utilities, B, Sanitary Sewer.

   Private Utilities will be provided from existing facilities to the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

Stormwater – The storm drainage system for Annafeld Subdivision, Seventh Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, then into Hogan's Slough. All drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

b. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

c. **Streets** – All internal streets (excluding Annafeld Parkway East and Annafeld Parkway West) within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All public roads will be built to provide a 34-foot back-to-back curb street width.

Annafeld Parkway East and Annafeld Parkway West will be designed for one-way traffic with 45-degree turn-in parking on one side of the drive aisle and parallel parking on the other side. Total width of Annafeld Parkway East and West will be 45.25-feet back of curb to back of curb. Each street will consist of 8.5-feet width for parallel parking space, 20-foot-wide drive aisle and 16.75-foot width for the 45-degree turn-in parking.

All internal streets and carriage lanes will be built according to the standards of the City of Billings Public Works Department. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

The sidewalks will be installed by the respective lot owners on a lot-by-lot basis, as lots develop. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. The developer will also install all ADA required ramps at the intersections within the proposed subdivision. The developer shall construct the 5-foot-wide boulevard sidewalk adjacent to private park on Lot 1, Block 28; Lot 1 (north, east, and west sides) and Lots 25 and 34, Block 18 at the time of private park development. This information is all in the SIA under the heading Transportation.

Findings of the Traffic Impact Study:

A traffic accessibility study update has been completed for the Annafeld Subdivision, Seventh Filing. All required intersection improvement contributions identified therein shall be completed by the Subdivider at the Subdivider'sexpense. However, Annafeld Subdivision 7th Filing was previously Annafeld Subdivision, 5th Filing, Phase 2 and intersection contributions were previously made for the 5th Filings Phase 2. Based on the TIS update, the intersection contribution previously made for Annafeld Subdivision, 5th Filing Phase 2 are adequate for the impacts from Annafeld Subdivision, 7th Filing. No additional intersection contributions are required. Traffic for Annafeld 7th Filing is actually less than the traffic anticipated with Annafeld 5th Filing Phase 2.

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed for Seventh Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

d. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station, Fire Station #5, is located at 605 S 24th Street West. The subdivision is located within the ambulance service area of American Medical Response (AMR).

e. **Schools** – Elysian School (School District #23) provides service to students within this subdivision for elementary through middle school. Elysian school has additional capacity for students. School District #2 provides service to students within this subdivision for high school (West High School). School District #2 responded stating West High School is over capacity at this time.

f. **Parks and Recreation** – This subdivision is part of a master planned development. The parkland dedication has been met through the dedication of a public park near the river and private parks throughout Annafeld Subdivision. Parkland has been provided with Annafeld Subdivision Filings 1 through 6. Annafeld 7th Filing is part of Annafeld 5th filing. The 5th filing provided parkland. That park land will meet the required amount for the 7th Filing.

g. **Mail Delivery -** The developer shall coordinate with the United States Postal Service to determine the preferred type and location of mail delivery system for this subdivision. **(Condition #1)**

h. **Phasing of Development** – This subdivision will not be developed in phases.

3. Effect on the natural environment

The subject property is currently vacant with the proposed use of residential development. The property is not located within a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal.

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area, which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on public health, safety and welfare

There will be no significant impacts to public health, safety and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired.
>
> **Home Base (healthy, safe and diverse housing options):** Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
>
> **Essential Investments (relating public and private expenditures to public values)**: Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.
>
> Developed parks that provide recreation, special amenities (community gardens, dog parks, viewing areas), and active living opportunities are desirable for an attractive and healthy community.

3. 2023 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is within the Billings Area Bikeways and Trail Master Plan. There are no trails identified within the subdivision. There is currently a 10 wide bike and pedestrian trail along the south side of Elysian Road that goes from Elysian School to Mullowney Lane. No additional improvements of this nature are anticipated.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act, and the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is located within Annafeld Planned Development zoning. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access to the subdivision will be provided by Farmstead Avenue, Centennial Farm Road, and Rosemary Road. Carriage Lane access is also provided to residential lots within the subdivision.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Annafeld Subdivision, 7th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.

- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.

- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board recommends to City Council that the preliminary plat of Annafeld Subdivision, 7th Filing be conditionally approved and the Findings of Fact adopted as presented in the staff report.

Approved by the Billings City Council, April 28, 2025

_____

William A. Cole, Mayor

PRELIMINARY PLAT OF

ANNAFELD SUBDIVISION, 7TH FILING

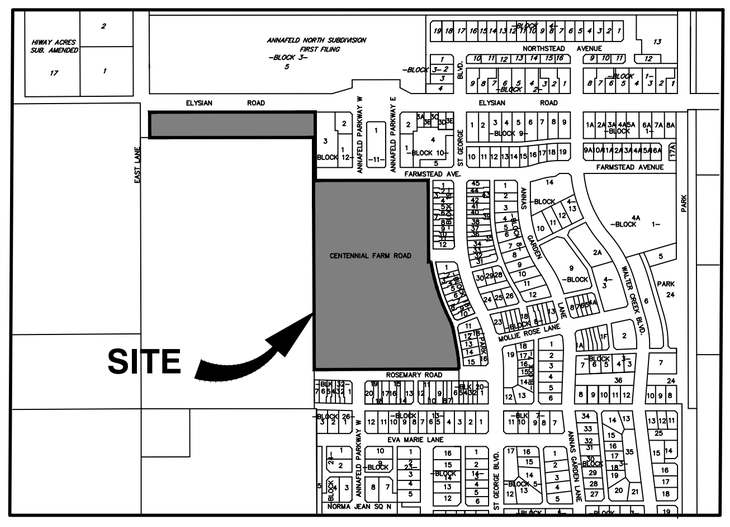
BEING LOTS 17–45, BLOCK 18, LOTS 13–16, BLOCK 19, LOT 1, BLOCK 28, LOT 1, BLOCK 29; LOTS 1–5, BLOCK 30 AND LOTS 1–11, BLOCK 31 ANNAFELD SUBDIVISION, 5TH FILING SITUATED IN THE NW 1/4 OF SECTION 19, T.1S., R. 26E., P.M.M. IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

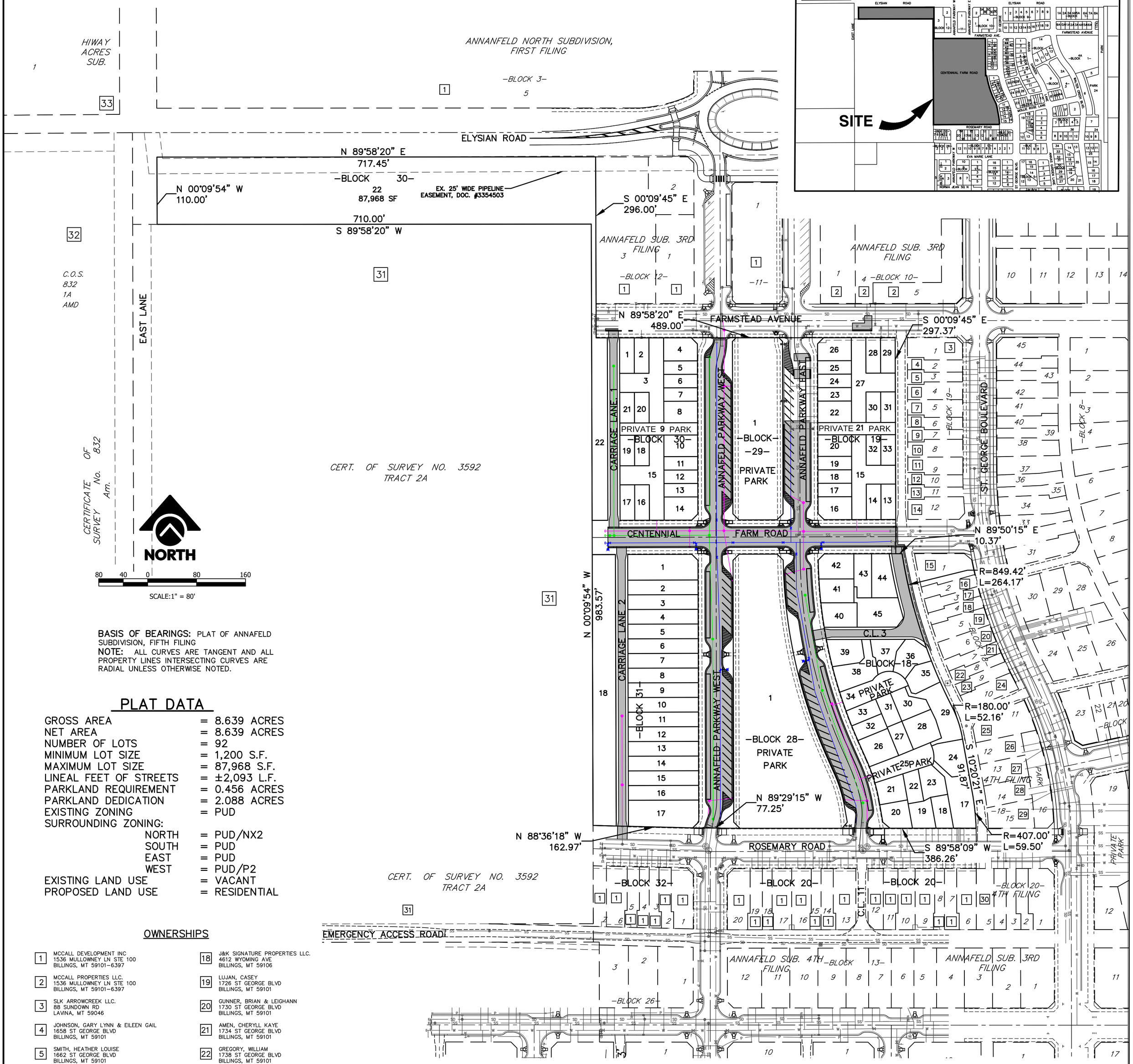
PREPARED FOR : McCALL DEVELOPMENT, INC.

PREPARED BY : sanbell

FEBRUARY, 2025

BILLINGS, MONTANA





BASIS OF BEARINGS: PLAT OF ANNAFELD SUBDIVISION, FIFTH FILING

NOTE: ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

PLAT DATA

GROSS AREA	= 8.639 ACRES
NET AREA	= 8.639 ACRES
NUMBER OF LOTS	= 92
MINIMUM LOT SIZE	= 1,200 S.F.
MAXIMUM LOT SIZE	= 87,968 S.F.
LINEAL FEET OF STREETS	= ±2,093 L.F.
PARKLAND REQUIREMENT	= 0.456 ACRES
PARKLAND DEDICATION	= 2.088 ACRES
EXISTING ZONING	= PUD
SURROUNDING ZONING:	
NORTH	= PUD/NX2
SOUTH	= PUD
EAST	= PUD
WEST	= PUD/P2
EXISTING LAND USE	= VACANT
PROPOSED LAND USE	= RESIDENTIAL

OWNERSHIPS

1 MCCALL DEVELOPMENT INC
1536 MULLOWNEY LN STE 100
BILLINGS, MT 59101–6397

2 MCCALL PROPERTIES LLC.
1536 MULLOWNEY LN STE 100
BILLINGS, MT 59101–6397

3 SLK ARROWCREEK LLC.
88 SUNDOWN RD
LAVINA, MT 59046

4 JOHNSON, GARY LYNN & EILEEN GAIL
1658 ST GEORGE BLVD
BILLINGS, MT 59101

5 SMITH, HEATHER LOUISE
1662 ST GEORGE BLVD
BILLINGS, MT 59101

6 BENSON, SEAN C
1666 ST GEORGE BLVD
BILLINGS, MT 59101

7 CUDAHY, SEAN A & BRUCE
1670 ST GEORGE BLVD
BILLINGS, MT 59101

8 GANETE, AMANDA
1674 ST GEORGE BLVD
BILLINGS, MT 59101

9 MATHEWS, BROOKE
1678 ST GEORGE BLVD
BILLINGS, MT 59101

10 BLAIR, SCOTT B & ALEXANDRA C
5415 GREEN TEAL DR
BILLINGS, MT 59106

11 MCCRARY, MOLLY (AKA) MOLLY E MCCRARY
1686 ST GEORGE BLVD
BILLINGS, MT 59101

12 MULLER, BECCA C & SIGFRID A
1690 ST GEORGE BLVD
BILLINGS, MT 59101

13 BURNS REVOCABLE LIVING TRUST
1615 FRONT ST
BILLINGS, MT 59101

14 WILHELM, KARL
1698 ST GEORGE BLVD
BILLINGS, MT 59101

15 STRICKER, MATT & KATY
1710 ST GEORGE BLVD
BILLINGS, MT 59101

16 HOYEM, RYLEE D
1714 ST GEORGE BLVD
BILLINGS, MT 59101

17 DRAKE, MELISSA
1718 ST GEORGE BLVD
BILLINGS, MT 59101

18 J&K SIGNATURE PROPERTIES LLC.
4612 WYOMING AVE
BILLINGS, MT 59106

19 LUJAN, CASEY
1726 ST GEORGE BLVD
BILLINGS, MT 59101

20 GUNNER, BRIAN & LEIGHANN
1730 ST GEORGE BLVD
BILLINGS, MT 59101

21 AMEN, CHERYLL KAYE
1734 ST GEORGE BLVD
BILLINGS, MT 59101

22 GREGORY, WILLIAM
1738 ST GEORGE BLVD
BILLINGS, MT 59101

23 BEEDE, BROCK W & KYLIE
1742 ST GEORGE BLVD
BILLINGS, MT 59101

24 1746 ST GEORGE BLVD LLC
1336 RIVIERA PL
BILLINGS, MT 59106

25 REDFORD, TAWNY E & MAREEAR
1750 ST GEORGE BLVD
BILLINGS, MT 59101

26 SBW TRUST
1754 ST GEORGE BLVD
BILLINGS, MT 59101

27 CALDERWOOD, DAWN SURVIVING TRUSTEE
4313 DUCK CREEK RD
BILLINGS, MT 59101

28 KUCK, DAVID A
1762 ST GEORGE BLVD
BILLINGS, MT 59101

29 LANDIS, KATIE
1766 ST GEORGE BLVD
BILLINGS, MT 59101

30 NIENHUIS, DAVID
6156 ROSEMARY RD
BILLINGS, MT 59101

31 GARY J ARMSTRONG LIVING TRUST
1701 EAST LANE
BILLINGS, MT 59101–6364

32 SCHOOL DISTRICT #23
6416 ELYSIAN RD
BILLINGS, MT 59101–6314

33 KELLER, ARLISS M
1540 EAST LANE
BILLINGS, MT 59101–6329

16001_165_AF_7TH_PREPLAT.DWG 16001.165 02/20/2025

PRELIMINARY PLAT OF

ANNAFELD SUBDIVISION, 7TH FILING

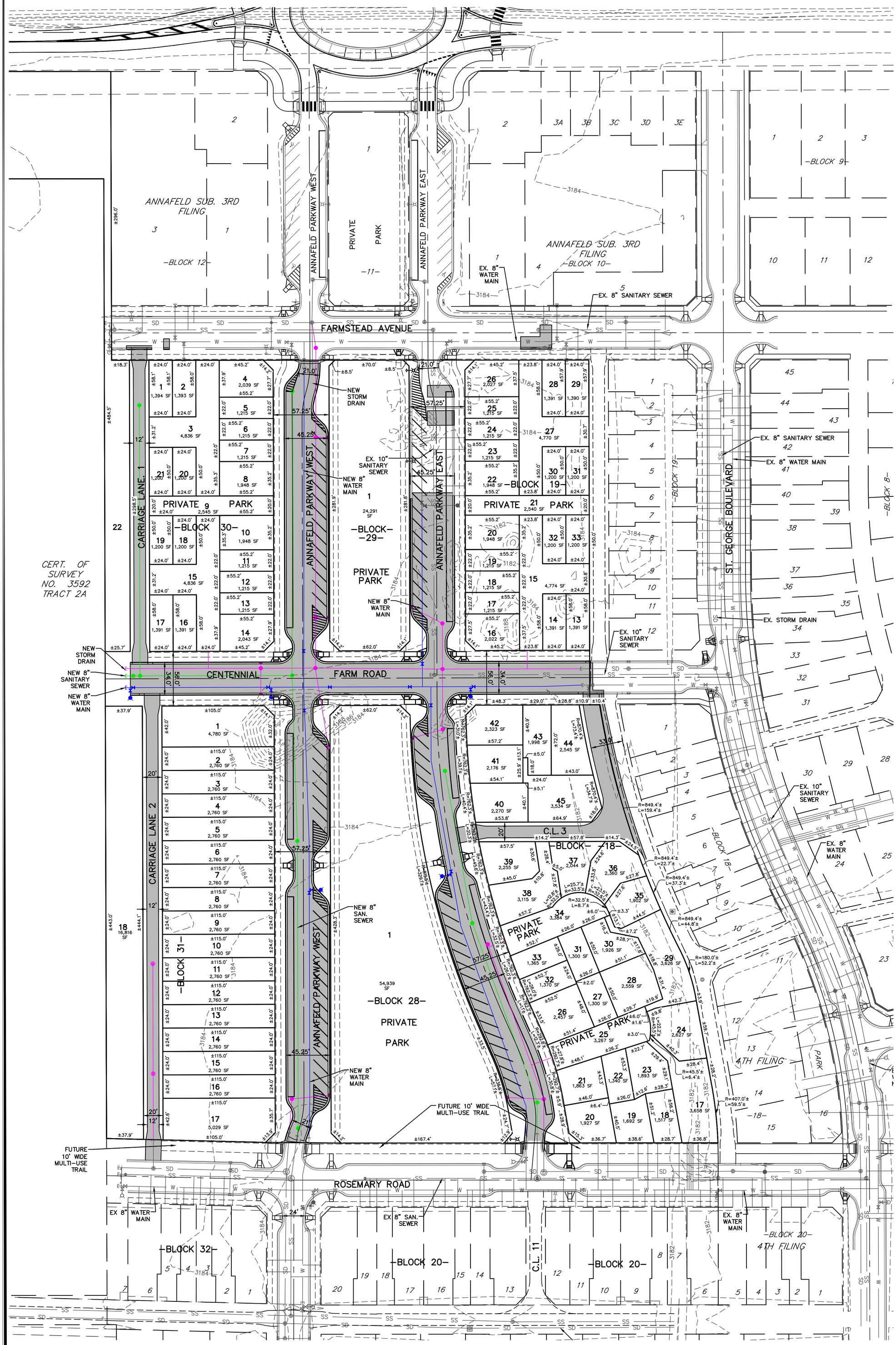
BEING LOTS 17–45, BLOCK 18, LOTS 13–16, BLOCK 19, LOT 1, BLOCK 28, LOT 1, BLOCK 29; LOTS 1–5, BLOCK 30 AND LOTS 1–11, BLOCK 31 ANNAFELD SUBDIVISION, 5TH FILING SITUATED IN THE NW 1/4 OF SECTION 19, T.1S., R. 26E., P.M.M. IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : McCALL DEVELOPMENT, INC.

PREPARED BY : sanbell

FEBRUARY, 2025

BILLINGS, MONTANA



16001_165_AF_7TH_PREPLAT.DWG 16001.165 02/20/2025

Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD SUBDIVISION, SEVENTH FILING

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WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS WAIVER-1

Return to:
Sanbell
1300 North Transtech Way
Billings, MT 59102

SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS ANNAFELD SUBDIVISION, SEVENTH FILING

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **MCCALL DEVELOPMENT, INC.**, whose address for the purpose of this agreement is 1536 Mullowney Lane, Suite 100; Billings, Montana 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the plat of Annafeld Subdivision, Seventh Filing located in Yellowstone County, Montana was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the ___ day of _____ 20__, the Board of Planning recommended conditional approval of a preliminary plat of Annafeld Subdivision, Seventh Filing; and

WHEREAS, at a regular meeting conducted on the _____ day of _____ 20__, the City Council conditionally approved a preliminary plat of Annafeld Subdivision, Seventh Filing; and

WHEREAS, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to Annafeld Subdivision, Seventh Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The subdivision shall comply with all requirements of the City of

Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

None requested

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within five years, the City has the right to construct the sidewalk and assess the property owners.

B. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

C. Lot owners should be aware that this subdivision is built with a "traditional neighborhood" design. The single-family dwellings will have the garage set in the rear of the lots. The access will be provided to the garages by means of a paved Carriage Lane.

D. Lot owners should be aware that this subdivision is zoned "Planned Development" (PD). Special zoning regulations regarding lot development will be enforced in accordance with the Amended Planned Development Agreement recorded at the Yellowstone County Clerk and Recorders Office under Document No. 3826023.

E. Lot owners should be aware that this subdivision is adjacent to wildlife habitat. Consequently, owners are advised that wildlife indigenous to the area is found on the property and may impact the developed property and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens. Any impacts associated with wildlife and any damage arising there from is the responsibility of the lot owners.

F. No water rights have been transferred to the individual lot owners but may be held by the Subdivider and/or the homeowners association. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners without the permission of the controlling ditch company.

G. Lot owners should be aware they may be required to participate in a park maintenance district administered by the homeowners' association for Annafeld Subdivision, Seventh Filing.

H. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28-201, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

I. Lot owners should be aware that Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm. Higher house finished floor elevations may be required on a lot-by-lot basis.

J. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual.*

III. TRANSPORTATION

A. Streets

1. All internal access roads and site improvements within the subdivision will be in accordance with the City of Billings Site Development Ordinance, City Zoning Ordinance, the *Stormwater Management Manual*, and other applicable City codes, rules, and regulations.

2. All internal streets (excluding Annafeld Parkway East and Annafeld Parkway West) within the subdivision shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. All public roads will be built to provide a 34-foot back-to-back curb street width. The design cross-sections of said streets shall be submitted to, and approved by, the City of Billings Public Works Department. The street improvements will be completed by private contract or SID.

3. Annafeld Parkway East and Annafeld Parkway West will be designed for one-way traffic with 45-degree turn-in parking on one side of the drive aisle and parallel parking on the other side. Total width of Annafeld Parkway East and West will be 45.25-feet back of curb to back of curb. Each street will consist of 8.5-feet width for parallel parking space, 20-foot-wide drive aisle and 16.75-foot width for the 45-degree turn-in parking. The street shall be built to grade with a satisfactory subbase, base course, curb and gutter, and asphalt surface. The design cross-section of said street shall be submitted to, and approved by, the City of Billings

Public Works Department. The street improvements will be completed by private contract or SID.

4. At the time of this Filing, Phase IV of Harmony Meadows Subdivision, Second Filing has not been constructed. Therefore, a physical connection between Annafeld Subdivision and Harmony Meadows Subdivision cannot be made. Furthermore, even if the Story Road connection were constructed, the traffic generated from Annafeld Subdivision, Seventh Filing would be unlikely to utilize Story Road based on proximity to East Lane and Elysian Road and the land uses that are currently in Harmony Meadows Subdivision. Therefore, a detailed traffic impact analysis of the Story Road connection to Harmony Meadows Subdivision is not required for this Filing of Annafeld Subdivision.

   The Subdivider agrees to contribute up to 50 percent of the cost for design, permitting, and construction of the Hogan's Slough crossing on Story Road by a cash contribution or by SID. If the cash contribution is not sufficient to cover 50 percent of the crossing costs at the time of construction, the City retains the right to create a SID to recover additional design and construction costs.

   The timing of the contribution or SID for the Hogan's Slough crossing on Story Road shall be made at the earlier of the following:

   I. At the time an Annafeld Subdivision Traffic Impact Study recommends the Story Road connection be completed.
   II. At the commencement of construction of Phase IV improvements for Harmony Meadows Subdivision, 2nd Filing.
   III. Prior to final plat approval of the final filing of Annafeld Subdivision.

5. A traffic accessibility study update has been completed for Annafeld Subdivision, Seventh Filing. The traffic accessibility study identified required intersection improvement contributions attributable to Annafeld

Subdivision, Seventh Filing. However, Annafeld Subdivision Seventh Filing was previously included as Annafeld Subdivision, Fifth Filing, Phase 2, and intersection contributions were previously paid to the City of Billings for Fifth Filing Phase 2 by the Subdivider. Based on the analysis in the traffic accessibility study, the intersection contribution previously made for Annafeld Subdivision, Fifth Filing Phase 2 is adequate for the impacts required for Annafeld Subdivision, Seventh Filing. No additional intersection contributions are required for Annafeld Subdivision, Seventh Filing.

B. Carriage Lanes

All Carriage Lanes within the subdivision shall be built to grade with a satisfactory subbase, base course, and asphalt surface or concrete surface. All Carriage Lane approaches constructed with asphalt shall be replaced with concrete by the Subdivider at the time when home construction is complete. In the event asphalt approaches within the subdivision are not replaced with concrete within three years of the date of recording of the final plat, the City may construct the concrete approaches and assess the Subdivider for the costs associated with the approach construction. Carriage Lane pavement widths shall be 12-feet. The design cross-sections of said Carriage Lanes shall be submitted to, and approved by, the City of Billings Public Works Department. No trees are allowed to be planted in the Carriage Lane. In addition, no shrubs taller than two feet are allowed to be planted in Carriage Lanes. The existing Carriage Lane constructed with Annafeld Fourth Filing to the west of existing Lots 1 through 5, Block 18 will be widened to a 33-foot drive aisle along the frontage adjacent to Lots 41 through 45, Block 18 to provide emergency vehicle access.

C. Sidewalks

Subdivider shall install handicap access ramps at the time of lot development, where necessary. Construction of sidewalks along frontage of the lots shall be installed by the lot owner at the time of lot development. Sidewalks along the street frontage shall be minimum 5-foot-wide and separated with a boulevard width not less than five feet. Developer shall construct a 5-foot-wide boulevard sidewalk adjacent to right of way for private parks on Lot

1, Block 28; Lot 1, Block (north, east, and west sides) and Lots 25 and 34, Block 18 at the time of private park development.

D. Street Lighting

Street lighting is required for this subdivision. It is anticipated that street lighting will be installed for Seventh Filing by private contract or SID. A Street Light Maintenance District will be created for operation and maintenance of the lighting at a future date and is included in the waiver of right to protest.

E. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

F. Access

Access to the subdivision will be provided by Farmstead Avenue, Centennial Farm Road, and Rosemary Road. Access to residential lots will be provided by public right of way (street and carriage Lane) and/or private parks within the subdivision.

G. Billings Area Bikeway and Trail Master Plan

A multi-use trail has been constructed along the south boundary of Elysian Road. Said multi-use trail extends from the east boundary of the subdivision to the easterly right-of-way line of East Lane.

In addition, a 10-foot-wide multi-use path will be provided on the north side of Rosemary Road (adjacent to Lots 17-20, Block 18; Lot 1, Block 28; and Lot 17 Block 31). Construction of this 10-foot-wide multi-use path will occur with adjacent lot and private park development. No additional trail improvements will be required as part of this subdivision.

H. Public Transit

There are no MET Transit routes that service this subdivision at this time. The nearest established route is at the intersection of Midland Road and Mullowney Lane. No improvements with regard to MET Transit vehicles are anticipated at this time.

IV. EMERGENCY SERVICE

A. Fire Hydrants

Emergency service will be provided by the City. Placement of fire hydrants will be as required by the City of Billings Fire Department.

B. Construction of Buildings

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-foot-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction, or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

C. Building Location

All buildings shall be located on each lot so that the furthest portion of each building is within 150-feet from an approved fire department access road over an approved route excluding all carriage lanes.

V. STORM DRAINAGE

A. A stormwater management plan shall be submitted to the Engineering Division prior to final plat approval. The storm drainage system for Annafeld Subdivision, Seventh Filing will consist of a curb and gutter surface collection and curb inlets that drain into storm drainage piping, as well as surface conveyance. The storm drain piping will discharge into existing storm drain piping and to an existing mechanical stormwater filtration manhole, then into Hogan's Slough. All drainage improvements shall comply with the provisions of the City of Billings *Stormwater Management Manual* and Chapter 28, BMCC.

B. The mechanical stormwater filtration manholes are existing, and associated improvements are privately owned and maintained by the HOA. Annafeld Subdivision, Seventh Filing will be included in the HOA that is responsible to maintain these facilities. O&M requirements and HOA maintenance and fiscal responsibilities have been outlined within the Annafeld Subdivision, First Filing I O&M Manual.

C. Hogan's Slough adjacent to the subdivision is a major stormwater outfall for Billings west end. There is a possibility that the slough could overtop during a major storm event. Based upon the existing topography near Hogan's Slough and the Elysian Road Bridge, it is anticipated that the channel would overtop northeast of Elysian Road and flow east prior to overtopping Elysian Road. There is the possibility however that Elysian Road could be overtopped during a major storm event. If that occurs, flows not carried within the Hogan's Slough channel would be carried within the subdivision streets. The elevation of residential dwellings and commercial structures must be established in recognition of the City's policy that storm runoff flows are allowed to a depth of 18-inches in the gutter flowline of adjacent streets during the major storm.

D. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for any construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the City of Billings *Stormwater Management Manual.*

E. The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution Prevention Plan (SWPPP) filed with the City and the State Department of Environmental Quality (DEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by DEQ under the General Permit for Stormwater discharges Associated with Construction Activity, Chapter 28, BMCC and the City of Billings *Stormwater Management Manual.*

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department - Engineering Division. The extension of/connection to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Subdivider/owner acknowledges that the subdivision shall be subject to the applicable system development fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of, and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

The Annafeld Subdivision water system consists of a series of looped water mains located in each of the local streets. The subdivision water system will consist of new 8-inch water main all

streets within Annafeld Subdivision, Seventh Filing. Future filings of the Annafeld Planned Development will provide the opportunity to make additional connections to the trunk main in Elysian Road providing water main looping.

B. Sanitary Sewer

Sanitary sewer service to Annafeld Sub., Seventh Filing will be provided by connecting to the existing 8-inch gravity sewer main located in Rosemary Road at Annafeld Parkway East and Annafeld Parkway West. There is an existing 10-inch sewer main located in Centennial Farm Road, from St. George Boulevard to Annafeld Parkway E., and extends north in Annafeld Parkway E. to Farmstead Avenue. All sanitary sewer construction improvements shall be installed in conformance with the design standards, specifications, and rules and regulations of the City of Billings and Montana Department of Environmental Quality, and will be approved by the Public Works Department, Distribution, and Collection Division.

C. Power, Telephone, Gas, and Cable Television

Private utility facilities currently exist to serve the subdivision. The private utility facilities will be installed within the Carriage Lane right-of-way and by easements included on the plat, as requested by the utility companies, to provide routes to the Carriage Lanes.

VII. PARKS/OPEN SPACE

The subdivision lies within a planned unit development that provides for land permanently set aside for park and recreational uses sufficient to meet the needs of the persons who will ultimately reside in the development, per 76-3-621(6)(a) of the Montana Code Annotated. The park and open space within the Annafeld Planned Unit Development Master Plan meets or exceeds the 0.456 acres (11% of net lot area, Seventh Filing) of dedication required under section 76-3-621(1), MCA. The private park dedication within Seventh Filing is 2.088 acres. The Subdivider and City agree that the parkland dedication has been met through the dedication of private park area within Annafeld Subdivision, Seventh Filing. In addition, with previous filings of Annafeld Subdivision more public and private parkland dedication has been provided than has been required.

In addition, the lots within Annafeld Subdivision, Seventh Filing may provide additional funding to complete the park improvements for the previously created public parkland SID. The park improvements shall be in accordance with the City Council approved Annafeld Parks Master Plan. The Subdivider shall prepare all SID documents necessary for creation, and coordinate with the City of Billings Parks and Recreation Department for review and approval. If all park improvements as defined in the Annafeld Parks Master Plan have been completed prior to the creation of this park SID, then this park SID will no longer be required.

The current park maintenance district (PMD 4041) for Annafeld Subdivision, First Filing shall be expanded to include lots with Annafeld Subdivision, Seventh Filing for the perpetual maintenance of the public parkland. The Subdivider shall prepare all park maintenance district documents necessary for its expansion and coordinate with the City of Billings Parks and Recreation Department for review and approval.

VIII. HOMEOWNER'S ASSOCIATIONS

A homeowner's association (HOA) will be established for this subdivision. The HOA will have the following responsibilities:

A. Contact Information

HOA shall provide contact information of the senior board official to the City Engineering Department upon the establishment of the HOA and/or changing of board members.

B. Stormwater Drainage Facilities

The HOA shall be responsible for the maintenance of the mechanical filtration stormwater manholes. The HOA shall share the cost of maintenance of the community stormwater facilities.

IX. POSTAL DELIVERY

The Subdivider has provided permanent mail delivery with centralized delivery boxes within the subdivision, currently located at 1625 Annafeld Parkway East, Suite 101. The Subdivider previously coordinated the permanent mail delivery location with the United States Post Office for the entire Annafeld Subdivision. It is anticipated that mail delivery for Seventh Filing will also occur at this location.

X. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study has been performed for Annafeld Subdivision, Seventh Filing (originally being Annafeld Subdivision, Fifth Filing Phase 2) by Rimrock Engineering Inc. dated February 22, 2023, and is available for review at the City of Billings Planning Department. Annafeld Subdivision, Seventh Filing consists of Lot owners and contractors/builders are encouraged to review the report and its recommendations.

XI. PHASING OF IMPROVEMENTS

Phasing is not being proposed with this subdivision.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements by SID or by private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender or by SID. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XIII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

B. The owners of the properties involved in this proposed subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this agreement.

C. The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

D. In the event it becomes necessary for either party to this agreement to retain an attorney to enforce any of the terms or conditions of

this agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

E. Any amendments or modifications of this agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this agreement.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date Seventh above written.

"SUBDIVIDER" **MCCALL DEVELOPMENT, INC.**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ _____of **MCCALL DEVELOPMENT, INC.** who executed the foregoing instrument and acknowledged to me that he/she executed the same.

_____

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____

Notary Public in and for the State of Montana
Printed Name:_____
Residing at: _____
My commission expires: _____

WAIVER OF RIGHT TO PROTEST
FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned that is the subject of this waiver is more particularly described as follows:

ANNAFELD SUBDIVISION, SEVENTH FILING

SUBDIVIDER/OWNER **MCCALL DEVELOPMENT, INC.**

By:_____

Its:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of _____, personally appeared _____ _____, known to me to be the person who executed the foregoing instrument as the _ _____ of **MCCALL DEVELOPMENT, INC.** and acknowledged to me that he/she executed the same.

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

_____
Notary Public in and for the State of Montana

Printed Name:_____
Residing at:_____
My commission expires:_____

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

April 28, 2025

Gary Owen
Sanbel
1300 N Transtech Way
Billings, MT 59102

Dear Applicant/Engineer:

On April 28, 2025, the Billings City Council conditionally approved the preliminary plat of Annafeld Subdivision, 7th Filing, 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 delivery 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 Department 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, as well as the rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

_____
William A. Cole, Mayor

City Council Regular

Date:	04/28/2025
Title:	Payment of Claims for week of March 31st, 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 $1,445,048.47 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 03312025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/31/2025	878916	360 Office Solutions	General	$ 1,500.00	Moving 2x cabinets from Miller to City Hall; Plan/City Attorney/Admin
03/31/2025	878916	361 Office Solutions	General	$ 1,000.00	Moving 2x cabinets from Miller to City Hall; Plan/City Attorney/Admin
03/31/2025	878916	362 Office Solutions	Planning	$ 1,750.00	Moving 2x cabinets from Miller to City Hall; Plan/City Attorney/Admin
03/31/2025	878918	Advanced Employment	Planning	$ 333.90	W/E 3/16/25 - Temp Employee
03/31/2025	878918	Advanced Employment	Planning	$ 352.80	W/E 3/2/25 Temp
03/31/2025	878918	Advanced Employment	Planning	$ 340.20	W/E 3/9/25 Temp Employee
03/31/2025	878918	Advanced Employment	Public Safety	$ 105.00	03/16/25 cleaning services for PD3.
03/31/2025	878918	Advanced Employment	Solid Waste	$ 2,202.20	Contract labor at Landfill for week ending 3/16/25.
03/31/2025	878927	Archie Cochrane	Fleet	$ 179.30	5562800
03/31/2025	878927	Archie Cochrane	Fleet	$ 64.02	5563073
03/31/2025	878927	Archie Cochrane	Fleet	$ 590.23	5563280
03/31/2025	878927	Archie Cochrane	Fleet	$ 698.40	5563353
03/31/2025	878927	Archie Cochrane	Fleet	$ 155.96	5563367
03/31/2025	878927	Archie Cochrane	Fleet	$ 212.43	5563367
03/31/2025	878927	Archie Cochrane	Fleet	$ 38.12	5563436
03/31/2025	878927	Archie Cochrane	Fleet	$ 56.66	5563436
03/31/2025	878927	Archie Cochrane	Fleet	$ 68.23	5565492
03/31/2025	878927	Archie Cochrane	Fleet	$ 137.97	5565492
03/31/2025	878927	Archie Cochrane	Fleet	$ 202.94	5565492
03/31/2025	878927	Archie Cochrane	Fleet	$ 137.97	5565621
03/31/2025	878927	Archie Cochrane	Fleet	$ 202.94	5565621
03/31/2025	878927	Archie Cochrane	Fleet	$ 173.07	5566586
03/31/2025	ACH	Border States Electric	Wastewater	$ 8,096.21	Annual Control System Software Support R
03/31/2025	ACH	Border States Electric	Wastewater	$ 3,042.60	Plant Control System Software Renewal
03/31/2025	ACH	Border States Electric	Wastewater	$ 897.22	WO 23-23...Briarwood Lift Sta Electrical
03/31/2025	ACH	Border States Electric	Water	$ 8,096.21	Annual Control System Software Support R
03/31/2025	ACH	Border States Electric	Water	$ 144.42	control system relay sockets - Voelker..
03/31/2025	ACH	Border States Electric	Water	$ 1,211.17	Control System Serial to Ethernet Conver
03/31/2025	ACH	Border States Electric	Water	$ (3,294.56)	Credit for PLC Cards...Returned
03/31/2025	ACH	Border States Electric	Water	$ 415.31	HIM/Panel mount for Staples 4-3 soft sta
03/31/2025	ACH	Border States Electric	Water	$ 1,581.48	Moduels for Willett Processor Upgrade
03/31/2025	ACH	Border States Electric	Water	$ 3,803.25	Plant Control System Software Renewal...
03/31/2025	ACH	Border States Electric	Water	$ 3,353.36	Terminal Boards & PLC Cards to replace 1

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/31/2025	ACH	Border States Electric	Water	$ 89.04	terminal cover for Staples 4-3 Soft Star
03/31/2025	878943	Century Link	Airport	$ 49.20	Airport Terminal Power M
03/31/2025	878943	Century Link	Airport	$ 45.66	Airport Alarm
03/31/2025	878943	Century Link	Airport	$ 45.19	Airport 1FB Line
03/31/2025	878943	Century Link	Airport	$ 83.58	Airport
03/31/2025	878943	Century Link	Airport	$ 45.19	Airport P9 Building
03/31/2025	878943	Century Link	Airport	$ 466.98	Airport -Charges for Airport phone fax alarm line
03/31/2025	878943	Century Link	Airport	$ 31.99	Bill Date: Aug 16, 2021. QTA Phone
03/31/2025	878943	Century Link	Engineering	$ 118.40	Measured Lines Depot 50/50
03/31/2025	878943	Century Link	EOC 911	$ 45.65	911
03/31/2025	878943	Century Link	EOC 911	$ 45.65	911
03/31/2025	878943	Century Link	EOC 911	$ 300.00	9-1-1 Center Landfill #2
03/31/2025	878943	Century Link	EOC 911	$ 311.26	9-1-1 Center Fox Reservoir #2
03/31/2025	878943	Century Link	EOC 911	$ 2,495.90	9-1-1 Center
03/31/2025	878943	Century Link	Fleet	$ 44.69	Motor Pool
03/31/2025	878943	Century Link	General	$ -	Cemetery Kenco Line
03/31/2025	878943	Century Link	IT Resources	$ 49.20	Kenco Security Alarm IT Alarm
03/31/2025	878943	Century Link	Library	$ 421.11	Library 6 lines
03/31/2025	878943	Century Link	P.W. Admin	$ 118.40	Measured Lines Depot 50/50
03/31/2025	878943	Century Link	Park Dist 1	$ 66.00	Parks
03/31/2025	878943	Century Link	Park Dist 1	$ 63.00	Stewart Park Batting Cages
03/31/2025	878943	Century Link	Park Dist 1	$ 46.00	Parks 3890 Stillwater
03/31/2025	878943	Century Link	Parking	$ 35.19	Park 2 Elevator Phone
03/31/2025	878943	Century Link	Parking	$ 49.20	Park 1 Elevator Phone
03/31/2025	878943	Century Link	Phone System	$ 118.08	Library 4 lines
03/31/2025	878943	Century Link	Phone System	$ 93.16	Library 4 lines
03/31/2025	878943	Century Link	Phone System	$ 115.86	Airport Measured Lines
03/31/2025	878943	Century Link	Phone System	$ 108.40	Met Measured Lines
03/31/2025	878943	Century Link	Phone System	$ 108.40	BOC Measured Lines
03/31/2025	878943	Century Link	Phone System	$ 108.40	PUD Measured Lines
03/31/2025	878943	Century Link	Phone System	$ 2,764.00	Main System Centrex
03/31/2025	878943	Century Link	Phone System	$ 607.40	Main System Centrex
03/31/2025	878943	Century Link	Phone System	$ 58.23	MET Fax and Kenco Fax

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/31/2025	878943	Century Link	Phone System	$ 49.48	Animal Control Fax 710B
03/31/2025	878943	Century Link	Phone System	$ 56.62	Fire Alarm
03/31/2025	878943	Century Link	Phone System	$ 56.62	Four Dances
03/31/2025	878943	Century Link	Phone System	$ 57.69	Miller Building
03/31/2025	878943	Century Link	Phone System	$ 56.62	Pioneer Park
03/31/2025	878943	Century Link	Phone System	$ 58.23	Streets Fax
03/31/2025	878943	Century Link	Planning	$ 49.20	Planning Traffic Central Broadwater
03/31/2025	878943	Century Link	Planning	$ 49.20	Planning Traffic Central 9th
03/31/2025	878943	Century Link	Public Safety	$ 49.20	Fire Elevator
03/31/2025	878943	Century Link	Public Safety	$ 46.19	Crime Prevention Alarm
03/31/2025	878943	Century Link	Public Safety	$ 119.32	Fire
03/31/2025	878943	Century Link	Public Safety	$ 118.28	Fire RR Crossing Alarm
03/31/2025	878943	Century Link	Public Safety	$ 59.20	Fire 5 911 Line
03/31/2025	878943	Century Link	Public Safety	$ 35.19	Fire Maintenance Shop
03/31/2025	878943	Century Link	Radio	$ 311.26	Fire Airport Radio Tower WCK
03/31/2025	878943	Century Link	Radio	$ 311.26	Fire Airport Radio Tower Jellison
03/31/2025	878943	Century Link	Solid Waste	$ 84.38	Solid Waste Landfill
03/31/2025	878943	Century Link	Solid Waste	$ 187.10	SW Landfill
03/31/2025	878943	Century Link	Street/Traffic	$ 35.19	PW Traffic 3728 McDougall
03/31/2025	878943	Century Link	Street/Traffic	$ 49.20	PW Traffic Signal 24 Central
03/31/2025	878943	Century Link	Wastewater	$ 56.33	PUD Sahara Sand Lift Station
03/31/2025	878943	Century Link	Water	$ 39.44	PUD Alarm Water Tower
03/31/2025	878954	Community Seven	General	$ 8,115.25	PEG Fees October 1, 2024 to December 31, 2024; FY25 Qtr2
03/31/2025	878956	Cop Construction	Water	$ 298,254.49	WO 24-24 Voelker Pump Station PRV; Pmt 1 Final
03/31/2025	878963	Desert Mountain	Street/Traffic	$ 5,549.28	ice slicer
03/31/2025	878963	Desert Mountain	Street/Traffic	$ 5,651.36	ice slicer
03/31/2025	878963	Desert Mountain	Street/Traffic	$ 5,607.36	ice slicer
03/26/2025	348558	EBMS Import	City Ins Fund	$ 5,996.99	EBMS INSURANCE PAYMENTS
03/26/2025	348559	EBMS Import	City Ins Fund	$ 2,711.00	EBMS INSURANCE PAYMENTS
03/26/2025	348561	EBMS Import	City Ins Fund	$ 3,269.14	EBMS INSURANCE PAYMENTS
03/26/2025	348575	EBMS Import	City Ins Fund	$ 3,673.97	EBMS INSURANCE PAYMENTS
03/26/2025	348577	EBMS Import	City Ins Fund	$ 3,538.96	EBMS INSURANCE PAYMENTS
03/26/2025	348587	EBMS Import	City Ins Fund	$ 9,395.13	EBMS INSURANCE PAYMENTS

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/26/2025	348599	EBMS Import	City Ins Fund	$ 56,239.42	EBMS INSURANCE PAYMENTS
03/26/2025	348600	EBMS Import	City Ins Fund	$ 4,632.00	EBMS INSURANCE PAYMENTS
03/26/2025	348601	EBMS Import	City Ins Fund	$ 21,989.67	EBMS INSURANCE PAYMENTS
03/26/2025	348604	EBMS Import	City Ins Fund	$ 44,588.64	EBMS INSURANCE PAYMENTS
03/26/2025	348605	EBMS Import	City Ins Fund	$ 5,806.00	EBMS INSURANCE PAYMENTS
03/26/2025	348610	EBMS Import	City Ins Fund	$ 5,569.51	EBMS INSURANCE PAYMENTS
03/26/2025	348628	EBMS Import	City Ins Fund	$ 5,980.88	EBMS INSURANCE PAYMENTS
03/26/2025	348629	EBMS Import	City Ins Fund	$ 5,168.92	EBMS INSURANCE PAYMENTS
03/26/2025	348633	EBMS Import	City Ins Fund	$ 17,988.22	EBMS INSURANCE PAYMENTS
03/26/2025	348678	EBMS Import	City Ins Fund	$ 2,874.60	EBMS INSURANCE PAYMENTS
03/26/2025	348694	EBMS Import	City Ins Fund	$ 8,109.64	EBMS INSURANCE PAYMENTS
03/26/2025	348696	EBMS Import	City Ins Fund	$ 20,018.44	EBMS INSURANCE PAYMENTS
03/26/2025	348698	EBMS Import	City Ins Fund	$ 33,820.52	EBMS INSURANCE PAYMENTS
03/26/2025	348700	EBMS Import	City Ins Fund	$ 16,231.17	EBMS INSURANCE PAYMENTS
03/26/2025	348701	EBMS Import	City Ins Fund	$ 2,514.00	EBMS INSURANCE PAYMENTS
03/26/2025	348702	EBMS Import	City Ins Fund	$ 83,142.71	EBMS INSURANCE PAYMENTS
03/26/2025	348704	EBMS Import	City Ins Fund	$ 3,227.49	EBMS INSURANCE PAYMENTS
03/26/2025	348711	EBMS Import	City Ins Fund	$ 4,155.76	EBMS INSURANCE PAYMENTS
03/26/2025	348714	EBMS Import	City Ins Fund	$ 12,188.04	EBMS INSURANCE PAYMENTS
03/31/2025	878970	Ecoverse Industries	Solid Waste	$ 1,562.97	Filters for Landfill unit 0268.
03/31/2025	878970	Ecoverse Industries	Solid Waste	$ 219.80	Fuel filter insert MT for landfill unit 0268
03/31/2025	878970	Ecoverse Industries	Solid Waste	$ 9,464.28	Labor for installing T9-replacement belts on units 0252&0268
03/31/2025	878970	Ecoverse Industries	Solid Waste	$ 13,827.57	rear discharge belt. unders belt inventhor. landfill unit 0268
03/31/2025	878970	Ecoverse Industries	Solid Waste	$ 5,815.55	Tire jammed in between the drum and the screens on rental machine
03/31/2025	ACH	Eldorado National CA	Transit	$ 155.25	90878849_Inventory
03/31/2025	ACH	Eldorado National CA	Transit	$ 17.25	90878849_Unit#1841_Door Latch
03/31/2025	ACH	Eldorado National CA	Transit	$ 14.74	90878849_Unit#1841_Shipping
03/31/2025	ACH	Eldorado National CA	Transit	$ 274.94	90878900_Body Panel
03/31/2025	ACH	Eldorado National CA	Transit	$ 789.64	90878900_Shipping
03/31/2025	ACH	Eldorado National CA	Transit	$ 325.32	90879022_Shipping
03/31/2025	ACH	Eldorado National CA	Transit	$ 2,324.80	90879022_Shocks
03/31/2025	878973	Elreg Distributors	Transit	$ 14,161.95	0142956-IN_Alternators
03/31/2025	878977	First Light Tech	Park Dist 1	$ 30,408.00	Castlerock parking lot project - 0250173

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/31/2025	ACH	HDR	Water	$ 35,013.07	WO 23-12 Zone 4 Pump Station & Waterline Improvements
03/31/2025	878988	Hose & Rubber	Fleet	$ 430.07	2033308
03/31/2025	878988	Hose & Rubber	Fleet	$ 4.20	2033380
03/31/2025	878988	Hose & Rubber	Fleet	$ 171.13	2033764
03/31/2025	878988	Hose & Rubber	Fleet	$ 672.78	2034116
03/31/2025	878988	Hose & Rubber	Fleet	$ 335.40	2034795
03/31/2025	878988	Hose & Rubber	Fleet	$ 151.57	2034874
03/31/2025	878988	Hose & Rubber	Fleet	$ 211.82	2034893
03/31/2025	878988	Hose & Rubber	Fleet	$ 390.00	2035208
03/31/2025	878988	Hose & Rubber	Fleet	$ 66.47	2035455
03/31/2025	878988	Hose & Rubber	Solid Waste	$ 441.22	Hose for LF shop.
03/31/2025	878988	Hose & Rubber	Solid Waste	$ 95.63	Parts for the LF.
03/31/2025	878988	Hose & Rubber	Street/Traffic	$ 24.68	plug for unit 13013
03/31/2025	878988	Hose & Rubber	Street/Traffic	$ 19.71	hose for unit 1224
03/31/2025	878988	Hose & Rubber	Wastewater	$ 12.71	parts
03/31/2025	878988	Hose & Rubber	Water	$ 12.71	parts
03/31/2025	878991	Insight Public Sector	Transit	$ 6,919.87	Qty. 3 MS Surface Pro 10, i7, 16GB ,1TB, docks
03/31/2025	878993	Interstate Power	Fleet	$ 4,314.99	R007061993.01
03/31/2025	879004	Kenetrek	Public Safety	$ 2,713.15	WILDLAND BOOTS
03/31/2025	879009	Knife River	Street/Traffic	$ 7,217.08	winter traction material
03/31/2025	879009	Knife River	Street/Traffic	$ 180.34	3/8" washed rock
03/31/2025	879012	L P Anderson Tire	Street/Traffic	$ 861.73	--; TIRE; TIRE
03/31/2025	879012	L P Anderson Tire	Street/Traffic	$ 1,606.33	--; TIRE; TIRE
03/31/2025	879012	L P Anderson Tire	Street/Traffic	$ 25.00	TIRE REPAIR; TIRE REPAIR
03/31/2025	879012	L P Anderson Tire	Street/Traffic	$ 48.00	TIRE REPAIR; TIRE REPAIR
03/31/2025	879012	L P Anderson Tire	Street/Traffic	$ 98.00	TIRE REPAIR; TIRE REPAIR
03/31/2025	879012	L P Anderson Tire	Street/Traffic	$ 299.80	TIRE REPAIR; TIRE REPAIR
03/31/2025	879029	Mead & Hunt	Airport	$ 8,425.00	Amendment 3 to the Master Agreement. Air Service Consulting Svcs
03/31/2025	879033	Midland Implement	Street/Traffic	$ 44.69	o'rings/seal kit for toro mower
03/31/2025	879033	Midland Implement	Street/Traffic	$ 1,520.38	hyd cylinder/valve assy for toro mower
03/31/2025	879033	Midland Implement	Street/Traffic	$ 46.77	rotor nozzle for irrigation
03/31/2025	879033	Midland Implement	Street/Traffic	$ 491.81	replacement brushes for mower/sweeper
03/31/2025	879033	Midland Implement	Street/Traffic	$ 127.50	locking pins for broom on mower

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03/31/2025	879033	Midland Implement	Street/Traffic	$ 491.81	replacement broom for mower/sweeper
03/31/2025	879039	MT Dakota Utilities	Airport	$ 963.10	129 573 1000 1. Mud Wash. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 248.43	160 723 3573 6. USDA. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 5,465.88	179 053 7751 5. New Terminal. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 456.76	185 580 1000 7. TSA. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 175.97	229 573 100 0. Detail Bay 1 Hertz. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 443.30	283 116 0655 3. Alpine. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 3,210.10	285 580 1000 6
03/31/2025	879039	MT Dakota Utilities	Airport	$ 456.01	295 580 1000 4. Aero Interiors. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 108.77	329 573 1000 9. Detail Bay 3 Enterprise. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 252.87	429 573 1000 8. Detail Bay 4 Avis/Budget. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 64.70	529 573 1000 7. Detail Bay 5 Thrifty/Dollar. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 7,572.76	595 580 1000 1
03/31/2025	879039	MT Dakota Utilities	Airport	$ 349.23	629 573 1000 6. Detail Bay 2. National/Alamo. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 1,555.10	706 580 1000 7
03/31/2025	879039	MT Dakota Utilities	Airport	$ 696.06	788 689 5644 8. Concourse Kitchen. March 2025
03/31/2025	879039	MT Dakota Utilities	Airport	$ 1,819.94	889 373 1000 6. Car Wash. March 2025
03/31/2025	879039	MT Dakota Utilities	Facilities	$ 4,817.89	375 963 4481 4
03/31/2025	879039	MT Dakota Utilities	Facilities	$ 221.86	757 633 1000 2
03/31/2025	879039	MT Dakota Utilities	Facilities	$ 136.06	799 152 1209 0
03/31/2025	879039	MT Dakota Utilities	Facilities	$ 3,206.20	929 780 1000 4
03/31/2025	879039	MT Dakota Utilities	Facilities	$ 20,567.23	989 733 1000 0
03/31/2025	879039	MT Dakota Utilities	Facilities	$ 90.93	993 733 1000 4
03/31/2025	879039	MT Dakota Utilities	Library	$ 3,636.82	219 924 4851 0
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 5.75	061 943 1000 6
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 235.38	112 138 9381 8
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 354.12	437 780 1000 9
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 138.65	501 473 1000 2
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 252.15	703 760 1000 8
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 77.66	879 660 1000 8
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 464.97	902 360 1000 6
03/31/2025	879039	MT Dakota Utilities	Park Dist 1	$ 5.07	927 890 1000 3
03/31/2025	879039	MT Dakota Utilities	Parking	$ 24.79	717 353 1000 6

Check Date	Check #	Name	Fund Name	Amount		Item Desc
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 24.79	062 907 9494 7	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 1,054.57	169 233 1000 3	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 836.19	307 111 5825 0	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 15.72	442 190 1000 4	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 97.96	514 117 0478 9	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 510.25	533 653 1000 1	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 74.49	602 589 7178 1	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 815.65	668 670 1000 2	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 2,384.06	819 360 1000 8	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 639.36	885 880 1000 4	
03/31/2025	879039	MT Dakota Utilities	Public Safety	$ 26.62	930 442 2308 4	
03/31/2025	879039	MT Dakota Utilities	Solid Waste	$ 25.64	602 680 9335 2	
03/31/2025	879039	MT Dakota Utilities	Solid Waste	$ 103.23	770 390 1000 2	
03/31/2025	879039	MT Dakota Utilities	Transit	$ 2,407.32	962 880 1000 0	
03/31/2025	879039	MT Dakota Utilities	Wastewater	$ 10,756.84	293 780 1000 2	
03/31/2025	879039	MT Dakota Utilities	Wastewater	$ 5,378.43	293 780 1000 2	
03/31/2025	879039	MT Dakota Utilities	Wastewater	$ 5,378.43	293 780 1000 2	
03/31/2025	879039	MT Dakota Utilities	Wastewater	$ 78.39	596 733 1000 5	
03/31/2025	879039	MT Dakota Utilities	Wastewater	$ 77.66	713 064 3190 0	
03/31/2025	879039	MT Dakota Utilities	Wastewater	$ 73.76	735 453 1000 2	
03/31/2025	879039	MT Dakota Utilities	Wastewater	$ 78.39	843 879 2205 1	
03/31/2025	879039	MT Dakota Utilities	Water	$ 73.76	076 225 9180 3	
03/31/2025	879039	MT Dakota Utilities	Water	$ 8.27	110 490 1000 9	
03/31/2025	879039	MT Dakota Utilities	Water	$ 147.61	162 660 1000 4	
03/31/2025	879039	MT Dakota Utilities	Water	$ 1.06	209 077 5055 6	
03/31/2025	879039	MT Dakota Utilities	Water	$ 24.74	210 490 1000 8	
03/31/2025	879039	MT Dakota Utilities	Water	$ 297.77	373 580 1000 9	
03/31/2025	879039	MT Dakota Utilities	Water	$ 297.77	373 580 1000 9	
03/31/2025	879039	MT Dakota Utilities	Water	$ 628.06	500 490 1000 7	
03/31/2025	879039	MT Dakota Utilities	Water	$ 89.03	527 033 1000 4	
03/31/2025	879039	MT Dakota Utilities	Water	$ 125.93	541 380 1000 1	
03/31/2025	879039	MT Dakota Utilities	Water	$ 6.00	566 923 1000 8	
03/31/2025	879039	MT Dakota Utilities	Water	$ 5.69	600 490 1000 6	

Check Date	Check #	Name	Fund Name	Amount	Item Desc
03/31/2025	879039	MT Dakota Utilities	Water	$ 5.69	600 490 1000 6
03/31/2025	879039	MT Dakota Utilities	Water	$ 95.35	610 490 1000 4
03/31/2025	879039	MT Dakota Utilities	Water	$ 9.67	800 490 1000 4
03/31/2025	879039	MT Dakota Utilities	Water	$ 7.59	832 001 1000 1
03/31/2025	879039	MT Dakota Utilities	Water	$ 98.18	921 580 1000 6
03/31/2025	879041	MT Muscle Movers	PD Program	$ 13,995.00	Moving expenses from old building to new building.
03/31/2025	879041	MT Muscle Movers	Stillwater Const	$ 46,240.00	Phase 3 Move from Old City Hall to New City Hall
03/31/2025	879043	Morrison Maierle	Transit	$ 384.02	MET IT Security Infrastructure Project Amendment #14
03/31/2025	879043	Morrison Maierle	Water	$ 2,710.48	WO 24-24 Voelker Pump Station PRV; Pmt 13
03/31/2025	879043	Morrison Maierle	Water	$ 7,725.35	WO 24-24 Voelker Pump Station PRV; Pmt 14
03/31/2025	879043	Morrison Maierle	Water	$ 14,198.26	WO 24-41 Heights Water District Consolidation Study; Pmt 1
03/31/2025	879046	MT Dept of Rev-CGR2	Stillwater Const	$ 800.00	audio-visual systems in the Stillwater Building
03/31/2025	879046	MT Dept of Rev-CGR2	Water	$ 3,012.67	WO 24-24 Voelker Pump Station PRV; Pmt 1 Final
03/31/2025	879048	Napa Auto Parts	Fleet	$ 612.20	641673
03/31/2025	879048	Napa Auto Parts	Fleet	$ 347.24	641673
03/31/2025	879048	Napa Auto Parts	Fleet	$ 11.44	641673
03/31/2025	879048	Napa Auto Parts	Fleet	$ 80.58	641673
03/31/2025	879048	Napa Auto Parts	Fleet	$ 73.08	641673
03/31/2025	879048	Napa Auto Parts	Fleet	$ 13.38	641673
03/31/2025	879048	Napa Auto Parts	Fleet	$ 28.14	641673
03/31/2025	879048	Napa Auto Parts	Fleet	$ 16.95	641792
03/31/2025	879048	Napa Auto Parts	Fleet	$ 71.92	641971
03/31/2025	879048	Napa Auto Parts	Fleet	$ 9.67	641982
03/31/2025	879048	Napa Auto Parts	Fleet	$ 64.24	642033
03/31/2025	879048	Napa Auto Parts	Fleet	$ 20.51	642297
03/31/2025	879048	Napa Auto Parts	Fleet	$ 5.27	642672
03/31/2025	879048	Napa Auto Parts	Fleet	$ 20.75	642864
03/31/2025	879048	Napa Auto Parts	Fleet	$ 28.00	642864
03/31/2025	879048	Napa Auto Parts	Fleet	$ 95.34	642882
03/31/2025	879048	Napa Auto Parts	Fleet	$ 45.79	642914
03/31/2025	879048	Napa Auto Parts	Fleet	$ 12.12	642915
03/31/2025	879048	Napa Auto Parts	Fleet	$ 16.22	643123
03/31/2025	879048	Napa Auto Parts	Fleet	$ 120.44	643277

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03/31/2025	879048	Napa Auto Parts	Fleet	$ 127.56	643277
03/31/2025	879048	Napa Auto Parts	Fleet	$ 21.69	643440
03/31/2025	879048	Napa Auto Parts	Fleet	$ 95.34	643451
03/31/2025	879048	Napa Auto Parts	Fleet	$ 18.44	643478
03/31/2025	879048	Napa Auto Parts	Fleet	$ 73.84	643478
03/31/2025	879048	Napa Auto Parts	Fleet	$ (20.75)	643561
03/31/2025	879048	Napa Auto Parts	Fleet	$ 42.00	643807
03/31/2025	879048	Napa Auto Parts	Fleet	$ 7.12	643999
03/31/2025	879048	Napa Auto Parts	Fleet	$ 4.58	644023
03/31/2025	879048	Napa Auto Parts	Fleet	$ 19.56	644075
03/31/2025	879048	Napa Auto Parts	Fleet	$ 49.92	644075
03/31/2025	879048	Napa Auto Parts	Fleet	$ 44.86	646517
03/31/2025	879048	Napa Auto Parts	Fleet	$ 13.02	646517
03/31/2025	879048	Napa Auto Parts	Fleet	$ 534.72	646527
03/31/2025	879048	Napa Auto Parts	Fleet	$ 86.88	646527
03/31/2025	879048	Napa Auto Parts	Fleet	$ 46.24	646687
03/31/2025	879048	Napa Auto Parts	Fleet	$ 5.60	646743
03/31/2025	879048	Napa Auto Parts	Fleet	$ 9.60	646743
03/31/2025	879048	Napa Auto Parts	Fleet	$ 33.04	646743
03/31/2025	879048	Napa Auto Parts	Fleet	$ 14.88	646801
03/31/2025	879048	Napa Auto Parts	Fleet	$ 79.96	647045
03/31/2025	879048	Napa Auto Parts	Fleet	$ 4.64	647045
03/31/2025	879048	Napa Auto Parts	Fleet	$ 42.60	647244
03/31/2025	879048	Napa Auto Parts	Fleet	$ 108.12	647329
03/31/2025	879048	Napa Auto Parts	Fleet	$ 229.80	647359
03/31/2025	879048	Napa Auto Parts	Fleet	$ 104.80	647521
03/31/2025	879048	Napa Auto Parts	Fleet	$ 68.15	647540
03/31/2025	879048	Napa Auto Parts	Fleet	$ 115.05	647956
03/31/2025	879048	Napa Auto Parts	Fleet	$ 13.74	648122
03/31/2025	879048	Napa Auto Parts	Fleet	$ 9.08	648122
03/31/2025	879048	Napa Auto Parts	Fleet	$ 8.10	648241
03/31/2025	879048	Napa Auto Parts	Fleet	$ 8.80	648241
03/31/2025	879048	Napa Auto Parts	Fleet	$ 74.97	648334

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03/31/2025	879048	Napa Auto Parts	Fleet	$ 82.92	648334
03/31/2025	879048	Napa Auto Parts	Fleet	$ 42.60	648334
03/31/2025	879048	Napa Auto Parts	Fleet	$ 9.28	648365
03/31/2025	879048	Napa Auto Parts	Library	$ 45.42	--; DEF
03/31/2025	879048	Napa Auto Parts	Street/Traffic	$ 12.20	connector/headlight
03/31/2025	879048	Napa Auto Parts	Street/Traffic	$ 27.25	battery accessories
03/31/2025	879052	Newman Traffic Signs	Street/Traffic	$ 3,434.00	sign blanks
03/31/2025	879052	Newman Traffic Signs	Street/Traffic	$ 1,600.00	sign blanks
03/31/2025	879056	North Coast Electric	Street/Traffic	$ 1,318.40	street light inventory
03/31/2025	879056	North Coast Electric	Street/Traffic	$ 211.36	street light inventory
03/31/2025	879056	North Coast Electric	Street/Traffic	$ 394.76	street light inventory
03/31/2025	879056	North Coast Electric	Street/Traffic	$ 624.14	street light inventory
03/31/2025	879056	North Coast Electric	Street/Traffic	$ 299.88	street light inventory
03/31/2025	879056	North Coast Electric	Street/Traffic	$ 155.07	street light inventory
03/31/2025	879056	North Coast Electric	Street/Traffic	$ 865.50	street light inventory
03/31/2025	879058	NorthWestern Energy	Airport	$ 32,935.23	0100482-9. Vault Main Account. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 3,001.85	0100483-7. Runway Lights. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 1,753.96	0100484-5. ARFF Facility. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 406.95	0712792-1. IP-7. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 1,135.24	0712800-2. IP-9. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 569.29	0712809-3. IP-11 Alpine. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 121.15	1138926-9. Aero Interiors. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 189.08	1647695-4. De Icer. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 498.24	1669567-8. TSA. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 1,023.71	1993430-6. Car Wash. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 417.59	2001846-1. Mud Wash. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 459.61	2001848-7. Det6ail Bay 1 Hertz. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 300.39	2001855-2. Detail Bay 2 National/Alamo. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 199.74	2001862-8. Detail Bay 3 Enterprise. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 545.19	2001865-1. Detail Bay 4 Avis/Budget. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 131.49	2001867-7. Detail Bay 5 Thrifty/Dollar. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 82.90	3085107-5. Employee Parking. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 236.40	3446396-8. USDA. March 2025

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03/31/2025	879058	NorthWestern Energy	Airport	$ 2,232.42	3477231-9. Parking Zone. March 2025
03/31/2025	879058	NorthWestern Energy	Airport	$ 11.79	3733186-5. Airport Storage. March 2025
03/31/2025	879058	NorthWestern Energy	Facilities	$ 4,919.03	0100507-3
03/31/2025	879058	NorthWestern Energy	Facilities	$ 9,974.62	3927205-9
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 1,223.49	0100506-5
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 6.00	0722237-5
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 6.53	0722247-4
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 89.25	0722255-7
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0722257-3
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 133.28	0722260-7
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0722261-5
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0722262-3
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0722265-6
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 89.97	0722266-4
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 0.99	0722268-0
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 8.55	0722269-8
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 10.56	0722292-0
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 20.85	0722293-8
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 6.00	0722905-7
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 72.91	0722933-9
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 8.88	0723027-9
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 84.44	0723035-2
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 6.68	0723036-0
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 174.28	0723037-8
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 45.77	0723042-8
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 17.88	0723044-4
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0723050-1
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0723051-9
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0723052-7
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 18.63	0723054-3
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 11.11	0723055-0
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 27.78	0723056-8
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 7.89	0723057-6

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03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 10.29	0723058-4
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 8.70	0723090-7
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 6.00	0723162-4
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	0723170-7
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ 382.73	0789437-1
03/31/2025	879058	NorthWestern Energy	Park Dist 1	$ -	4081700-9
03/31/2025	879058	NorthWestern Energy	Parking	$ 2,470.64	0720834-1
03/31/2025	879058	NorthWestern Energy	Parking	$ 1,415.49	1594282-4
03/31/2025	879058	NorthWestern Energy	Parks Maint	$ 166.27	1059093-3
03/31/2025	879058	NorthWestern Energy	Public Safety	$ 2,137.24	3448739-7
03/31/2025	879058	NorthWestern Energy	Radio	$ 255.80	0721580-9
03/31/2025	879058	NorthWestern Energy	Street/Traffic	$ 6.00	0723645-8
03/31/2025	879058	NorthWestern Energy	Transit	$ 462.28	1784756-7
03/31/2025	879058	NorthWestern Energy	Wastewater	$ 59,402.75	0100591-7
03/31/2025	879064	Public Utilities	CDBG	$ 62.08	1709 St. Johns Ave FORECLOSURE ACQUISITION / REHAB PROGRAM
03/31/2025	879064	Public Utilities	Park Dist 1	$ 161.03	3085074
03/31/2025	879064	Public Utilities	Park Dist 1	$ 12.56	3098205
03/31/2025	879064	Public Utilities	Park Dist 1	$ 35.15	3098205
03/31/2025	879064	Public Utilities	Park Dist 1	$ 591.98	3113369
03/31/2025	879064	Public Utilities	Parking	$ 11.25	3076980
03/31/2025	879064	Public Utilities	Parking	$ 109.18	3088608
03/31/2025	879064	Public Utilities	Parking	$ 345.17	3088641
03/31/2025	879064	Public Utilities	Parking	$ 74.55	3088641
03/31/2025	879064	Public Utilities	Public Safety	$ 26.92	3085968
03/31/2025	879064	Public Utilities	Public Safety	$ 60.41	3085968
03/31/2025	879064	Public Utilities	Public Safety	$ 191.20	3104126
03/31/2025	879064	Public Utilities	Solid Waste	$ 16.02	3077970
03/31/2025	879064	Public Utilities	Solid Waste	$ 85.99	3092576
03/31/2025	879064	Public Utilities	Solid Waste	$ 13.35	3112719
03/31/2025	879064	Public Utilities	Street/Traffic	$ 12.05	3073598
03/31/2025	879064	Public Utilities	Street/Traffic	$ 17.20	3075421
03/31/2025	879064	Public Utilities	Street/Traffic	$ 9.95	3075422
03/31/2025	879064	Public Utilities	Street/Traffic	$ 17.20	3083177

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03/31/2025	879064	Public Utilities	Street/Traffic	$ 9.95	3087054
03/31/2025	879064	Public Utilities	Street/Traffic	$ 17.20	3094347
03/31/2025	879064	Public Utilities	Street/Traffic	$ 10.37	3108265
03/31/2025	879064	Public Utilities	Street/Traffic	$ 9.95	3110134
03/31/2025	879064	Public Utilities	Transit	$ 1,278.96	3057820
03/31/2025	879064	Public Utilities	Wastewater	$ 3,828.70	3060439
03/31/2025	ACH	RDO Equipment	Solid Waste	$ 1,622.19	FAN; LK NUT; HME DPT PRT; SHRD; S/H; HZRDS MTL; SRV ACCESS
03/31/2025	ACH	RDO Equipment	Solid Waste	$ 2,595.60	LABOR
03/31/2025	879073	Rood & Associates	Airport	$ 4,560.00	Terminal Ticketing Baggage Sorting Project IFE Req by the FAA-Fed
03/31/2025	879073	Rood & Associates	Airport	$ 240.00	Terminal Ticketing Baggage Sorting Project IFE Req by the FAA-Local
03/31/2025	879075	S-Bar-S Supply Co	General	$ 3,600.00	turned girt pole building in mountview cem; 7,600 down payment
03/31/2025	879084	Staples	Library	$ 3,625.00	1486641-0 Co+Lab chairs
03/31/2025	879092	T W Enterprises	Public Safety	$ 5,974.06	MAINTENANCE 911 CENTER, ST 6, ST 2, ST 4, ST 3, ST 5, ST 7
03/31/2025	ACH	TeleData Technologies	Stillwater Const	$ 79,200.00	audio-visual systems in the Stillwater Building
03/31/2025	ACH	Town & Country Supply	Fleet	$ 5,689.77	445775
03/31/2025	ACH	Town & Country Supply	Fleet	$ 5,103.09	445775
03/31/2025	ACH	Town & Country Supply	Fleet	$ 4,671.69	445776
03/31/2025	ACH	Town & Country Supply	Fleet	$ 10,533.59	445776
03/31/2025	ACH	Town & Country Supply	Transit	$ 15,850.44	445779_Diesel Fuel_Dyed#2
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 9,144.00	B3783001
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 34.87	BLCS0856955
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 37.94	BLCS0856955
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 60.50	BLCS0856955
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 100.80	BLCS0856955
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 30.05	BLCS0856955
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 37.38	BLCS0856955
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 79.27	BLCS0856956
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 192.34	BLCS0856957
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 19.85	BLCS0856958
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 61.47	BLCS0857156
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 142.28	BLCS0857156
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 79.27	BLCS0857249
03/31/2025	ACH	Tractor & Equipment	Fleet	$ 83.08	BLCS0857249

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03/31/2025	ACH	Tractor & Equipment	Fleet	$ 66.55	BLCS0857249
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 307.97	BLADE A; ARM GP-WPR; CNSMBLS; ENVIRO FEE
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,171.56	Cartridge AS and Filter-Cab A for Landfill equipment.
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,524.36	Elements for Landfill equipment.
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,134.62	ELMT; OIL; CNSMBLS; ENVIRO FEE
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 400.00	EM Services Annual Subscription Renewal 1/1/25 - 12/31/25 Unit 0243
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 400.00	EM Services Annual Subscription Renewal 1/1/25 - 12/31/25 Unit 0254
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 140.00	EM Services Annual Subscription renewal 1/1/25 - 12/31/25 Unit 0256
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 400.00	EM Services Annual Subscription renewal 1/1/25 - 12/31/25 Unit 0258
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 400.00	EM Services Annual Subscription renewal 1/1/25 - 12/31/25 Unit 0260
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 400.00	EM Services Annual subscription renewal 1/1/25 - 12/31/25 Unit 0261
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 400.00	EM Services Annual Subscription renewal 1/1/25 - 12/31/25 Unit 0262
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 400.00	EM Services Annual Subscription renewal 1/1/25 - 12/31/25 Unit 0264
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 869.16	FLTR A-FUE; ELMT; SL O RNG; OIL; CNSMBLS; ENVIRO FEE
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,691.00	Labor
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 5,559.00	LABOR
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 744.00	LABOR
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 1,425.00	LABOR
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 2,571.00	labor
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 13,722.29	PIN A; WSHR; BLT; G/U APRON ASSMBLY; S/H; CNSMBLS; ENVIRO FEE
03/31/2025	ACH	Tractor & Equipment	Solid Waste	$ 3,805.25	SL O RG; WSHR; BLT; CPLNG-QDI; BRKT; HSE AS; S/H; TIE; FTNG; M-BLK
03/31/2025	ACH	Tractor & Equipment	Street/Traffic	$ 3,083.76	wear strips for unit 1200
03/31/2025	ACH	Tractor & Equipment	Street/Traffic	$ 313.63	motor wiper for 1205
03/31/2025	ACH	Tractor & Equipment	Street/Traffic	$ 45.96	bolts for unit 1205
03/31/2025	ACH	Tractor & Equipment	Street/Traffic	$ 836.64	wear strips for unit 1205
03/31/2025	879103	Trinity Tactical Consult	Public Safety	$ 3,200.00	Tuition for Quick Reaction Force Advanced Course.
03/31/2025	879116	Yellowstone Valley Elec	Light Maint	$ 364.67	SILMD 299 Vintage Estates;4179014 3.24.2025
03/31/2025	879116	Yellowstone Valley Elec	Light Maint	$ 665.82	SILMD 313 Vintage Estates Sub Phase II; 4179017 3.24.2025
03/31/2025	879116	Yellowstone Valley Elec	Solid Waste	$ 236.97	Electricity service at Landfill Compost site. 02/01/2025 - 03/01/2025.
03/31/2025	879116	Yellowstone Valley Elec	Solid Waste	$ 1,712.88	Electricity service at Landfill Flare 02/01/25 - 03/01/25.
03/31/2025	879116	Yellowstone Valley Elec	Solid Waste	$ 4,818.07	Electricity service at Landfill. 02/01/25 - 03/01/25.
03/31/2025	879116	Yellowstone Valley Elec	Street/Traffic	$ 57.60	4799 Grand Ave Traffic Signal; 4179019 3.24.2025
03/31/2025	879116	Yellowstone Valley Elec	Street/Traffic	$ 58.30	54th St W & Grand Signal; 4179019 3.24.2025

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03/31/2025	879116	Yellowstone Valley Elec	Street/Traffic	$ 93.25	54th St W & Rimrock - Street Light & Traffic Signal; 4179019 3.24.2025
03/31/2025	879116	Yellowstone Valley Elec	Street/Traffic	$ 70.45	Alkali Cr Rd & Interbelt Loop lights; 4179018 3.24.2025
03/31/2025	879116	Yellowstone Valley Elec	Street/Traffic	$ 39.15	Ben Steele School - 56th St W; 4179020 3.24.2025

City Council Regular

Date:	04/28/2025
Title:	Payment of Claims for week of April 7th, 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 $4,323,936.00 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 04072025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1362	A & I Distributors	Fleet	$ 226.19	52390
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	52619
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	52619
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	52619
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	52619
04/07/2025	1362	A & I Distributors	Fleet	$ 491.16	52619-00
04/07/2025	1362	A & I Distributors	Fleet	$ 655.10	52619-00
04/07/2025	1362	A & I Distributors	Fleet	$ 1,052.00	52619-00
04/07/2025	1362	A & I Distributors	Fleet	$ 954.89	52619-00
04/07/2025	1362	A & I Distributors	Fleet	$ 115.80	55159-00
04/07/2025	1362	A & I Distributors	Fleet	$ 954.80	55159-00
04/07/2025	1362	A & I Distributors	Fleet	$ 385.00	55159-00
04/07/2025	1362	A & I Distributors	Fleet	$ 61.29	55159-00
04/07/2025	1362	A & I Distributors	Fleet	$ 191.27	56966
04/07/2025	1362	A & I Distributors	Fleet	$ 477.40	57770-00
04/07/2025	1362	A & I Distributors	Fleet	$ 92.64	57770-00
04/07/2025	1362	A & I Distributors	Fleet	$ 385.00	57770-00
04/07/2025	1362	A & I Distributors	Fleet	$ 982.32	57770-01
04/07/2025	1362	A & I Distributors	Fleet	$ 267.80	58046
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	61124
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	61124
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	61124
04/07/2025	1362	A & I Distributors	Fleet	$ 41.53	61124
04/07/2025	1362	A & I Distributors	Fleet	$ 385.00	61124-00
04/07/2025	1362	A & I Distributors	Fleet	$ 201.60	61124-00
04/07/2025	1362	A & I Distributors	Fleet	$ 467.50	61124-00
04/07/2025	1362	A & I Distributors	Fleet	$ 982.30	61124-00
04/07/2025	1362	A & I Distributors	Fleet	$ 954.80	61124-00
04/07/2025	1362	A & I Distributors	Solid Waste	$ 1,650.00	330 Gallon DEF. Landfill.
04/07/2025	1362	A & I Distributors	Transit	$ 825.00	53324-00_DEF
04/07/2025	1362	A & I Distributors	Transit	$ 825.00	60229-00_DEF
04/07/2025	879122	Advanced Engin and Enviro	Water	$ 21,166.25	WO 23-96 WTP Intake #2 Catwalk Reno
04/07/2025	879129	Archie Cochrane	Fleet	$ 126.25	5550249

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879129	Archie Cochrane	Fleet	$ 50.27	5550249
04/07/2025	879129	Archie Cochrane	Fleet	$ 84.38	5563927
04/07/2025	879129	Archie Cochrane	Fleet	$ 35.20	5563927
04/07/2025	879129	Archie Cochrane	Fleet	$ (84.38)	5564198
04/07/2025	879129	Archie Cochrane	Fleet	$ 1,125.46	5564726
04/07/2025	879129	Archie Cochrane	Fleet	$ 65.00	5564796
04/07/2025	879129	Archie Cochrane	Fleet	$ 69.86	5565354
04/07/2025	879129	Archie Cochrane	Fleet	$ 82.89	5565435
04/07/2025	879129	Archie Cochrane	Fleet	$ 97.56	5565579
04/07/2025	879129	Archie Cochrane	Fleet	$ 144.49	5565579
04/07/2025	879129	Archie Cochrane	Fleet	$ 152.14	5565703
04/07/2025	879129	Archie Cochrane	Fleet	$ 22.76	5565798
04/07/2025	879129	Archie Cochrane	Fleet	$ 26.16	5565798
04/07/2025	879129	Archie Cochrane	Fleet	$ 74.67	5566996
04/07/2025	879129	Archie Cochrane	Fleet	$ 182.99	5566996
04/07/2025	879129	Archie Cochrane	Fleet	$ 141.88	5566996
04/07/2025	879129	Archie Cochrane	Fleet	$ 141.88	5566996
04/07/2025	879129	Archie Cochrane	Fleet	$ 54.38	5566996
04/07/2025	879129	Archie Cochrane	Public Safety	$ 48.80	NONE; KEY/CUT
04/07/2025	879129	Archie Cochrane	Public Safety	$ 543.60	SWITCH; SWITCH ASSY INSTALL
04/07/2025	879129	Archie Cochrane	Transit	$ 29.96	5567251_Rear Caliper Brake Kit
04/07/2025	879129	Archie Cochrane	Transit	$ 14.98	5567251_Unit#1893_Rear Caliper Brake Kit
04/07/2025	879130	Askin Construction	Water	$ 101,025.56	WO1942 West End Water Treatment Plant Main
04/07/2025	879137	Billings Industrial Revitalization District	Tax Incrmnt E	$ 41,383.75	FY25 EBURD Operating Agreement
04/07/2025	879142	Boomers Garage N Shop	Street/Traffic	$ 4,333.50	delineator poles/anchors
04/07/2025	879143	Brenntag Pacific	Wastewater	$ 6,075.00	Chemicals for process
04/07/2025	879158	Community Solutions	Court Grants	$ 900.00	25 June CSI ETG's
04/07/2025	879158	Community Solutions	Court Grants	$ 2,688.00	25 March BAMTC Outstanding Client Fees
04/07/2025	879158	Community Solutions	Court Grants	$ 1,230.00	25 March ETG's CSI
04/07/2025	879158	Community Solutions	Court Grants	$ 1,395.00	25 March Program Fees CSI
04/07/2025	879158	Community Solutions	Court Grants	$ 1,080.00	SAMHSA Program Fees
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ (270.00)	38-250316304
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ 472.50	38-250316350

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ 3,303.19	38-250316350
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ 14.82	38-250316350
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ (472.50)	38-250316384
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ 119.25	38-250316385
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ 242.00	38-250316416
04/07/2025	879164	Cummins Inc - Rocky Mtn	Fleet	$ 3,026.37	38-250316416
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ (270.00)	38-250316599_Credit Core Deposit- VGT
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ 2,196.07	38-250316702_VGT
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ 255.50	38-250316789_Unit#1836_CLean-DPF/Catalyst
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ 540.00	38-250316812_Core Deposit
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ 308.17	38-250316812_Shipping
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ 3,852.14	38-250316812_VGT Turbo Actuator
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ 350.00	38-250316824_Unit#1830_Program ECM
04/07/2025	879164	Cummins Inc - Rocky Mtn	Transit	$ (2,196.07)	38-250316844_CR Return VGT
04/07/2025	879167	Dakota Supply Group	Street/Traffic	$ 866.50	pipe/bends for storm sewer
04/07/2025	879167	Dakota Supply Group	Water	$ 89.30	1" STIFFENERS - CTS PE INSERTS SS
04/07/2025	879167	Dakota Supply Group	Water	$ 74.18	1" X 100' POLY PIPE - SDR9 CTS 250#
04/07/2025	879167	Dakota Supply Group	Water	$ 45.19	3/4" X 100' POLY PIPE - SDR9 CTS 250#
04/07/2025	879167	Dakota Supply Group	Water	$ 238.81	6" PLASTIC SEWER PIPE SDR35 P/N: 32396
04/07/2025	879167	Dakota Supply Group	Water	$ 333.26	6" X 10" C1-FC- REPAIR CLAMP - F1-724 X 10-SH
04/07/2025	879167	Dakota Supply Group	Water	$ 333.26	6" X 10" C1-FC- REPAIR CLAMP - F1-724 X 10-SH
04/07/2025	879167	Dakota Supply Group	Water	$ 333.26	6" X 10" C1-FC- REPAIR CLAMP - F1-724 X 10-SH
04/07/2025	879167	Dakota Supply Group	Water	$ 72.70	HAIRPIN COTTER PIN #180 - (AP-AFCPACER180)
04/07/2025	879167	Dakota Supply Group	Water	$ 4,436.60	Pipe for water main replacement
04/07/2025	879168	Dell Computer	Airport	$ 1,112.47	Dell OptiPlex 7020 + ,i5, 16GB ,1TB -Air-Police
04/07/2025	879168	Dell Computer	Airport	$ 1,329.51	Dell OptiPlex 7020 +, i7 32GB-Airport
04/07/2025	879168	Dell Computer	Airport	$ 2,583.90	Dell OptiPlex 7020+, i5,-Breakroom Airport
04/07/2025	879168	Dell Computer	Airport	$ 1,221.67	Dell OptiPlex 7020+, i7, 16GB ,1TB, Airport
04/07/2025	879168	Dell Computer	Airport	$ 1,221.67	Dell OptiPlex 7020+, i7, 16GB,1TB, Airport
04/07/2025	879168	Dell Computer	Airport	$ 1,501.27	Dell OptiPlex 7020+,i7 16GB, Airport
04/07/2025	879168	Dell Computer	Airport	$ 1,302.21	Dell OptiPlex 7020+,i7, 32GB ,1TB, Airport
04/07/2025	879168	Dell Computer	Airport	$ 1,352.26	Dell OptiPlex 7020+i7, 32GB, DVD Drive, Airport
04/07/2025	879168	Dell Computer	Airport	$ 2,388.76	Qty. 2Dell OptiPlex 7020+, i7, 16GB, Airport

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879168	Dell Computer	Airport	$ 3,665.01	Qty. 3Dell OptiPlex 7020+,i7, 16GB, 1TB, Airport
04/07/2025	879168	Dell Computer	Airport	$ 6,714.57	Qty. 5 Dell OptiPlex, Mechs, Ops, AirOps Airport
04/07/2025	879168	Dell Computer	General	$ 18,768.75	Qty. 15 Dell OptiPlex 7020+ SFF, i7,-Court
04/07/2025	879172	Dick Anderson Construction	Water	$ 697,749.14	WO1912 Westend Reservoir Svcs Contract
04/07/2025	879174	DOWL	Storm Sewer	$ 1,411.90	COB Snow Storage Drone Photos - Storm Fu
04/07/2025	879174	DOWL	Storm Sewer	$ 2,355.00	WO2024 West End Storm System Improvements
04/07/2025	879174	DOWL	Storm Sewer	$ 20,157.50	WO2426 Stormwater Master Plan
04/07/2025	879174	DOWL	Storm Sewer	$ 16,997.50	WO2426 Stormwater Master Plan
04/07/2025	879175	Downtown Billings BID	Parks Maint	$ 2,500.00	BID contract Jan-Mar 2025
04/07/2025	879175	Downtown Billings BID	Parks Maint	$ 2,500.00	BID contract Jan-Mar 2025
04/07/2025	879176	Downtown Billings Partnership	Tax Incrmnt N27	$ 26,383.92	DT TIF Operating agreement for FY25
04/07/2025	879166	D-Tech International US	Library	$ 2,500.00	3173 Annual License Agreement
04/07/2025	879182	Ferguson Enterprises	Wastewater	$ (593.71)	Credit for Inv G45807 & G45737 Paid by P
04/07/2025	879182	Ferguson Enterprises	Water	$ 3,702.50	8" MJ GATE VALVE P/N: 333-115-00030
04/07/2025	879182	Ferguson Enterprises	Water	$ 620.00	Tapping Machine Part
04/07/2025	879185	Fisher's Technology	Airport	$ 38.75	Invoice #1449961. Copy Machine Maintenance
04/07/2025	879185	Fisher's Technology	Central Services	$ 1,175.52	1449963 Legal
04/07/2025	879185	Fisher's Technology	Central Services	$ 35.35	1450891 Police
04/07/2025	879185	Fisher's Technology	Central Services	$ 12.31	1451933 Animal Control
04/07/2025	879185	Fisher's Technology	Central Services	$ 10.50	1452329 Ops Center
04/07/2025	879185	Fisher's Technology	Central Services	$ 104.72	1452800 Finance
04/07/2025	879185	Fisher's Technology	Central Services	$ 52.42	1455848 Court Bailiff
04/07/2025	879185	Fisher's Technology	Central Services	$ 7.38	1455849 Police
04/07/2025	879185	Fisher's Technology	Central Services	$ 135.19	1457678 Police
04/07/2025	879185	Fisher's Technology	Engineering	$ 5.57	contract base rate charge
04/07/2025	879185	Fisher's Technology	Library	$ 49.46	1449960 Library copier charges
04/07/2025	879185	Fisher's Technology	Library	$ 60.88	1459335 Library copier charges
04/07/2025	879185	Fisher's Technology	Park Dist 1	$ 86.50	copier contract for main office - 1449962
04/07/2025	879185	Fisher's Technology	Park Dist 1	$ 259.81	copier contract for main office - 1449962
04/07/2025	879185	Fisher's Technology	Park Dist 1	$ 173.15	copier contract for main office - 1449962
04/07/2025	879185	Fisher's Technology	Park Dist 1	$ 190.11	copier contract for senior center - 1450892
04/07/2025	879185	Fisher's Technology	Public Safety	$ 379.11	1453010 Police- Police Fund
04/07/2025	879185	Fisher's Technology	Public Safety	$ 1.22	1454516 Police- Police Fund

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879185	Fisher's Technology	Public Safety	$ 29.25	Copier Maintenance
04/07/2025	879185	Fisher's Technology	Public Safety	$ 37.50	Copier Maintenance
04/07/2025	879185	Fisher's Technology	Public Safety	$ 47.23	Copier Maintenance Contract
04/07/2025	879185	Fisher's Technology	Public Safety	$ 69.29	Copier Maintenance Contract
04/07/2025	879185	Fisher's Technology	Public Safety	$ 163.18	PRINT CONTRACT - 911 CENTER
04/07/2025	879185	Fisher's Technology	Solid Waste	$ 53.61	Contract overage charge 1/18/25 - 2/17/25. LF
04/07/2025	879185	Fisher's Technology	Solid Waste	$ 246.70	Contract overage 1/1/25 - 1/31/25. Collections.
04/07/2025	879185	Fisher's Technology	Street/Traffic	$ 31.50	copier agreement
04/07/2025	879185	Fisher's Technology	Transit	$ 216.96	1462416_February 2025 Copier
04/07/2025	879185	Fisher's Technology	Water	$ 134.29	CITBIL -AOS 01/31/25 - 02/27/25
04/07/2025	879194	Hample Excavation	Airport	$ 11,835.38	Repairs Made to Sanitary Sewer Line
04/07/2025	879200	Hawkins	Water	$ 19,000.00	chlorine for process
04/07/2025	879210	Insight Public Sector	General	$ 2,552.61	MS Surface Pro 10, dock, -Deputy City Clerk
04/07/2025	879210	Insight Public Sector	General	$ 94.50	MS Surface Pro 10, dock, -Deputy City Clerk
04/07/2025	879211	Interstate Power Systems	Wastewater	$ 5,334.08	2.5MW Generator fuel Line Repairs
04/07/2025	879211	Interstate Power Systems	Wastewater	$ 6,570.00	2.5MW Generator Load Banking
04/07/2025	879214	Jares Fence Company	PD Program	$ 5,842.50	Fencing at Firearms range. Half down
04/07/2025	879214	Jares Fence Company	PD Program	$ 4,420.00	Gate and operator. Half down
04/07/2025	1365	Joe Johnson Equipment	Street/Traffic	$ 2,520.00	brooms for sweepers
04/07/2025	879222	Knife River	Street/Traffic	$ 6,452.94	winter traction material
04/07/2025	879222	Knife River	Street/Traffic	$ 1,615.38	winter traction material
04/07/2025	879222	Knife River	Street/Traffic	$ 95.20	3/8" washed rock
04/07/2025	879229	M-B Companies	Airport	$ 2,270,212.46	4 New Heavy Duty Pieces Snow Removal Equip
04/07/2025	879235	Montana CSED	Payroll Clearing	$ 5,464.45	child support
04/07/2025	879238	MFPE	Payroll Clearing	$ 2,879.09	Payroll Summary
04/07/2025	879238	MFPE	Payroll Clearing	$ 22.67	Payroll Summary - add Diaz
04/07/2025	879239	MT First Responder Psychological Svcs	Public Safety	$ 7,200.00	Pre-employment Psychological Exams x12
04/07/2025	879241	MT Peterbilt	Transit	$ 91.26	112881BL_Carrier Seal
04/07/2025	879241	MT Peterbilt	Transit	$ 9.58	112881BL_Gasket
04/07/2025	879241	MT Peterbilt	Transit	$ 93.90	112881BL_Gasket
04/07/2025	879241	MT Peterbilt	Transit	$ 24.74	112881BL_Gasket
04/07/2025	879241	MT Peterbilt	Transit	$ 2,519.74	112881BL_Kit
04/07/2025	879241	MT Peterbilt	Transit	$ 3,078.79	112881BL_Module

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879241	MT Peterbilt	Transit	$ 2,224.88	112881BL_Module Electronic Core Exchange
04/07/2025	879241	MT Peterbilt	Transit	$ 17.38	112881BL_Seal, Rectangular
04/07/2025	879241	MT Peterbilt	Transit	$ 43.56	112881BLGasket
04/07/2025	879241	MT Peterbilt	Transit	$ 114.72	113234BL_Wire Harness
04/07/2025	879241	MT Peterbilt	Transit	$ (250.00)	CM110882BL_CR CORE DEPOSIT
04/07/2025	879242	MSFA	Payroll Clearing	$ 5,646.66	Payroll Summary
04/07/2025	879243	Morrison Maierle	Airport	$ 3,358.08	AIP73 Terminal Expansion - Eligible for Reimb
04/07/2025	879243	Morrison Maierle	Airport	$ 373.12	AIP73 Terminal Expansion-Ineligible for Reimb
04/07/2025	879243	Morrison Maierle	Airport	$ 315.65	AIP76 Terminal Expansion - eligible for local
04/07/2025	879243	Morrison Maierle	Airport	$ 35,999.96	Airport Master Plan Update - Federal Share
04/07/2025	879243	Morrison Maierle	Airport	$ 4,000.00	Airport Master Plan Update - Local Share
04/07/2025	879243	Morrison Maierle	Airport	$ 2,251.53	Amend#13 Terminal Expansion Project - Fed
04/07/2025	879243	Morrison Maierle	Airport	$ 211.64	Amend#13 Terminal Expansion Project - Inelig
04/07/2025	879243	Morrison Maierle	Airport	$ 250.17	Amend#13 Terminal Expansion Project - Loc
04/07/2025	879243	Morrison Maierle	Airport	$ 39,334.75	Amend#24 Overlook Road Rehabilitation - Fed
04/07/2025	879243	Morrison Maierle	Airport	$ 2,070.25	Amend#24 Overlook Road Rehabilitation - Loc
04/07/2025	879243	Morrison Maierle	Airport	$ 16,846.65	Cargo Slot 5 Ramp Construction - Fed
04/07/2025	879243	Morrison Maierle	Airport	$ 1,871.85	Cargo Slot 5 Ramp Construction - Loc
04/07/2025	879243	Morrison Maierle	Airport	$ 1,075.91	FY25 Miscellaneous Services
04/07/2025	879243	Morrison Maierle	Airport	$ 1,968.34	Terminal Expansion Final Design - Eligible
04/07/2025	879243	Morrison Maierle	Airport	$ 17,715.07	Terminal Expansion Final Design - Federal
04/07/2025	879243	Morrison Maierle	Airport	$ 1,665.19	Terminal Expansion Final Design - Ineligible
04/07/2025	879243	Morrison Maierle	Airport	$ 8,079.21	Runway 7/25 Recons & Exten Amend#22 - Fed
04/07/2025	879243	Morrison Maierle	Airport	$ 30,860.28	Runway 7/25 Recons & Exten Amend#22 - Fed
04/07/2025	879243	Morrison Maierle	Airport	$ 425.22	Runway 7/25 Recons & Exten Amend#22 - Loc
04/07/2025	879243	Morrison Maierle	Airport	$ 1,624.22	Runway 7/25 Recons & Exten Amend#22 - Loc
04/07/2025	879243	Morrison Maierle	Airport	$ 4,416.08	West End Sewer and Water Expansion Project
04/07/2025	879243	Morrison Maierle	Wastewater	$ 3,480.00	WO 25-32 Indian Cliffs Wastewater Study
04/07/2025	879244	MPPA	Payroll Clearing	$ 3,859.94	Payroll Summary
04/07/2025	879246	MT Dept of Rev-CGR2	Water	$ 7,047.97	WO1912 West End Reservoir Project
04/07/2025	879246	MT Dept of Rev-CGR2	Water	$ 1,020.46	WO1942 West End Water Treatment Plant Main
04/07/2025	1367	NorMont Equipment	Street/Traffic	$ 3,165.00	emulsion for road patcher
04/07/2025	879253	North Coast Electric	Street/Traffic	$ 3,138.00	street light inventory

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879253	North Coast Electric	Street/Traffic	$ 28.45	butt splices for signals
04/07/2025	879253	North Coast Electric	Street/Traffic	$ 223.52	street light inventory
04/07/2025	879253	North Coast Electric	Street/Traffic	$ 138.92	fish tape
04/07/2025	879253	North Coast Electric	Street/Traffic	$ 165.55	street light inventory
04/07/2025	1368	Northwest Pipe Fittings	Wastewater	$ 493.66	#3 Grit Pump supplies
04/07/2025	1368	Northwest Pipe Fittings	Wastewater	$ 144.24	PD Condensate Tank parts
04/07/2025	1368	Northwest Pipe Fittings	Wastewater	$ 1,178.04	Primary Digester Water Line Parts
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 31,277.00	3" MACH 10 METER OR TRU FLO COMPOUND
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 12,220.11	4" MACH 10 (OR) TD TRU FLO COMPOUND
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 7,987.70	5/8" PIT REGISTER HEAD E-CODER - 202NS90607
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 1,043.15	6" X 15" C1 FC REPAIR CLAMP - F1-724 X 15 SH
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 531.80	8" X 20" CI-FC REPAIR CLAMP - F1-939 X20-SH
04/07/2025	1368	Northwest Pipe Fittings	Water	$ (4,615.20)	Credit for Meter
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 268.88	FI-939-10-SH 8.99-9.39 SS P/N: 333-070-00220
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 1,407.17	High Service sewage pump
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 393.28	K81 SEAT RING - (3196772) P/N: 2131279
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 963.99	K81 UPPER STEM WITH FERRULE - K81 HYDRANT
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 6,771.09	Meter
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 6,771.09	meter
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 46.52	Northwest Pipe CM7277038
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 2,716.20	R-900 ENHANCED WALL RR - MIU 13341-200
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 543.78	Replace Sensor for Bathroom
04/07/2025	1368	Northwest Pipe Fittings	Water	$ 1,772.00	Valve, 3rd globe
04/07/2025	879255	Nutrien Ag Solutions	Street/Traffic	$ 4,309.75	chemicals for fertilizing
04/07/2025	879255	Nutrien Ag Solutions	Street/Traffic	$ 4,300.00	snapshot chemicals
04/07/2025	879261	Peterson Office Furniture	Stillwater Const	$ 3,325.00	Furniture Assembly/Disassembly City Hall
04/07/2025	879261	Peterson Office Furniture	Stillwater Const	$ 15,200.00	Community Dev furniture move to Stillwater
04/07/2025	879263	Pipestone Equipment	Wastewater	$ 1,700.00	Auma Valve Repairs
04/07/2025	879263	Pipestone Equipment	Wastewater	$ 8,400.00	spare Auma Actuator for Bioreactor
04/07/2025	879266	Polydyne	Wastewater	$ 7,326.00	Clarifloc C-3289 (chemical)
04/07/2025	879270	Pride of Montana	Facilities	$ 5,964.22	General cleaning of Stillwater for March 2025
04/07/2025	879272	Public Utilities	Airport	$ 60.41	3059379-Corp Air/Alpine
04/07/2025	879272	Public Utilities	Airport	$ 168.61	3059382-US Postal Service Gate 15

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879272	Public Utilities	Airport	$ 105.19	3059383-Marchi Office
04/07/2025	879272	Public Utilities	Airport	$ 206.81	3070894-Edwards Jet Center 1691 Aviation Pl
04/07/2025	879272	Public Utilities	Airport	$ 141.49	3070895-MT State Lands DEQ/DNRC
04/07/2025	879272	Public Utilities	Airport	$ 121.72	3082456-Zone Dispatch-IP6 & IP7
04/07/2025	879272	Public Utilities	Airport	$ 151.25	3082459-Rocky Mountain College-EJC
04/07/2025	879272	Public Utilities	Airport	$ 147.57	3082460-Marchi Hangar
04/07/2025	879272	Public Utilities	Airport	$ 84.79	3082461-TSA
04/07/2025	879272	Public Utilities	Airport	$ 87.16	3094193-Alpine Air-Maintenance
04/07/2025	879272	Public Utilities	Airport	$ 115.22	3094194-West End T-Hangars
04/07/2025	879272	Public Utilities	Airport	$ 372.61	3094195-Airfield Maintenance Compactor
04/07/2025	879272	Public Utilities	Airport	$ 128.10	3094196-Edwards Jet Center 1871 Aviation Pl
04/07/2025	879272	Public Utilities	Airport	$ 110.55	3094197-Aerotronics
04/07/2025	879272	Public Utilities	Airport	$ 204.69	3094198-Billings Fire Center-BLM
04/07/2025	879272	Public Utilities	Airport	$ 259.43	3105643-QTA
04/07/2025	879272	Public Utilities	Airport	$ 121.77	3105644-Executive Hangars
04/07/2025	879272	Public Utilities	Airport	$ 8.70	3105644-Executive Hangars USDA APHIS
04/07/2025	879272	Public Utilities	Airport	$ 337.21	3105645-UPS Gate 21
04/07/2025	879272	Public Utilities	Airport	$ 121.72	3116871-Patton Aviation
04/07/2025	879274	R & K Design	Tax Incrmnt N27	$ 79,940.00	Kibler & Kirch DT TIF incentive for FY23 $79,940
04/07/2025	1370	Rexel USA	Wastewater	$ 10,751.64	Replacement Breakers for WRF Substation
04/07/2025	1370	Rexel USA	Wastewater	$ 3.40	replacement switch for SPS Exhaust Fan
04/07/2025	1370	Rexel USA	Wastewater	$ 240.92	Tuff Grip tool
04/07/2025	879280	SafeLine Fire Protection	Airport	$ 3,500.00	Restaurants Fire System Remodel
04/07/2025	879281	Second Nature Consulting	Ballpark Donations	$ 417.50	admin services for protective netting at Dehler
04/07/2025	879281	Second Nature Consulting	Park Dist 1	$ 275.00	Castlerock restroom renovations-241005-09
04/07/2025	879281	Second Nature Consulting	Trl Donate	$ 2,250.00	change order to correct account number
04/07/2025	879281	Second Nature Consulting	Trl Donate	$ -	New Trail Extension-Big Ditch Trail
04/07/2025	879285	Skycon	Airport	$ 9,500.00	Invoice #2886. Jet Bridge Load Bank Tool.
04/07/2025	879287	South Billings Urban Renewal	Tax Incrmnt S	$ 44,000.00	SBURA FY25 Operating agreement
04/07/2025	879288	Star Service	Wastewater	$ 5,970.00	WO2521 WRF Digester Condensate Drn Const
04/07/2025	879289	Steiner Thuesen	Park Dist 1	$ 5,220.20	consult improvement to south Coulson Park
04/07/2025	879289	Steiner Thuesen	Park Dist 1	$ 1,334.80	design svcs for north improvs to Coulson
04/07/2025	879305	Tire-Rama	Solid Waste	$ (7,050.96)	Credit for Invoice 105-26828. Tire purchase

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	879305	Tire-Rama	Solid Waste	$ 697.50	Tire dismount, mount, repair and rotation
04/07/2025	879305	Tire-Rama	Solid Waste	$ 7,050.96	Tire purchase. Collections.
04/07/2025	879305	Tire-Rama	Solid Waste	$ 3,525.18	Tire purchase. Collections.
04/07/2025	879305	Tire-Rama	Solid Waste	$ 3,525.18	Tire purchase. Collections.
04/07/2025	879305	Tire-Rama	Solid Waste	$ 1,728.00	Tire repair and purchase. Collections.
04/07/2025	879305	Tire-Rama	Solid Waste	$ 3,767.00	Tire repair and purchase. Collections.
04/07/2025	879305	Tire-Rama	Solid Waste	$ 55.00	Tire rotation and repair. Collections.
04/07/2025	879305	Tire-Rama	Solid Waste	$ 137.50	Tire rotation, dismount, and mount
04/07/2025	879305	Tire-Rama	Solid Waste	$ 217.50	Tire rotation, mount, repair, and dismount
04/07/2025	879305	Tire-Rama	Solid Waste	$ 4,500.00	Tracks purchase. Landfill.
04/07/2025	879305	Tire-Rama	Solid Waste	$ 4,500.00	Tracks purchase. Landfill.
04/07/2025	879305	Tire-Rama	Street/Traffic	$ 114.99	--; TIRE; TIRE
04/07/2025	1371	Town & Country Supply	Airport	$ 5,396.43	Unleaded Fuel for Operations
04/07/2025	1371	Town & Country Supply	Fleet	$ 5,398.72	445788
04/07/2025	1371	Town & Country Supply	Fleet	$ 2,976.61	445788
04/07/2025	1371	Town & Country Supply	Fleet	$ 3,072.08	445788
04/07/2025	1371	Town & Country Supply	Fleet	$ 8,373.41	445788
04/07/2025	1371	Town & Country Supply	Transit	$ 5,605.00	447460_Unleaded Fuel
04/07/2025	1371	Town & Country Supply	Wastewater	$ 3,539.34	Fuel Oil Dyed # 2
04/07/2025	1371	Town & Country Supply	Water	$ 9,501.01	Unleaded Fuel for Belknap
04/07/2025	1372	Tractor & Equipment	Fleet	$ (77.92)	BLCR0103003
04/07/2025	1372	Tractor & Equipment	Fleet	$ 26.82	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 25.10	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 54.03	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 154.28	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 16.00	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 33.01	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 116.76	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 389.61	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 1,225.19	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 286.64	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 129.79	BLCS0856954
04/07/2025	1372	Tractor & Equipment	Fleet	$ 7.33	BLCS0856954

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04/07/2025	1372	Tractor & Equipment	Fleet	$ 6.66	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 6.92	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 111.30	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 40.22	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 356.19	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 393.44	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 34.32	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 125.24	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 168.44	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 259.28	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 189.16	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 17.56	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 74.58	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 181.60	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 384.07	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 2,566.66	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 173.38	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 1,202.96	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 2,557.14	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 83.36	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 41.80	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 44.08	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 25.68	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 295.08	BLCS0857062
04/07/2025	1372	Tractor & Equipment	Fleet	$ 77.92	BLCS0857250
04/07/2025	1372	Tractor & Equipment	Fleet	$ 77.92	BLCS0857251
04/07/2025	1372	Tractor & Equipment	Street/Traffic	$ 2,248.98	inv#BLCS0858639brackets for unit 1213
04/07/2025	879308	TrueNorth Steel	Street/Traffic	$ 3,727.75	inv#BI0000035724drainage gate repair at SCA
04/07/2025	1373	U.S. Bank PCards	Airport	$ 366.32	Ad Creative Group - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 56.98	Amazon Mktpl*1N6Ja50H3 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 109.99	Amazon Mktpl*Dm9Hg7K43 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 26.99	Amazon Mktpl*Jj2G71Mc3 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 408.24	Amazon Reta* Uy1Hs0Zt3 - PCard

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04/07/2025	1373	U.S. Bank PCards	Airport	$ (408.24)	Amazon Reta* Uy1Hs0Zt3 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 199.56	Amazon Reta* Vx7Xj5Km3 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ (112.25)	Amazon Reta* Zx5Sy47G3 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 300.00	American Water Technol - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 10.00	Billings Chamber - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 10.00	Billings Chamber - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 760.00	Billings Overhead Door In - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 846.00	Billings Overhead Door In - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 269.95	Blundstone (U.S.A.)Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 962.31	Bobcat Of Big Sky Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 125.48	Direct Auto Dist Billing - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 109.99	Dungarees Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 229.16	Ecolab Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 152.63	Ecolab Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 133.03	Ecolab Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 113.02	Edmo Distributors Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 22.99	Evergreen Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 25.98	Evergreen Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 78.89	Fei, Inc. - Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 84.98	Galls - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 157.97	Galls - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 2,987.07	Genesis Lamp Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 78.79	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 1,028.90	Hanson Chemical - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 39.98	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 2,789.06	In *Automatic Doors Of Mo - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 54.00	In *Billings Clinic - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 84.00	In *Billings Clinic - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 64.00	In *Cotter'S Sewer, Septi - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 35.00	Iron Mountain - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 1,575.70	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 1,652.66	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 103.00	Kb Commercial Products - PCard

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04/07/2025	1373	U.S. Bank PCards	Airport	$ 136.55	Lockwood Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 41.14	Lockwood Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 178.72	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 388.50	Marketing Specialties In - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 79.26	Marketing Specialties In - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 198.50	Marketing Specialties In - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 1,029.89	Mb Companies - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 16.60	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 25.00	National Registry Emt - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 144.20	Norco - 97 - Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 31.98	O'Reilly 1548 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 181.50	O'Reilly 1551 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 196.20	Paypal *Detroit Rad - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 381.88	Pens.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 1,500.00	Pzg**Mt Dept Environ Q - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 36.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 68.85	Quadient Inc Oracle - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 211.32	Rdo Equipment Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 108.99	Spi*Directv Service - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 135.30	Sq *Hotsy Wy-Mont - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 5.75	Stapls7652260724000001 - PCard

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04/07/2025	1373	U.S. Bank PCards	Airport	$ 50.49	Stapls7652719794000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 59.39	Stapls7652783512000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 1,372.50	State Chemic*State Che - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 75.00	Sunseeker Resorts - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 43.74	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 1,588.75	The Montana Quarterly - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 180.00	Torgersons Billings 002 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 277.98	Tractor-Supply-Co #0303 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 136.96	Web*Networksolutions - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 24.92	Wm Supercenter #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 898.16	Yellowstone Electric Comp - PCard
04/07/2025	1373	U.S. Bank PCards	Airport	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 29.38	Amazon Mktpl*Gr55B7Jx3 - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 23.47	Amazon Mktpl*Ke20S9893 - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 40.50	Amazon Mktpl*Km3Ye9A93 - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 90.97	Amazon Mktpl*S14St3N13 - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 63.35	Amazon Mktpl*Us5Qw6833 - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 87.00	American Water Technol - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 185.60	Delta Hotels - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 95.00	Iapmo - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 110.00	Int'L Code Council Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 140.00	Int'L Code Council Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 213.49	Int'L Code Council Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 295.00	Mt Chapter Iaei 2025 - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ (88.98)	Orleans Hotel & Casino - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ (88.98)	Orleans Hotel & Casino - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ (88.98)	Orleans Hotel & Casino - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 17.10	Spo*Marblecoffeeco. - PCard
04/07/2025	1373	U.S. Bank PCards	Building	$ 13.76	Wal-Mart #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 92.78	Amazon Mktpl*025Oo4Gs3 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 20.09	Amazon Mktpl*1R90U6Oj3 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 83.62	Amazon Mktpl*8G1A54Hr3 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 8.59	Amazon Mktpl*Pp89D6I53 - PCard

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04/07/2025	1373	U.S. Bank PCards	CDBG	$ 21.45	Amazon Mktpl*Sg90J5Zi3 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 84.30	Amazon Mktpl*V94129Dw3 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ (8.99)	Amazon Mktplace Pmts - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 30.60	Amazon.Com*629Dl1Gu3 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 119.40	Canva* I04441-69723773 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 136.78	Cncs - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 29.21	Conoco - Big Timber 2 103 - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 28.25	Conoco - Wheat Montana Fa - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 365.00	Neighborworks Montana - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 365.00	Neighborworks Montana - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 20.00	Openai *Chatgpt Subscr - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 85.00	Tst* Broadwater Hot Sprin - PCard
04/07/2025	1373	U.S. Bank PCards	CDBG	$ 51.60	Tst* The Springs At The B - PCard
04/07/2025	1373	U.S. Bank PCards	Central Services	$ 109.98	Amazon Mktpl*7S83B62N3 - PCard
04/07/2025	1373	U.S. Bank PCards	Central Services	$ 164.97	Amazon Mktpl*Xe5Cg3Vr3 - PCard
04/07/2025	1373	U.S. Bank PCards	Central Services	$ 46.99	Amazon Reta* Hw9456Ye3 - PCard
04/07/2025	1373	U.S. Bank PCards	Central Services	$ 177.50	Amazon Reta* I947R5Lg3 - PCard
04/07/2025	1373	U.S. Bank PCards	Central Services	$ 142.00	Amazon Reta* Qp56G6Z43 - PCard
04/07/2025	1373	U.S. Bank PCards	Central Services	$ 93.98	Amazon Reta* Sa7E40T33 - PCard
04/07/2025	1373	U.S. Bank PCards	Central Services	$ 35.50	Amazon.Com*Tt05X7Dx3 - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 223.80	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 120.91	Albertsons #4041 - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 120.00	Holiday Stations 0731 - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 135.00	Let S Glow Putt - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 895.00	Nadcp - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 106.00	Target 00001719 - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 280.00	Teb*Sparrow Psychiatry & - PCard
04/07/2025	1373	U.S. Bank PCards	Court Grants	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 147.58	Amazon Mktpl*616In8Sm3 - PCard
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 13.75	Amazon Mktpl*B56Ih0Nw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 44.77	Amazon Mktpl*Oq7Y99Ao3 - PCard
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 11.24	Amazon.Com*K16B43Mp3 - PCard
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 57.56	Costco Whse #1644 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 78.62	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 26.44	Sherwin-Williams703429 - PCard
04/07/2025	1373	U.S. Bank PCards	Engineering	$ 2,700.00	Www.Apwa.Net - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 12.50	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 37.50	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 846.24	Alsco Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 577.80	Alsco Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 42.95	Amazon Mark* Xv8Hs6Xp3 - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 210.29	Amazon Reta* H07Tk4E63 - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 99.00	Cleverbridge Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 174.73	Ecolab Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 59.00	Ferguson Ent #1342 - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 37.96	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 242.35	Insight Public Sector - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 134.94	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 1,666.73	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 179.71	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 1,414.16	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 18.88	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 150.93	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 9.24	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 30.58	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 34.80	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 16.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 298.00	Midland Mechanical Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 1,402.00	Midland Mechanical Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 45.50	Spinfresh Laundry - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 31.50	Spinfresh Laundry - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 84.00	Spinfresh Laundry - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 47.25	Spinfresh Laundry - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 45.50	Spinfresh Laundry - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 61.25	Spinfresh Laundry - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 43.75	Spinfresh Laundry - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 85.81	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 48.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 265.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 189.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Facilities	$ 50.00	Yubico Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Fire Grants	$ 5,429.00	Rae Systems Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Fire Grants	$ 1,706.83	Scheels Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Fleet	$ 9.99	Best Buy 00005926 - PCard
04/07/2025	1373	U.S. Bank PCards	Fleet	$ 608.04	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Fleet	$ 78.60	Sq *Genuine Marketing Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Fleet	$ 15.89	Stapls7653190225000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Fleet	$ 11.67	Stapls7653722863000001 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 102.40	360 Office Solutions-Blgs - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 38.00	Aaim - Services - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 19.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 14.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 4.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 76.92	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 125.00	Albertsons #4041 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 22.75	Allianz Travel Ins - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 125.21	Amazon Mark* 9854F2Pd3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 11.39	Amazon Mark* Af6Gk6O33 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 9.90	Amazon Mark* Cw4Ic52B3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 32.98	Amazon Mark* J76K18Pd3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ (38.99)	Amazon Mark* Tp5616Yo3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 77.98	Amazon Mark* Tp5616Yo3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 42.49	Amazon Mark* Wn9Kk17C3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 16.49	Amazon Mktpl*0P2Kr54N3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 103.03	Amazon Mktpl*Bw6Gr0Tx3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 108.27	Amazon Mktpl*F65Cg4S13 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 68.65	Amazon Mktpl*F76Hv9Gb3 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	General	$ 18.98	Amazon Mktpl*Kp7Go8Bj3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 13.10	Amazon Mktpl*Mf5Ii1Zc3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 53.76	Amazon Mktpl*Pb6Y40Bp3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 17.60	Amazon Mktpl*Pm14338V3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 12.98	Amazon Mktpl*Pp9V35Mq3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 3.48	Amazon Mktpl*Rb6Vn6Fq3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 35.88	Amazon Mktpl*Vo8Ko3Pt3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 53.99	Amazon Mktpl*Vp04U7Tx3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 119.12	Amazon Reta* B907V1443 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 27.99	Amazon Reta* Ck9B88D53 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 57.98	Amazon Reta* K43B75Ct3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 38.70	Amazon Reta* Om68J3Fq3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 19.08	Amazon Reta* X27Zm57V3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 312.71	Amazon Reta* Y45Bz2Hi3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 51.62	Amazon.Com*Os00K9Eg3 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 665.00	American Assoc Of Code - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 75.00	American Assoc Of Code - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 75.00	American Assoc Of Code - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 75.00	American Assoc Of Code - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 185.71	Best Western Premier G - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 144.56	Best Western Premier G - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 144.56	Best Western Premier G - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 144.56	Best Western Premier G - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 1,047.36	City Of Billings Finance - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 6.98	Conoco - Big Timber 2 103 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 25.00	Conoco - High Country Tra - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 1,162.50	Cool River Roasting - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 74.50	Costco Gas #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 80.00	Costco Gas #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 42.37	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 289.12	Delta Hotels - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 289.12	Delta Hotels - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 207.34	Econo Print - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	General	$ 61.58	Econo Print - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 278.10	Fsp*State Bar Of Montana - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 760.00	Government Finance Office - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 70.00	Iron Mountain - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 35.00	Iron Mountain - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 130.75	Jakes Downtown - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 241.50	Jimmy Johns - 1646 - E - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 110.40	Jimmy Johns - 1646 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 129.38	Jimmy Johns - 1646 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 128.50	Jimmy Johns - 1646 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 286.00	Juli Pierce Law Pllc - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 40.92	Loco Creek Grill - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 19.21	Loco Creek Grill - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 20.00	Openai *Chatgpt Subscr - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 2.99	Remarkable - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 82.71	Rockets Gourmet Wraps And - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 81.76	Sams Club #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 55.00	Sq *Mt Mobile Shredding - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 85.85	Sq *The Dive Bakery - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 40.38	Stapls7652723444000001 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 27.98	Stapls7652912250000001 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 14.79	Stapls7653051642000001 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 48.76	Stapls7653660443000001 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ (3.96)	Stapls7653660443001001 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 41.77	Stapls7654006469000001 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 73.34	Target 00001719 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 55.00	The Winbag Saloon - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 2,070.33	Thomson West*Tcd - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 0.63	Track1099.Com - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 54.00	Tst* Spitz Restaurant Gro - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 46.96	Tst*Mediterranean Soul - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 20.03	Usps Po 2907800103 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 499.00	Yourmembership - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	General	$ 66.39	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	General	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 34.50	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 9.45	Amazon Mktpl*Lw89315G3 - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 138.99	Amazon Mktpl*M893G9Qa3 - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 27.58	Amazon Reta* 628357Eh3 - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 35.50	Amazon Reta* K89Q47Qu3 - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 516.04	Homedepot.Com - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 247.78	Insight Public Sector - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 135.00	Isc2 - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 250.00	Montana Association Of - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 245.00	Montana Association Of - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 245.00	Montana Association Of - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 20.00	Openai *Chatgpt Subscr - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 150.00	Paypal *Comptia - PCard
04/07/2025	1373	U.S. Bank PCards	IT Resources	$ 170.00	Yubico Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 8.49	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 10.48	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 233.17	Alsco Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 112.00	Amazon Mark* Gs82N01K3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 31.26	Amazon Mktpl*0543186S3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 104.87	Amazon Mktpl*2077C0Ug3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 8.99	Amazon Mktpl*4O0Sx8De3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 17.94	Amazon Mktpl*5H13K2Vs3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 33.95	Amazon Mktpl*Om5Nm0903 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 29.99	Amazon Mktpl*Qg46Z8Wx3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 132.00	Amazon Mktpl*Vi27B1P33 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 29.99	Amazon Mktpl*Xq8Vh0T23 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 22.66	Amazon Mktpl*Zm83I1Lt1 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 9.95	Amazon Mktpl*Zt93A0Ej3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 14.99	Amazon Reta* 011Fb3743 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* 3073H8Oh3 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Library	$ 13.99	Amazon Reta* 395836Gb3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 16.99	Amazon Reta* 4W19W97S3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 9.99	Amazon Reta* 6006P3De3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 7.48	Amazon Reta* 6N2Mp8Q83 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 24.98	Amazon Reta* 7E8Pc4083 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 15.32	Amazon Reta* 8N5X90Ox3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 12.78	Amazon Reta* An38W2Hw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 11.00	Amazon Reta* Ce2Vj1Lu3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 35.99	Amazon Reta* Fc9I72Uv3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 24.00	Amazon Reta* Fu7Sh3Lz3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 9.99	Amazon Reta* Fx2Ia6S53 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 31.80	Amazon Reta* Gg3R62It3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 8.99	Amazon Reta* Gp3Fy0Tl3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 14.99	Amazon Reta* Hv7H00O63 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 7.99	Amazon Reta* Hw3Je55Y3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 108.64	Amazon Reta* Ih0Ir7Ml3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 55.28	Amazon Reta* L22Y265E3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 11.50	Amazon Reta* Ld9A94633 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 13.88	Amazon Reta* Os0841Lv3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 24.99	Amazon Reta* Q94C35Yl3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 22.17	Amazon Reta* Qb3N71Jd3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 9.99	Amazon Reta* T510814B3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 5.99	Amazon Reta* Tm2An4Wn3 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 7.72	Amazon Reta* Ve5Kk1423 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 91.47	Asana.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 19.48	At Home Store 281 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 199.99	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 179.50	Batteries+Bulbs #0253 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 79.20	Batteries+Bulbs #0253 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 26.50	Batteries+Bulbs #0253 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 26.48	Billings Hardware & Servi - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 20.18	Billings Hardware & Servi - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 2,100.00	Dj Fast Pay - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Library	$ 38.94	Domino'S 7003 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 64.93	Econo Print - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 69.90	Econo Print - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 500.00	Epson *Store - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 2,000.00	Epson *Store - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 732.99	Epson *Store - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 916.00	Epson *Store - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 250.00	Epson *Store - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 59.00	Gan*1094Grfalltribcirc - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 29.77	Gan*Usatodaycirc - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 120.00	Google *Gsuite_Explore - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 59.78	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 31.41	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 25.96	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 99.99	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 39.32	Hobby-Lobby #251 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 8.98	Hobby-Lobby #251 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 900.00	In *Cine Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 110.00	In *Cine Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 198.00	In *Sensource, Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 355.66	Joann Stores #2315 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 40.36	Joann Stores #2315 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 2,318.52	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 7.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 91.51	Kohl'S #1265 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ (169.90)	Michaels Stores 9916 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 125.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 250.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 250.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 60.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 60.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 60.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 250.00	Montana Library Associ - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Library	$ 250.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 250.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 296.00	Montana Library Associ - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 1,753.71	Moodle - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 34.08	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 40.00	Ntl Cntr For Safety - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 14.99	Oculus *Jdrn9Klt62 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 21.37	Paypal *Ebay Us - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 4,295.50	Py *Mosaic Threads, Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 97.86	Ross Stores #554 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 172.85	Sams Club#4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 39.76	Sams Club#4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 107.89	Signupgenius - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 343.00	Simply Local Mag - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 700.00	Sp Aunt Flow - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 270.00	Sp Tfd Supplies - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 182.00	Sq *Stomping Grounds Book - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 52.00	Sq *Yellowstone County Ne - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 106.00	Target 00001719 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 13.97	Teacherspayteachers.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 5.57	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 64.04	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 18.96	The Mail Drop - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 487.46	Uline *Ship Supplies - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 50.00	Video Trust - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 55.66	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 9.24	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ (37.50)	Walmart.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 29.99	Walmart.Com 8009256278 - PCard
04/07/2025	1373	U.S. Bank PCards	Library	$ 55.39	Wm Supercenter #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 15.99	Amazon Mark* T11Bc21D3 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 49.58	Amazon Mktpl*5V4Ok9Zd3 - PCard

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04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 100.22	Amazon Mktpl*R93Ql2Wy3 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 32.99	Billingsgazettethriftynck - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 32.99	Billingsgazettethriftynck - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 509.00	Govt Social Media Llc - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 821.10	Hyatt Regency San Antoni - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 247.78	Insight Public Sector - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 196.78	Stapls7652240084000002 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 48.78	Stapls7652481590000001 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 51.60	Stapls7652656902000001 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 102.88	Stapls7653082015000001 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 41.67	Stapls7653555607000001 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 40.00	United 0164474012236 - PCard
04/07/2025	1373	U.S. Bank PCards	P.W. Admin	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 1,368.99	4Imprint, Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 113.11	A & I Distributors - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 19.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 59.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 12.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 66.20	Adobe Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 51.17	Albertsons #0038 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 29.32	Albertsons #0038 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 45.41	Albertsons #0038 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 18.96	Albertsons #0047 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 19.50	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 27.55	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 32.99	Amazon Mark* S625T8723 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 31.99	Amazon Mktpl*0230C8E33 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 39.38	Amazon Mktpl*0230C8E33 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 364.54	Amazon Mktpl*0230C8E33 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 131.74	Amazon Mktpl*3Q9Dh2W03 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 61.54	Amazon Mktpl*516Vb1Uw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 163.48	Amazon Mktpl*9J9G53783 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 109.23	Amazon Mktpl*Di5185Rh3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 7.77	Amazon Mktpl*E00Kf3823 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 23.90	Amazon Mktpl*Hi9P87De3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 154.77	Amazon Mktpl*I33Iw5Qp3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 76.38	Amazon Mktpl*Kk8Nj8J33 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 86.26	Amazon Mktpl*Me7G36H43 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 35.98	Amazon Mktpl*N45Xf6Xc3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 871.91	Amazon Mktpl*Pk4Vp13C3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 11.57	Amazon Mktpl*Uh0Pw2Xh3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 29.99	Amazon Mktpl*Yx0Gv62J3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 71.96	Amazon Reta* 220086E93 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 119.97	Amazon Reta* 656P47Xw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 410.82	Amazon Reta* Zi5Ij01U3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 107.91	Amazon.Com*7561Z1Fp3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 163.26	Amazon.Com*Cv8Xr3Uj3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 13.30	Amazon.Com*J69Gv5Wp3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 13.70	Amazon.Com*J69Gv5Wp3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 13.30	Amazon.Com*J69Gv5Wp3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 18.24	Amazon.Com*Tu9Z03Y33 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 45.00	American Red Cross - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 315.00	American Red Cross - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 830.50	American Swing Products, - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 4.99	Ampd Strong - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 14.99	Ampd Strong - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 170.94	Bass Pro Billings432 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 8.00	Batteries+Bulbs #0253 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 143.12	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 35.58	Billings Construction Sup - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 94.23	Billings Hardware & Servi - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 33.45	Billings Hardware & Servi - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 10.87	Billings Hardware & Servi - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 118.68	C B Operations Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 839.94	Cabela'S Online U.S. - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 1,036.73	Cityservicevalcon Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 31.98	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 15.99	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 269.99	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 56.00	Creative Monograms Smb - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 81.00	Creative Monograms Smb - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 58.00	Creative Monograms Smb - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 23.00	Creative Monograms Smb - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 48.00	Creative Monograms Smb - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 44.00	Creative Monograms Smb - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 98.50	Creative Monograms Smb - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 40.00	Dollar Tree - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ (27.50)	Dt *Duluth Trading Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 55.00	Dt *Duluth Trading Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 33.20	Dxp Enterprises - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 19.99	Evergreen Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 12.98	Evergreen Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 44.90	Flying J 684 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 62.83	Frigid Fluid Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 245.88	Hanson Chemical - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 205.26	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 15.98	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 17.98	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 427.65	Holiday Inn Bismarck - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 427.65	Holiday Inn Bismarck - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 427.65	Holiday Inn Bismarck - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 427.65	Holiday Inn Bismarck - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 20.55	Holiday Stations 0420 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 221.90	Interstate Batteries Of - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 103.23	Issa Intl Sports Scien - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 518.84	Kb Commercial Products - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 3.18	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 48.97	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 17.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 248.86	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 32.89	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 22.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 47.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 32.97	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 7.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 17.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 36.93	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 54.97	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 16.38	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 227.90	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 101.94	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 93.46	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 3.40	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 371.99	Mackenzie River Blgs Hts - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 655.00	Medallion Vault & Casket - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 39.60	Midland Implement Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 194.10	Midland Implement Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 101.83	Midland Implement Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 1,600.97	Midland Implement Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 294.48	Midland Implement Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 69.84	Midland Implement Co - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 36.99	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 17.81	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 65.13	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 4.26	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 52.00	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 294.61	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 24.78	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 115.54	Northwest Pipe Fittings - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 187.50	Northwest Seed-Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 42.94	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 43.87	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 253.91	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 5.89	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 54.77	O'Reilly 1551 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 53.97	O'Reilly 1551 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 157.92	O'Reilly 1551 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 438.53	Pacific Steel Branch #02 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 204.96	Pacific Steel Branch #02 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 13.37	Pacific Steel Branch #02 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 168.00	Pepsicola Bottling Compan - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 48.72	Pilot_00684 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 52.35	Pilot_00684 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 21.11	Platt Electric 148 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 117.46	Platt Electric 148 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 1,999.80	Pro Jansan - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 1,050.00	Rain Bird Online Store - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 207.00	Ratco Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 1,300.00	Reliabletentandtipi - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 112.72	Sams Club #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 74.92	Samsclub #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 49.44	Samsclub.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 30.65	Selbys - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 123.28	Selbys - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 112.64	Shamrock Fsw590 Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 14.99	Shipton'S Big R East - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 10.97	Shipton'S Big R East - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 41.94	Shipton'S Big R Heights - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 54.99	Shipton'S Big R Service - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 169.95	Shipton'S Big R West - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 20.00	Snappyduds - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 109.94	Sp Kuiu Llc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 79.99	Spectrum - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 19.99	Spotify Usa - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 847.98	Sq *True Grit Tire Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 3.09	Stack Sports - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 930.78	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 33.21	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 38.66	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 87.27	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 47.04	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 246.03	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 270.01	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 216.71	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 11.81	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 31.47	Target 00001719 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 45.15	Target 00013334 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 27.79	Target 00013334 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 30.96	Target 00013334 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 57.87	Target 00013334 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 81.59	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 197.94	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 17.14	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 45.56	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 208.78	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 62.14	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 15.45	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 22.88	Tiger Town - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 5.50	Tire Rama 101 Bc - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 244.81	Tire Rama 105 It - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 1,780.00	Tl* Tl2025 Annual Mtrp - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ (240.00)	Tl* Tl2025 Annual Mtrp - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 43.45	Tractor & Equipment - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 66.00	Tractor & Equipment - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 83.31	Tractor & Equipment - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 65.04	Tractor & Equipment - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 283.00	United Rentals - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 217.47	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 91.99	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 39.96	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 78.21	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 7.50	Wal-Mart #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 7.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 13.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 28.22	Wm Supercenter #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 31.79	Wm Supercenter #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 65.00	Wwp*Sprague Pest Solution - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 23.23	Yellowstone County Treas - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 27.00	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 72.39	Zumba Fitness - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 10.00	Zumbini - PCard
04/07/2025	1373	U.S. Bank PCards	Park Dist 1	$ 35.00	Zumbini - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 23.97	Amazon Mktpl*2G6Pf6Nx3 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 169.00	Amazon Mktpl*469Qt91K3 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 55.83	Amazon Mktpl*6U1Fw8Gs3 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 43.51	Amazon Mktpl*Py6G08T83 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 484.44	Amazon Mktpl*Ue0G12Xa3 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 57.05	Amazon Reta* 1R21K1Ig3 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 12.60	Amazon.Com*H376H6Er3 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 59.99	Best Buy 00005926 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ (59.99)	Best Buy 00005926 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 99.99	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 542.08	Current Components, Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 25.46	Denny Menholt Nissan (Pa - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 4,771.25	Econo Print - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 65.04	Fedex34031462 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 57.84	Fedex34501958 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Parking	$ 46.45	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 93.81	Hose & Rubber - Blg - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 50.00	In *Independent Lock And - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 220.00	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 22.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 28.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 4.08	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 15.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 9.59	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 4.64	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 9.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 26.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 245.05	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 233.43	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 222.48	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 6.29	O'Reilly 1548 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ (17.98)	Sams Club #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 135.88	Sams Club #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 53.94	Sams Club#4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 164.90	Samsclub #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 7.59	Sherwin-Williams701710 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 30.00	Spic And Span - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 24.00	Sumup *Silver Threads - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 72.94	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 24.82	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 27.65	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 2.56	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 52.70	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 25.94	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 40.30	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 10.30	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 120.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 3.97	Wm Supercenter #1956 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Parking	$ 75.00	Yubico Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Parking	$ 60.00	Zeecreative - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 15.92	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 70.46	Midland Implement Co - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 989.00	Northwest Pipe Fittings - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 175.00	Rain Bird Online Store - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 175.00	Rain Bird Online Store - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 350.00	Rain Bird Online Store - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 350.00	Rain Bird Online Store - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 175.00	Rain Bird Online Store - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 56.55	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 27.47	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 232.44	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 318.97	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 27.82	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Parks Maint	$ 27.35	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 20.50	7-Eleven 38364 - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 279.31	Budget Rent A Car - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 79.21	Dynamic Designs - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 825.00	Enterprise Rent-A-Car - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 1,396.83	Enterprise Rent-A-Car - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 825.00	Enterprise Rent-A-Car - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 800.00	Enterprise Rent-A-Car - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 825.00	Enterprise Rent-A-Car - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 240.79	Homedepot.Com - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 184.52	Homedepot.Com - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 128.10	Residence Inn Denver - PCard
04/07/2025	1373	U.S. Bank PCards	PD Program	$ 529.70	Sp Usamm - PCard
04/07/2025	1373	U.S. Bank PCards	Phone System	$ 83.99	Amazon Mktpl*Gb0Sh3L73 - PCard
04/07/2025	1373	U.S. Bank PCards	Phone System	$ 47.72	Amazon Mktpl*Lr20S3Pw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Phone System	$ 26.99	Amazon Reta* Cv16J9333 - PCard
04/07/2025	1373	U.S. Bank PCards	Phone System	$ 35.49	Graybar Electric Company - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 8.99	Amazon Mark* C29No3Tb3 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Planning	$ 9.84	Amazon Mark* C29No3Tb3 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 9.89	Amazon Mktpl*588Kp0Gg3 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 6.22	Amazon Reta* It1Rk8Ms3 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 12.59	Amazon Reta* It1Rk8Ms3 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 48.64	Amazon Reta* Pq5Uf1El3 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 295.00	Apa - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 350.00	Apa - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 19.19	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 46.87	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 160.99	Homedepot.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 47.50	Jimmy Johns - 1646 - E - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 40.00	Starbucks Store 71295 - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 103.50	Universal Awards - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 19.35	Wix.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 165.00	Zeecreative - PCard
04/07/2025	1373	U.S. Bank PCards	Planning	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 50.00	1044420-Icc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 939.28	360 Office Solutions-Blgs - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 23.95	A-B Petroleum #36 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 676.88	Airbnb * Hmx923Dw82 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 854.11	Airbnb * Hmz9Nx235E - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 431.37	Airbnb * Hmzk5442Eq - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 17.98	Albertsons #1227 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 6.99	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 90.44	Albertsons #4025 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 20.00	Als Bootery & Repair Shop - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 38.24	Alsco Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 26.98	Amazon Mark* M148H1Lq3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 267.30	Amazon Mktpl*086G66Yy3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 159.00	Amazon Mktpl*4M4Ro1903 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 14.99	Amazon Mktpl*Am2X101A3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 21.99	Amazon Mktpl*Am2X101A3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 9.85	Amazon Mktpl*Oq7Pm8X93 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 500.00	Amazon Mktpl*R52088Tu3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 123.56	Amazon Mktpl*Rj7Dn4Ls3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 89.96	Amazon Mktpl*Sp67K9Nq3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 31.82	Amazon Mktpl*To59Q4J13 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 22.98	Amazon Mktpl*Uu0588Y53 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 13.99	Amazon Mktpl*Vl5Xx3153 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 65.97	Amazon Mktpl*Wj7Ij3Iw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 499.00	Amazon Mktpl*Xh11I1Ws3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 60.99	Amazon Mktpl*Xz32H6Mx3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 49.99	Amazon Reta* 1957G9603 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 21.60	Amazon Reta* 4O5La5Wz3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 746.91	Amazon Reta* 611Go9N83 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 3.84	Amazon Reta* 7F9Kl1Ar3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 417.20	Amazon Reta* Aa4S142G3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 23.37	Amazon Reta* Fj6312Nf3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 31.91	Amazon Reta* Ls9396H23 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 417.20	Amazon Reta* Sw57B4Fy3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 6.36	Amazon Reta* X021Z51V3 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 648.37	American Air0012220372803 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 35.00	American Air0014455987352 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 45.00	American Air0014455987353 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 39.00	American Water Technol - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,193.13	Animal Care Equipment & - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 311.22	Arrowhead Forensics - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 490.00	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 83.00	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 2,341.85	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 592.19	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 288.15	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 239.80	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 2,209.35	B&H Photo 800-606-6969 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 35.40	Bargreen Ellingson - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 35.40	Bargreen Ellingson 1 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 950.00	Barnes & Noble #2765 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 38.00	Batteries+Bulbs #0253 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 879.64	Batteries+Bulbs #0253 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 316.81	Battery Junction - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 366.15	Bfah.Net - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 69.98	Billings Rv Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 35.99	Billingsgazettethriftynck - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 35.99	Billingsgazettethriftynck - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 159.75	Bts*Ironmountain - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,019.12	Budget Rent A Car - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 2,730.53	Budget Rent A Car - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 150.00	Bwy*Fbinaa Natl Office - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 296.77	Carquest 3153 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 466.40	City Of Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 30.00	Conoco - Big Timber 2 103 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 64.92	Conoco - Grantree Conoco - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 15.01	Conoco - Grantree Conoco - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 82.02	Conoco - Thriftway #4 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 41.00	Conoco - Thriftway 16 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 599.00	Copper King Hotel And Con - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 42.57	Corporate Translation Ser - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 40.39	Corporate Translation Ser - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 62.04	Corporate Translation Ser - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 171.79	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 227.53	Costco Whse #1644 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 440.00	Cotter S Sewer Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 395.00	Cpse.Store-Woocommerce - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ (121.38)	Delta Air 0062296581322 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 157.75	Dickeys.Co* Sn: Mt-061 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 741.37	Dkc*Digi Key Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 400.00	Ds Discount Furniture Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 17.99	Exxon Casey'S Corner S - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 46.72	Exxon Common Cents #21 - PCard

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04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 50.00	Fbi Retail Sto12010070 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,058.40	Fire Protection Pub - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 204.35	Firstspear Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 51.00	Fsp*Billings Clinic Commu - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 34.00	Fsp*Billings Clinic Commu - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 51.00	Fsp*Billings Clinic Commu - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 194.66	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 157.80	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,621.20	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 144.00	Grammarly Co*K5Ykife - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 144.00	Grammarly Co*Thguroh - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 392.70	Hanson Chemical - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 193.97	Hanson Chemical - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 196.99	Hanson Chemical - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 496.51	Hanson Chemical - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 4,800.00	Harvard Hks Exec Ed - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 29.98	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 24.97	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 61.87	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 848.59	Homes To Suites By Hilton - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 19.00	Hot Patch Pay 12020020 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 547.00	I/O Solutions, Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 123.00	Iaai - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 903.00	Iaai - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 220.00	Iacp - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 124.01	Ims Alliance - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 300.00	In *Action Pest Control - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 387.50	In *Frosty Solutions, Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 42.50	In *Frosty Solutions, Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 180.00	In *Global Bolting Techno - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 154.83	Insight Public Sector - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 330.00	Int'L Code Council Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 200.00	Int'L Code Council Inc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 789.50	Iron Mountain - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,550.00	Isfsi.Org - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 89.30	Jersey Mikes 41004 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 8.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 23.94	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 445.00	Law Enforcement Seminars - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 238.80	Life Assist Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 293.29	Life Assist Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 4,258.39	Life Assist Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 2,322.00	Medical Priority Consu - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 3,825.00	Medical Priority Consu - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 3,825.00	Medical Priority Consu - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ (3,825.00)	Medical Priority Consu - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 203.71	Mgs4U.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 136.06	Mid-Rivers Telephone Coo - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 175.77	Minuteman Press Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 225.00	Montanasher - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 225.00	Montanasher - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 225.00	Montanasher - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 225.00	Montanasher - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 225.00	Montanasher - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 225.00	Montanasher - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 268.55	Moore Lane Vh - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 30.00	National Academies Of - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 80.00	National Academies Of - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 30.00	National Academies Of - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 600.00	National Association Of S - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 145.00	National Fire Protection - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 210.75	Nemont - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 644.48	Nfpa Natl Fire Protect - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 158.36	Nfpa Natl Fire Protect - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 17.56	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 354.89	Office Depot #450 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 20.00	Openai *Chatgpt Subscr - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 486.90	Pasternack - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 290.00	Pp*Billings Unlocked Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 82.00	Pp*Zee Creative - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 74.00	Pp*Zee Creative - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 60.25	Py *Mosaic Threads, Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 75.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 104.58	Rev.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 181.77	Rev.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 87.15	Rev.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 176.79	Rev.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 52.29	Rev.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 77.19	Rev.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 23.67	Ridley'S 1132 Sss - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 31.76	Sams Club #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 250.11	Scheels Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 20.67	Selbys - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 18.00	Shell Oil 57542188008 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 179.95	Simsushare.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 52.92	Sirchie Acquisition Compa - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 608.90	Sp Arcantenna.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 298.49	Spectrum - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 348.20	Springhill Stes Aurora - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 348.20	Springhill Stes Aurora - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 227.70	Sq *836 Technologies Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 2,379.00	Sq *National Tactical Off - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 124.00	Sq *Off Main Deli And Bak - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 13.88	Stapls7651592047000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 45.60	Stapls7652214829000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 45.60	Stapls7652632229000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 55.78	Stapls7652735147000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 172.90	Stapls7653358400000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 36.78	Stapls7653561490000001 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 27.99	Target 00013334 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 8.78	Target 00013334 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 136.00	The Athenian - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,143.94	The Coeur Dalene - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 99.00	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 114.90	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 79.98	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 19.98	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 15.98	The Mail Drop - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 255.25	The Ups Store 2594 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 289.20	Tlo Transunion - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 51.70	Tractor-Supply-Co #0303 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 80.00	Triangle Communications - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 169.00	Tritech Forensics - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 169.00	Tritech Forensics - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 169.00	Tritech Forensics - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 169.00	Tritech Forensics - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 169.00	Tritech Forensics - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 255.80	Trusty-Cook - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 136.65	Tst* Spitz Restaurant Gro - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 35.90	Tst*City Brew Coffee - C - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 43.08	Tst*City Brew Coffee - C - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 2,562.82	Uline *Ship Supplies - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 130.51	Uline *Ship Supplies - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 14.11	Ups*Billing Center - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 85.62	Ups*Billing Center - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 14.38	Ups*Billing Center - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 12.18	Ups*Billing Center - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 32.70	Usps Po 2907800103 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 119.00	Wal-Mart #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 318.00	Walmart.Com 8009256278 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 386.38	Wasabi Technologies - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 139.00	West End Lock And Securit - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 68.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 13.50	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 22.08	Wm Supercenter #2923 - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 169.99	Www Costco Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 97.00	Www.Volgistics.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 249.00	Ycduitaskforce.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,245.00	Ycduitaskforce.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 29.00	Yubico Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 1,174.24	Zoll Medical Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 305.04	Zoll Medical Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 447.86	Zoll Medical Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Public Safety	$ 145.03	Zps Store - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 2.98	Albertsons #0047 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 32.77	Amazon Mark* 0G9Id4Pt3 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 46.99	Amazon Mark* 983Uh5253 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 54.80	Amazon Mark* It45W5Uh3 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 41.98	Amazon Mktpl*904Fw9A53 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 268.99	Amazon Mktpl*Zv87I14D2 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 52.35	Amazon Reta* 4Q9A812Q3 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 114.19	Big Rig Chrome Shop Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 3,091.74	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 1,656.40	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 14.02	City Of Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 1,125.00	Fastenal Company 01Mtbll - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 3,295.73	Fastenal Company 01Mtbll - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 3,855.19	Fastenal Company 01Mtbll - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 64.98	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 200.75	Headwater Companies Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 3.02	Hose & Rubber - Ar - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 62.54	Hose & Rubber - Ar - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 87.49	Hose & Rubber - Blg - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 243.49	Hose & Rubber - Blg - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 12.96	Hose & Rubber - Blg - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 68.72	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 9.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 43.96	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 53.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 302.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 8.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 1,144.42	Lawson Products - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 41.98	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 93.99	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 512.92	Npc*New Pig Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 44.46	O'Reilly 1548 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 236.34	Pacific Steel Branch #02 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 986.89	Power Service Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 1,500.00	Pzg**Mt Dept Environ Q - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 18.24	Ratco Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 57.71	Sherwin-Williams703203 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 329.99	Shipton'S Big R East - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 402.34	Sp Ram Mounts - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 107.60	Sq *Genuine Marketing Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 93.75	Sq *Genuine Marketing Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 73.98	Stapls7652815820000002 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 2.67	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 88.54	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 1,429.98	Tractor-Supply-Co #0303 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 229.99	Tractor-Supply-Co #0303 - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 10.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 10.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Solid Waste	$ 23.23	Yellowstone County Treas - PCard
04/07/2025	1373	U.S. Bank PCards	Stillwater Const	$ 180.36	Amazon.Com*Oa94586U3 - PCard
04/07/2025	1373	U.S. Bank PCards	Storm Sewer	$ 5,000.00	Pzg**Mt Dept Environ Q - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 824.20	Amazon Reta* Qc5Zb88Z3 - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 740.48	Atsi - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 26.06	Awg 3575 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 640.77	C B Operations Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 3,117.80	C B Operations Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 41.94	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 19.98	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 106.96	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 58.56	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 34.99	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 20.75	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 93.96	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 19.15	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 32.98	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 156.86	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 14.98	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 28.68	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 103.66	Montana Cycle & Marine S - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 304.00	Montana Terrazzo Company - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 217.65	Northwest Pipe Fittings - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 13.62	Pacific Steel Branch #02 - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 67.00	Ratco Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Street/Traffic	$ 183.11	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 54.00	(Pc) 0725 Ced - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ (109.96)	A And H Turf And Specialt - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 14.00	A And H Turf And Specialt - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 145.46	A And H Turf And Specialt - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 50.37	Aaim - Services - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 472.38	Abc Florida Parts Call Ct - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 59.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 12.99	Adobe *Adobe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 14.03	Agri Industries Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 488.48	Amazon Mark* Li3953X93 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 37.48	Amazon Mktpl*1399A3823 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.99	Amazon Mktpl*1M16N0Q63 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 67.76	Amazon Mktpl*2L9Aj9Gw3 - PCard

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04/07/2025	1373	U.S. Bank PCards	Transit	$ 21.50	Amazon Mktpl*4P9J405Z3 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 54.00	Amazon Mktpl*Ce82Z6U03 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 210.42	Amazon Mktpl*L97Xd9M43 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 1.79	Amazon Mktpl*Mx8509W53 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 48.58	Amazon Mktpl*Nn0Yv4P53 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 22.58	Amazon Mktpl*U21W01Dr3 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 52.20	Awg 3575 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 200.00	Community Transportation - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 858.37	Delta Air 0062307276575 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 52.05	Dkc*Digi Key Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 70.18	Dkc*Digi Key Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 12.99	Dkc*Digi Key Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 52.05	Dkc*Digi Key Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 51.12	Dkc*Digi Key Corp - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 559.92	Ebay O*13-12825-10580 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 30.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 10.00	Electrify America - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ (451.48)	Elreg Distributors - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 89.56	Ferguson Ent #1342 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 7.50	Ferguson Ent #1342 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 20.16	Ferguson Ent #1342 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 46.17	Gateway Fees - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 17.68	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 399.99	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 747.69	Hilton Garden Inn - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 28.85	Hobby-Lobby #251 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 328.00	In *Cotter'S Sewer, Septi - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 34.25	In *Frosty Solutions, Llc - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Transit	$ 2,800.00	In *Peacock Cleaning Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 135.00	In *Signature Signs Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 334.00	In *Yellowstone Acoustics - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 220.00	In *Yellowstone County On - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 37.76	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 150.00	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 85.00	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 160.70	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 15.48	Kb Commercial Products - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 20.69	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 36.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 1.80	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 14.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 17.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 63.09	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 76.77	Lawson Products - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 68.59	Lawson Products - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 625.12	Long Beach Hilton - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 625.12	Long Beach Hilton - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 29.98	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 59.84	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 103.50	Marketing Specialties In - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 195.00	Mssc - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 7.38	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 154.56	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 91.64	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 132.00	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 5.35	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 27.99	Office Depot #1080 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 39.99	Office Depot #1080 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 5.49	Office Depot #450 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 1,000.00	Pierce Billings Admin - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 35.00	Pzg**Mt Dli Ebiz - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Transit	$ 763.12	Ratco Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 87.26	Sams Club #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 35.96	Sams Club #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 747.00	Sign Pro - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 425.00	Sq *Gated Solutions - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 359.80	Stapls7653549455000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 953.25	Sun Supply Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 38.28	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 18.58	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 8.95	Tire Rama 105 It - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 100.79	Vistaprint - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 97.16	Wal-Mart #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 3.99	Western Ranch Supply - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 40.64	Wm Supercenter #1956 - PCard
04/07/2025	1373	U.S. Bank PCards	Transit	$ 16.59	Zoom.Com 888-799-9666 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 732.14	4 All Promos - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 40.75	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 10.18	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 184.51	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 184.50	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 10.19	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 40.75	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 150.00	A And H Turf And Specialt - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 12.50	Amazon Mktpl*4458W5023 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 230.82	Amazon Mktpl*608Jc2Zy3 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 9.14	Amazon Mktpl*V095R0Gw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 42.80	Amazon Reta* 5J4R416J3 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 62.00	Automationdirect.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 32.00	Batteries Plus #0598 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 535.18	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 29.59	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 331.57	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 59.18	Big Sky Linen And Unif - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 639.26	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 639.26	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 1,033.50	Bnsf Rail Permitting - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 50.97	Buildersfirstsource64021 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 17.15	Carquest 3103 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 1,390.54	Freds Appliance Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 6.57	Gensco-Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 720.16	Hach Company - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 146.35	Hach Company - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 360.00	Hanson Chemical - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 10.49	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 10.00	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 166.80	Heights Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 633.42	Indeco North America Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 16.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 3.75	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 5.69	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 5.84	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 8.50	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 4.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 0.35	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 124.93	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 2.24	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 12.99	Lostakey.Net - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ (47.76)	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 55.88	Lowes #00907* - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 532.00	Macon Supply Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 3,066.90	Midland Mechanical Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 200.00	Paypal *Ata Train - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 463.65	Process Technology, Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 199.31	Process Technology, Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 776.53	Purvis Industries 68 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 22.50	Qcad - Ribbonsoft Gmbh - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 1,171.47	Rsd - Billings#57 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 382.88	Shipton'S Big R East - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ (3,088.00)	Sp Fallprotection - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 337.80	Sq *Genuine Marketing Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 350.00	Sq *Genuine Marketing Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 64.80	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 97.00	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 378.40	Thomas Scientific Holdin - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 107.00	Wef Main - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 10.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 252.17	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 27.00	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 295.27	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 275.14	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Wastewater	$ 1,316.65	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 40.75	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 80.90	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 40.75	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 10.19	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 184.51	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 323.60	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 184.50	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 10.19	4Te*Alarm Monitoring Serv - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 150.00	A And H Turf And Specialt - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 38.00	Aaim - Services - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 37.49	Amazon Mktpl*4458W5023 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 7.99	Amazon Mktpl*7688F47H3 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 63.90	Amazon Mktpl*Dw6Gk6V63 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 19.95	Amazon Mktpl*Lp0403Sm3 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 19.99	Amazon Mktpl*N12E42J13 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 27.43	Amazon Mktpl*V095R0Gw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ (7.99)	Amazon Mktplace Pmts - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 38.88	Amazon Reta* 0E89M9Vj3 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Water	$ 263.55	Amazon Reta* 2R7Q598M3 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 127.04	Amazon Reta* H443G9Yc3 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 29.00	American National Standar - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 362.15	American Water Works Asso - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 337.84	American Water Works Asso - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 395.00	Becker'S Glass Shop - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 9.99	Best Buy 00005926 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 282.10	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 423.15	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 989.91	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 535.21	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 331.57	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 329.97	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 88.78	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 177.56	Big Sky Linen And Unif - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 28.37	Bloedorn Lumber-Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 81.12	Bloedorn Lumber-Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 1,033.50	Bnsf Rail Permitting - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 126.50	Brady Worldwide Inc. - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 268.55	Comfort Inns - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 268.55	Comfort Inns - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 66.00	Dxp Enterprises - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 85.80	Econo Print - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 58.70	Edge Construction Supp - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 500.12	Era - A Waters Company - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 48.56	Evergreen Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 16.19	Evergreen Ace Hardware - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 6.57	Gensco-Billings - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 264.81	Grainger - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 356.05	Hach Company - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 83.89	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 169.99	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 10.48	Harbor Freight Tools 207 - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Water	$ 9.99	Harbor Freight Tools 207 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 146.23	Hose & Rubber - Blg - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 153.96	Idexx Distribution Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 275.70	Idexx Distribution Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 108.95	Idexx Distribution Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 474.77	Idexx Distribution Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 370.00	In *Hmw Hauling, Llc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 633.41	Indeco North America Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 37.55	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 38.65	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 6.74	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 28.96	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 4.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 14.98	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 5.84	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 8.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 72.74	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 26.56	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 4.50	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 1.43	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 7.17	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 14.99	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 27.88	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 105.88	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 5.68	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 31.49	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 15.29	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 11.24	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 1.04	Kings Ace Hdwe - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 65.02	L-Com - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 935.05	Lifetechcorp*13482049 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ (143.28)	Lowes #00319* - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 167.64	Lowes #00907* - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Water	$ 532.00	Macon Supply Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 144.03	Mcmaster-Carr - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 618.00	Mt Rural Water System Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 35.46	Napa Store 3547001 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 155.59	Northwest Industrial Supp - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 10.46	Northwest Scientific Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 35.16	Northwest Scientific Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 227.84	Northwest Scientific Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 19.70	Northwest Scientific Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 113.72	Northwest Scientific Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 64.85	Pacific Steel Branch #02 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 224.00	Paypal *Californiar - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 140.92	Perkin Elmer - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 35.00	Pzg**Mt Dli Ebiz - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 22.50	Qcad - Ribbonsoft Gmbh - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 320.00	Regionalwaterauthority - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 36.96	Samsclub #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 55.48	Samsclub #4805 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 116.50	Santiago'S Mexican Restau - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 74.99	Sherwin-Williams703203 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 3,397.53	Sigmaaldrich.Com - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 79.00	Sp Linovision - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 697.00	Ss Machine Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 126.01	Stapls7653770274000001 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 52.60	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 85.06	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 44.14	Tacoma Screw Products Inc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 62.89	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 74.75	The Home Depot #3101 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 137.58	Thomas Scientific Holdin - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 91.90	Thomas Scientific Holdin - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 598.30	Thomas Scientific Holdin - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 112.25	Tst*Bw Blacksmith - Deli - PCard

Check Date	Check #	Name	Fund Name	Amount	Item Desc
04/07/2025	1373	U.S. Bank PCards	Water	$ 59.90	Ulvsinc - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 19.30	Veolia Wts Analytical In - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 135.00	Veolia Wts Analytical In - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 1,350.00	Veolia Wts Analytical In - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 10.00	West End Lock And Securit - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 36.63	Wm Supercenter #7199 - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 1,522.46	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Water	$ 37.16	Yellowstone Valley Elect - PCard
04/07/2025	1373	U.S. Bank PCards	Park Prgrms	$ 194.40	Amazon Mktpl*Kg1849Cw3 - PCard
04/07/2025	1373	U.S. Bank PCards	Park Prgrms	$ 197.17	Amazon Mktpl*Vl0B90Ir3 - PCard
04/07/2025	879314	Wesco Distribution	Water	$ 8,087.00	H1-2 Breaker and Install kit for H1-2 VF
04/07/2025	879319	Yellowstone Valley Animal Shelter	Public Safety	$ 28,038.75	contract 3-2025

City Council Regular

Date:	04/28/2025
Title:	Public Hearing - Land Use Contrary to Zoning for Orchard School, 120 Jackson St.- Electronic Message Display Sign
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00047

RECOMMENDATION

Planning staff recommends the City Council conduct a public hearing and receive public comment on the Orchard School project, located at 120 Jackson Street, to install an electronic message display wall sign, contrary to the local zoning regulations. The City Council may also provide comment and suggestions to the applicant.

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

State law governing the application of local zoning regulations to public agencies, local or state, have been on the books since 1981. The purpose of this code section - MCA 76-2-401 and 402 - was to ensure the ability of public agencies to accomplish the mission and purpose of their agency while giving local communities the opportunity to comment when those projects were contrary to locally adopted zoning. Public agency is defined in the law as "a board, bureau, commission, department, an authority, or other entity of state or local government." The term captures many local or state entities, from the Department of Natural Resources and Conservation (DNRC) to local school districts or even city departments. The law does not apply to federal agencies or departments. The law excludes public projects on land that is privately owned. For example, if the DNRC has partnered with a landowner to complete a project on private property, it is not exempt from local zoning and is not covered by MCA 76-2-402.

In 2021, Senator Bill Mercer introduced and passed a bill that amended this section of state law. The previous convening body for Land Uses Contrary to Zoning was the appointed Board of Adjustment. In addition, the law had language that implied the Board of Adjustment could not provide its own advice, opinion, or summarize the public comments for the applicant's consideration. The changes adopted in 2021 place these types of projects in front of the local governing body (city or county) for public hearing and allows the governing body to provide input, opinion and advice to the project sponsors. The change in law, however, does not give the City Council the ability to impose conditions of approval or deny the proposed project.

Orchard School currently has a manually operated reader board wall sign on the front of the building. The letters and method of changing the sign are outdated. The school plans to replace the existing sign with a new Electronic Message Display (EMD) wall sign measuring 7' 6" by 5' 6", as shown in the attached documentation.

In 2021, the City of Billings adopted a revised zoning code that included updates to the sign regulations. Under the previous sign code, EMD signs were permitted for specific "uses" rather than being tied to a zoning district. Schools, churches, and other institutional uses had a dedicated section allowing EMD signs regardless of location. The prior code also imposed size restrictions, limiting EMD wall signs to 10 square feet and freestanding EMD signs to 50% of the total sign area. Additionally, EMD signs were required to be incorporated into a permanent graphic sign.

The 2021 adopted sign code amendments exclude EMD signs from certain zone districts that are generally within or in proximity to residential neighborhoods. This includes Neighborhood Office (NO), Neighborhood Mixed Use (NMU), Public 1 - Parks and Open Space, and Public 2 - Public, Civic and Institutions. Schools, churches, and small public property developments outside of downtown were placed in the Public 2 (P2) zone district. Schools and churches may have EMD signs that were permitted prior to the code change and these would be considered legal nonconforming signs.

STAKEHOLDERS

The Planning staff has not received any public comment as of the date of this report.

ALTERNATIVES

City Council may:

- Open the public hearing and take public comment and provide input and suggestions to the project sponsor, Orchard School.

The Council does not have the authority to approve or deny the land use contrary to zoning, but may provide feedback and concerns to the project sponsor.

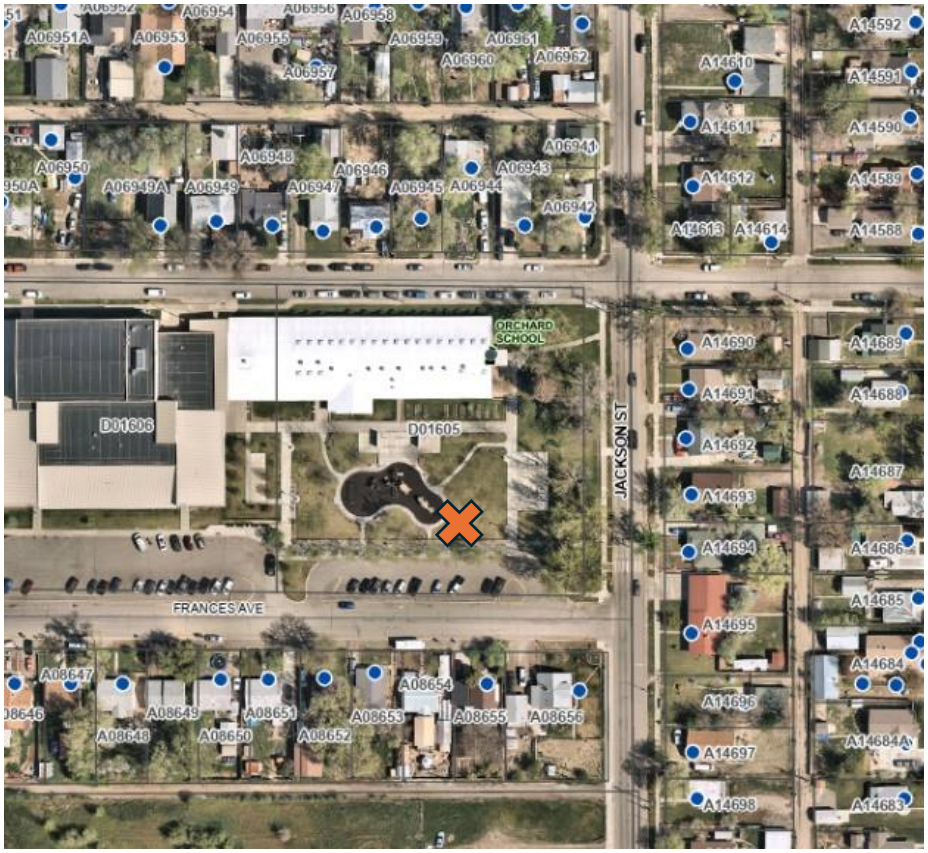
FISCAL EFFECTS

Holding the public hearing and the land use contrary to zoning will have no impact on the Planning Division budget.

Attachments

Zoning Map & Site Photos
Application
Site Plan

LUCZ 6 Attachments



= Subject Property

Subject Property

Existing Sign on East wall

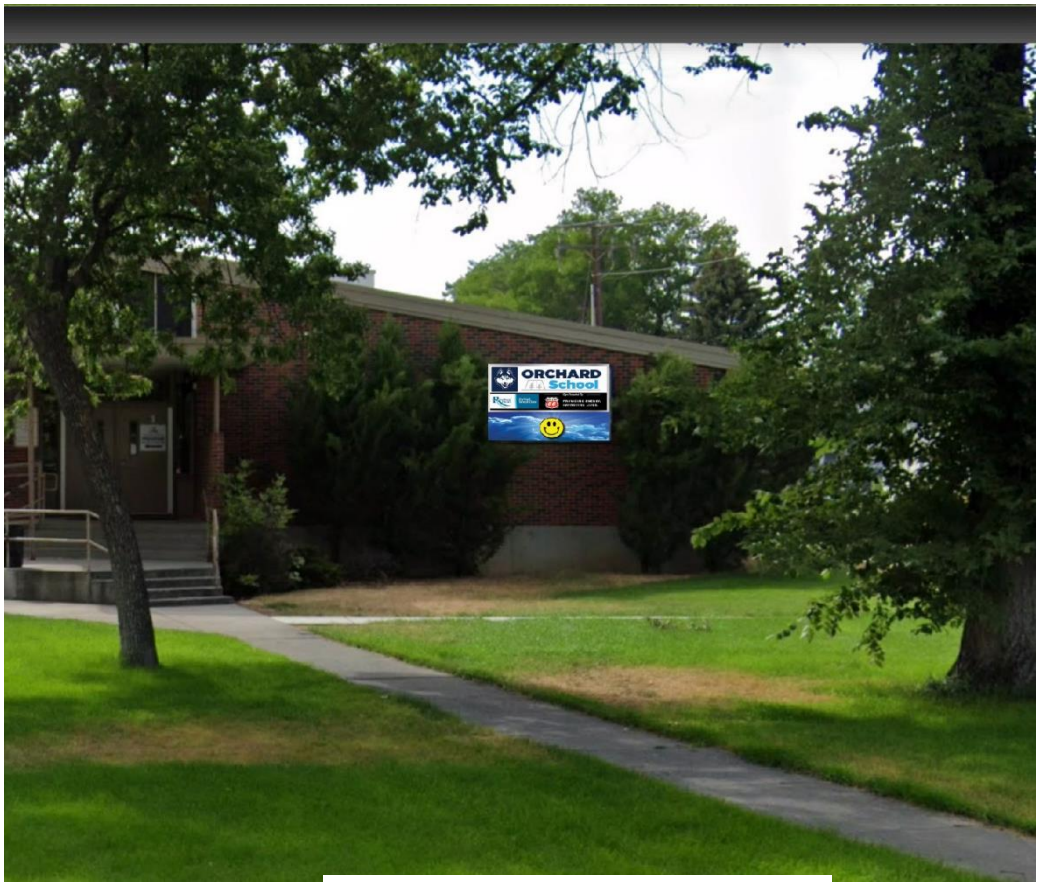
Looking North on Jackson

Looking South on Jackson

Intersection of Roosevelt & Jackson

East across Jackson

Looking West



Proposed Sign

CITY APPLICATION FORM

Land Use Contrary to Zoning

(Staff Use Only) City Variance #_____ - Project #_____

FEE: $563 + 40 cents per mailing label

The undersigned as owner(s) of the following described property hereby request a Public Hearing before the **City Council** on a **Land Use Contrary to Zoning** from the terms of the City of Billings Zoning Regulations.

TAX ID # **D01605** CITY WARD # **Ward 2**

Legal Description of Property: **Township 01 S / Range 26 E / Section 09**

Address or General Location (If unknown, contact City GIS): **120 Jackson St.**

Zoning Classification: **P2 (Public - Civic, Institutional**

Size of Parcel (Area in square feet or acres): **180,000,00 Square ft.**

Covenants or Deed Restrictions on Property: Yes_____ No **X**

If yes, please attach to application

Brief explanation of the Project and what parts of the project will be contrary to the zoning regulations (e.g. landscaping, signs, off street parking, building siting, allowed uses, etc.) :

Replace existing sign with a new sign (Same Square footage) However new sign includes an electronic Message Center. The new display will follow the code according to the 60/40 size restriction for EMDs. In the code P2 zoning does not normally allow EMDs.

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

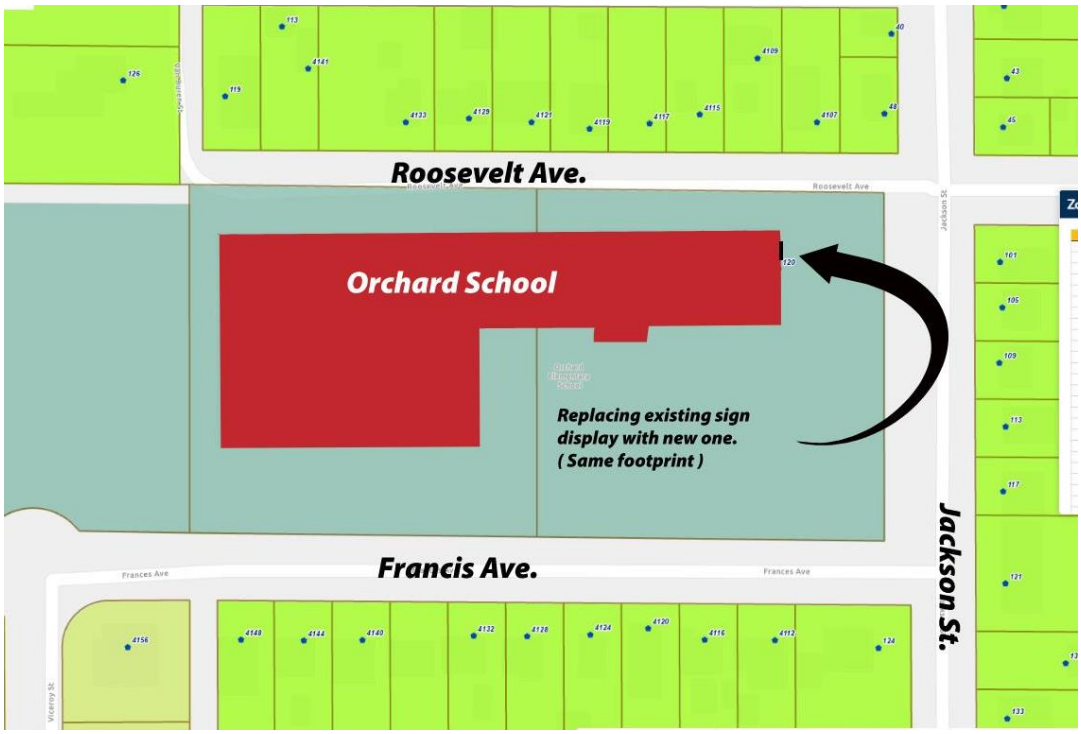
Owner(s): **Orchard School District.**
(Recorded Owner – Managing Agency)
120 Jackson St. Billings Mt. 59101
(Address)
406 281- 6216 **(wagnerka@billingsschools.org)**
(Phone Number) (email)

Agent(s): **Sign Pro (Billings)**
(Name)
5160 Midland Rd. Billings Mt. 59101
(Address)
(Phone Number) (email)

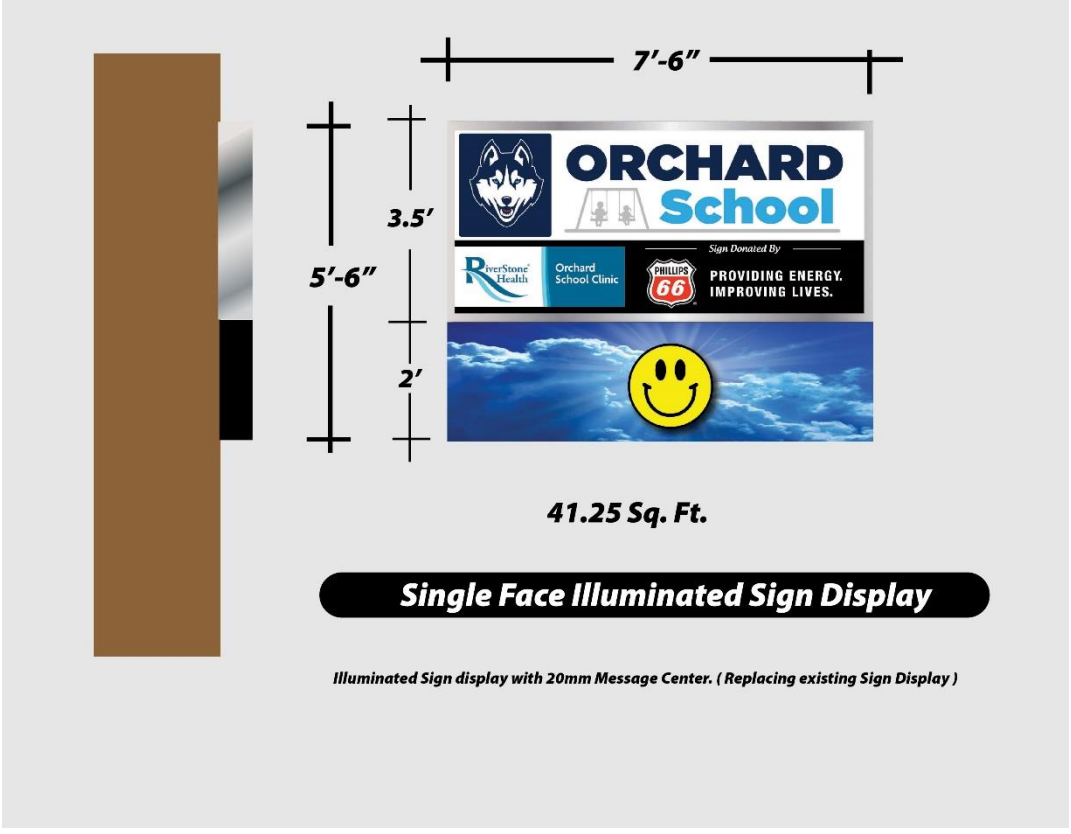
I attest that all the information presented herein is factual and correct.

Signature: _____ Date: 3/31/25
(Recorded Owner/Agency Manager)

Complete this form and load as an attachment to your on-line Project submittal through Citizen Access portal



Sign Location



Sign specifics

City Council Regular

Date:	04/28/2025
Title:	Zone Change 1064 - 1115, 1116, 1121, 1122, 1126 & 1127 Buffalo Crossing Drive
Presented by:	Karen Husman
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	PZX-25-00030

RECOMMENDATION

The Zoning Commission recommends approval and adoption of the findings of the 10 review criteria for Zone Change 1064.

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

This is a zone change from Suburban Neighborhood Residential (N3) to Mid-Century Neighborhood Residential (N2) for six lots in the Buffalo Crossing Subdivision. The total area subject to the proposed zoning is 1.498 acres of land. Two of the lots have split zoning (N2 and N3) and the proposed zone change will remedy this situation. The intent of the zone change is to allow for two-family dwellings on the property.

Two master plans for multi-family developments are currently in progress near the subject property. A Master Site Plan for Parcel 4B of Certificate of Survey 2735, located northeast of the subject parcels, has been approved for 18 units on an NX2-zoned parcel, consisting of three fourplex dwellings and one sixplex dwelling. Another Master Site Plan is under review for 56 units on Block 1, Lot 1, and Block 3, Lot 1 of Buffalo Crossing Subdivision, further north and east along Grand Avenue on NX2-zoned parcels. This plan includes one sevenplex, two sixplexes, three fourplexes, and a five fiveplex.

There are few housing choices in this area of West Billings. Most (70% +) are single-family homes on urban lots (7,000 sf +). There are several areas that also offer duplex dwellings. Foxtail Village to the north has 18 duplexes, Grand Peaks to the east has about 22 duplexes, and Signal Peak at 62nd St W and Rimrock Rd has about 77 duplex townhomes. These comprise less than 20% of the total housing choice in the area. The rarest housing choice is the attached multi-family unit (3+ units per structure), either for rent or ownership. This is less than 5% of the total housing choice west of Shiloh Road from Central Avenue to the north. A resilient urban fabric has more housing choices than are currently available in West Billings.

The Zoning Commission recommends approval based on the compatibility with the adjacent zoning and the zoning will provide predictable development in Buffalo Crossing. The proposed zoning is in conformance with the 2016 Growth Policy guidelines.

APPLICATION DATA

OWNER: Doug Wild
AGENT: Greg Reid, WWC Eng.
LEGAL DESCRIPTION: Lots 4-6, Block 3 and Lots 7-9, Block 1, Buffalo Crossing Subd.
ADDRESS: 1115, 1116, 1121, 1122, 1126, 1127 Buffalo Crossing Drive
CURRENT ZONING: N3 (Suburban Neighborhood Residential)
PROPOSED ZONING: N2 (Mid-Century Neighborhood Residential)
EXISTING LAND USE: Vacant parcels
PROPOSED LAND USE: Single-family or Duplex dwelling units
SIZE OF PARCEL(S): Lots from 9,247 sf to 12,583 sf for a total of 12,583 sf.

SURROUNDING LAND USE & ZONING

NORTH:
Zoning: N2 - Mid-Century Neighborhood and RR3 - Rural Residential 3 (County)
Land Use: Duplex dwellings and agricultural land
SOUTH:
Zoning: A - Agriculture (County)
Land Use: Agricultural
EAST:

Zoning: N3 - Suburban Neighborhood
Land Use: Medium density single-family dwellings (6 to 8 dwellings per acre)
WEST:
Zoning: RR3 - Rural Residential 3 (County)
Land Use: Agricultural

STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on February 8, 2025, at the subject property, with one neighboring property owner in attendance. The primary concerns raised focused on density, parking, and whether the future residents would be owners or renters. The attendee also inquired about the reasoning behind the proposed zone change. The applicant explained that the existing N2 lots had been sold to a buyer interested in purchasing the additional six lots, contingent on their allowance for duplex dwellings. Additionally, the applicant received two emails expressing concerns that the zoning change could set a precedent for increased duplex housing, particularly non-owner-occupied units.

Planning staff fulfilled all notification requirements, including mailing notices, posting the property, updating the Current Zoning Application web page with a synopsis, and publishing legal information for the Zoning Commission hearing. No public comments were received by Planning staff before this report.

Buffalo Crossing Subdivision was established in 2022 through a Planned Neighborhood Development (PND) zone change process, which also included the annexation of a 33.64-acre parcel located south of Grand Avenue and 60th St West. It is bordered by Trails West Subdivision to the east and Foxtail Village Subdivision to the north, across Grand Avenue.

The approved Mixed Residential PND designated approximately 5 acres as N2, 19 acres as N3, 3.6 acres as NX2, and about 5 acres as open space (P1). PND regulations require either a Mixed Residential or Commercial/mixed-use zoning designation for any arterial street frontage. Zone Change 1011 was approved as part of the PND process, incorporating mixed residential zoning (NX2), N2, and N3 districts, along with the minimum required Public 1 (P1) zoning, which must account for at least 2% of the net area. The PND, subdivision, and annexation were all approved concurrently.

Zoning Commission held a public hearing on April 1, 2025, and received the staff recommendation and testimony from the applicant, Doug Wild. Mr. Wild concurred with staff's recommendation. No other testimony was received. Commissioner Goss asked if the Senate Bill 323 would affect the parcels if the zone change was not approved. Planning Staff clarified that Senate Bill 323 was in place at the state level to allow duplex dwellings on all residential lots, but the applicant would like to conform to local zoning regulations as well. The Commission had no other questions. The Chair closed the public hearing and asked for a motion on the application. Commission member McCall made a motion to recommend approval to the City Council and adoption of the findings of the 10 review criteria. The motion was seconded by Commission Member Gordan and was approved on a 4-0 vote.

ALTERNATIVES

The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1064 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1064; 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:
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.
- Walkable neighborhoods that permit convenient destinations such as neighborhood services, open space, parks, schools and public gathering spaces foster health, goodwill, and social interaction.

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 would enable the sale and development of existing vacant parcels as single-family or two-family dwellings, aligning with the development pattern of the parcels to the north. The current concept plan allows for up to six additional dwelling units, with one additional unit per parcel. 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:

- Establish Development Patterns that Use Land More Efficiently and encourage innovative land-use planning techniques to be used in building higher density and mixed-use developments as well as infill developments.

2) Is the new zoning designed to secure from fire and other dangers?
The new zoning requires minimum setbacks, open and landscaped areas and building separations. The new zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The site will be developed in conformance with Section 27-300 (BMCC) for residential zones as well as landscaping (27-1200). New buildings would be required to meet City Building Codes and Engineering standards as well.

3) Whether the new zoning will promote public health, public safety and general welfare?
Similar to criteria 2, public health and public safety will be promoted by both the existing zoning and the proposed zoning. The proposed N2 zoning would allow the vacant property to be developed with compatible uses to the already approved Buffalo Crossing neighborhood. The site and structure regulations found in Section 27-300 for the N2 zone districts promote the minimum standards to ensure public health and safety and promote general welfare.

4) Will the new zoning facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
Transportation: The proposed zoning should not have any measurable impact on transportation. The impact on traffic will depend on the number of residents and drivers on the site when development occurs. The owner will need to coordinate any changes to the existing traffic analysis done for Buffalo Crossing with the City Engineering Department.
Water and Sewer: The City will provide water and sewer 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. Parks should not be negatively impacted by the proposed zoning. Approval of this zone change should not impact the parkland requirements already in place for the Buffalo Crossing Subdivision.
Fire and Police: The subject property will be served by city public safety services. The Police and Fire Departments had no concerns with the zone change.

5) Will the new zoning provide adequate light and air?
Similar to criteria 2 and 3, the proposed zoning provides for sufficient setbacks to allow for adequate separation between structures and adequate light and air. Any development of the property would follow the requirements of Section 27-300 (BMCC) and other city regulations for development.

6) Will the new zoning affect motorized and non-motorized transportation?
The proposed zoning itself will not have a negative effect on motorized and non-motorized transportation. The

motorized transportation will be entering the development from Grand Avenue and 60th Street West at Buffalo Crossing Drive. As part of the original subdivision development requirements, Buffalo Crossing Drive, along the subject property, has completed the installation of new curb/gutter based on the City of Billings standards and will have sidewalk installed upon completion of residences. 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.

7) Will the new zoning promote compatible urban growth?
The proposed zoning is compatible with the adjacent zoning and existing urban growth proposed for this area. The property to the west is outside the city limits and is agricultural land. The surrounding residential subdivisions are compatible with this proposed zoning. The zoning does promote compatible urban growth.

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 dwellings in an area where this housing choice is limited. The N2 zone is compatible with the surrounding development with the existing development to the north and east. The proposed zoning does consider the character of the district and the suitability of the property for future uses.

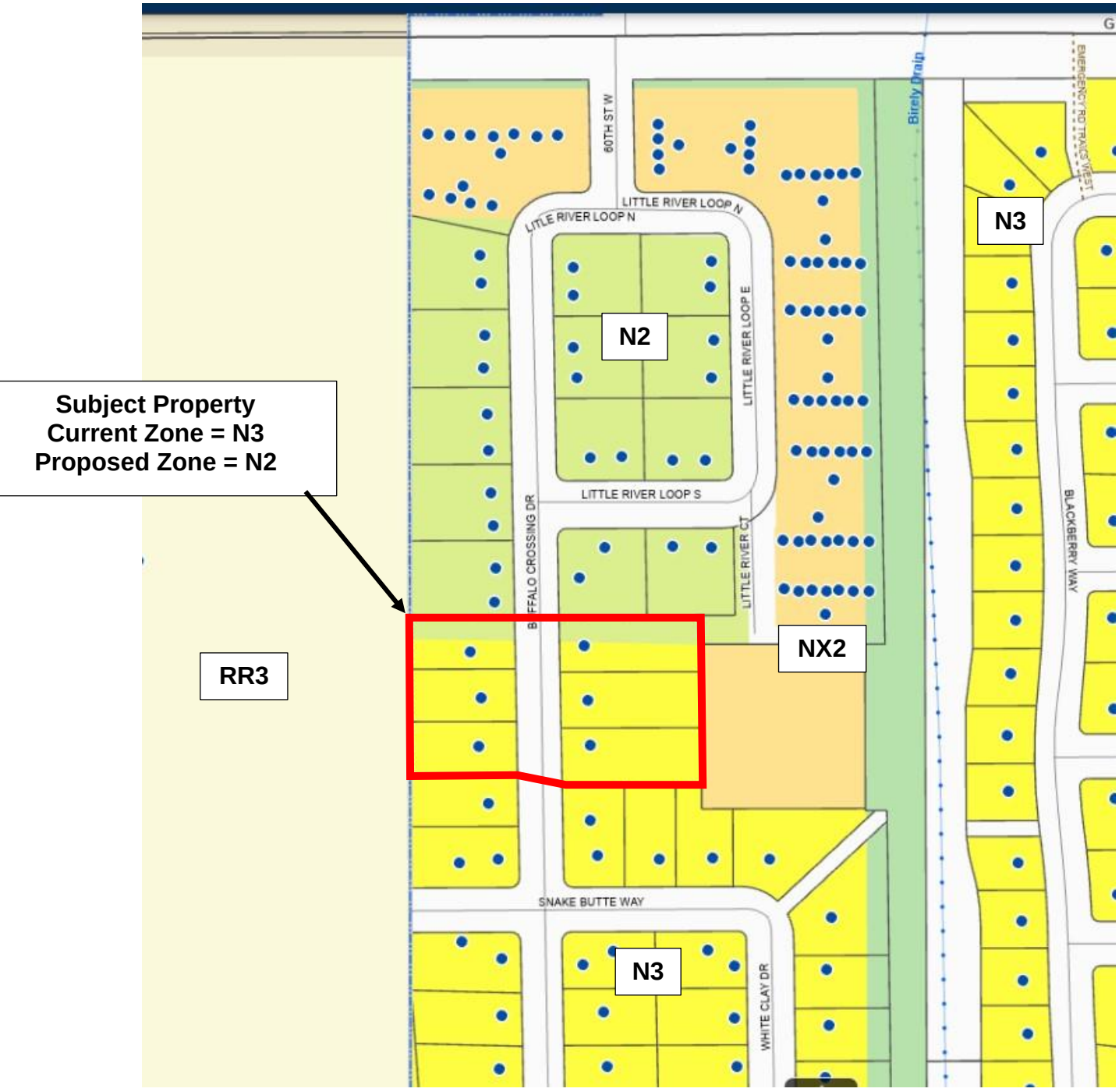
9) Will the new zoning conserve the value of buildings?
The new zoning is not expected to alter the value of any buildings in the area. Any development of the property will need to meet the site development requirements in the zoning code. For the N2 zone, this includes, but is not limited to, building heights, setbacks, and window and door facade coverage. In general, new buildings improve property values in the area. There are several areas close by that also offer a two-unit dwelling. Foxtail Village to the north has 18 duplexes, Grand Peaks to the east has about 22 duplexes, and Signal Peak at 62nd St W and Rimrock Rd has about 77 duplex town homes.

10) Will the new zoning encourage the most appropriate use of land throughout the City of Billings?
The proposed zoning will allow the development of duplexes, townhomes or condominiums (up to 2 units per building). This is an appropriate location for the zoning to density that is compatible with adjacent uses.This also contributes to the neighborhood stability of the area. There are several areas that also offer a two-unit dwelling. Foxtail Village to the north has 18 duplexes, Grand Peaks to the east has about 22 duplexes, and Signal Peak at 62nd St W and Rimrock Rd has about 77 duplex town homes. The proposed zoning and use will encourage the most appropriate use of the parcels.

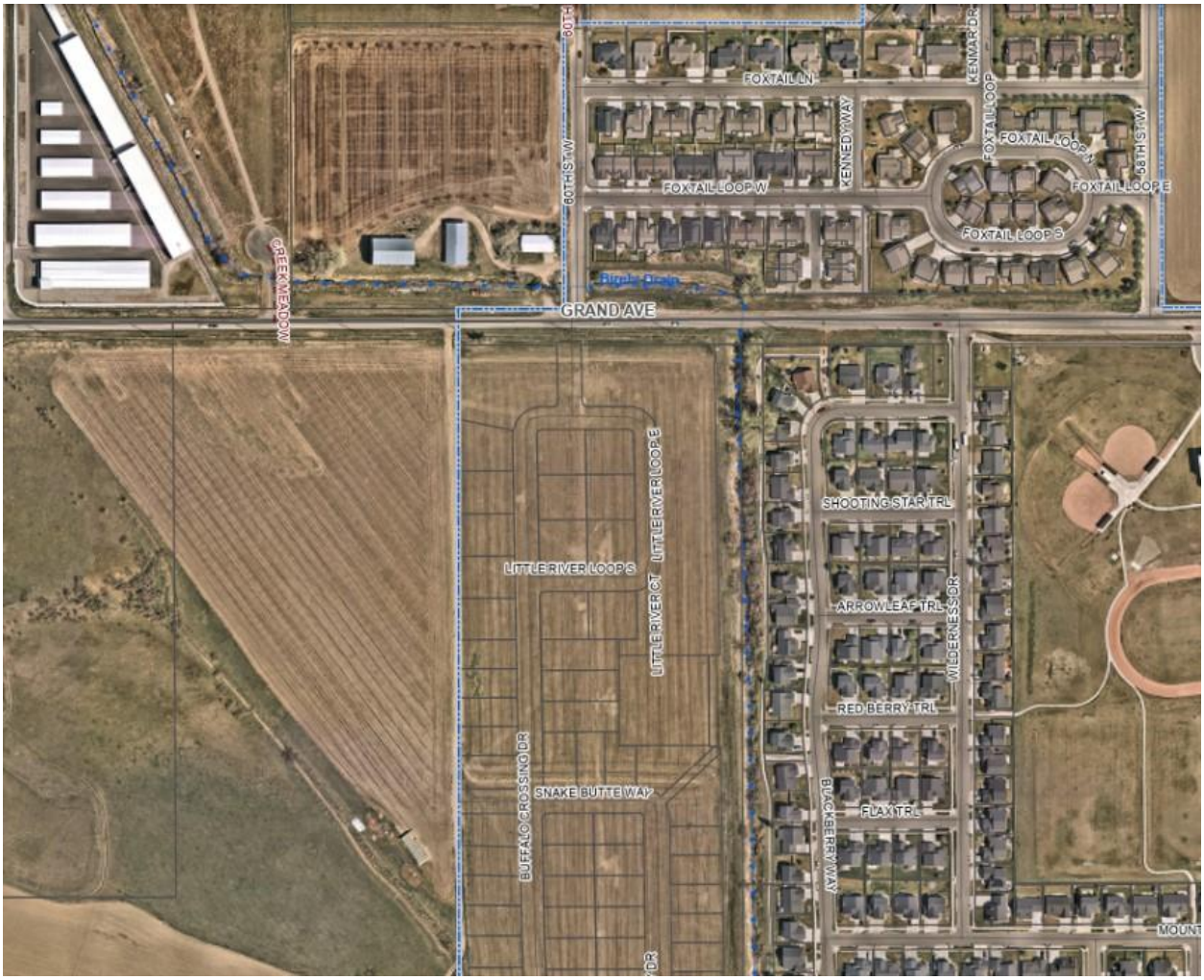
Attachments

Zoning Map & Site Photos
Application & Applicant Letter
Neighborhood Meeting Info.
Site Plan
History
Ordinance

Zoning Map and Site Photos



Subject Property Aerial



Site Photos

Subject Property East side

Subject Property West side

Looking Northeast

Looking Northwest

Looking South

Looking Southeast

DocuSign ID: 6E56B469-03EF-EF11-88F8-0022482B4582

CITY ZONE CHANGE APPLICATION FORM

CITY ZONE CHANGE Billings Zone Change # 1064 Project # PZX 25-00030

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 N3

Proposed Zoning: N2

PARCEL TAX ID# see attached CITY ELECTION WARD Ward IV

Legal Description of Property: Lots 7-9, Block 1 & Lots 4-6, Block 3 of Buffalo Crossing Subdivision

Address or General Location (If unknown, contact City Engineering): Buffalo Crossing Drive/Little River Loop South

Size of Parcel (Area square feet or acres): see attached

Present Land-Use: vacant

Proposed Land-Use: residential

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

Owner(s) Buffalo Crossing, LLC - Doug Wild
(Record Owner)

(Address)

406-670-2242 doug.wild@cdhmontana.com
(Phone Number) (email)

Agent(s): WWC Engineering - Greg Reid
(Name)

(Address)

406-894-2210 greid@wwcengineering.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: Doug Wild Date: 02/19/25
(Record Owner – Digital Signature Allowed)

(1) Whether the new zoning is designed in accordance with the growth policy;

The 2016 City of Billings Growth Policy, states that growth will be managed by "encouraging development within and adjacent to the existing City limits, but preference will be given to areas where City infrastructure exists or can be extended within a fiscally constrained budget and with consideration given to increased tax revenue from development." The proposed zone change would provide additional tax revenue to the city and provide an increase in density of lots within an existing residential development that is currently provided by city services.

(2) Whether the new zoning is designed to secure from fire and other dangers;

The requested zone change of Suburban Neighborhood Residential (N3) to Mid-Century Neighborhood Residential (N2) would not create any dangers within the development. With the zone change, the developer will continue the development of residential properties and provide an option of duplex units to be constructed. There are existing fire hydrants located at the intersection of 60th Street West and Little River Loop North, and Buffalo Crossing Drive and Little River Loop South, and along Buffalo Crossing Drive between Lot 9, Block 1 and Lot 6. Block 3, therefore there are no anticipated dangers of fire protection with the development.

(3) Whether the new zoning will promote public health, public safety and general welfare;

The proposed zone change from N3 to N2 would allow for the developer, or future owner(s), the option to construct a single-family residence or a duplex residence on the property. The developer has installed new infrastructure within the development such as water, sewer, and stormwater retention which includes curb/gutter, sidewalk, and road construction. The improvements have been designed and installed to meet the City of Billings standards.

(4) Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;

The proposed zone change from N3 to N2 may impact transportation surrounding the property. The development of Buffalo Crossing was previously constructed with improvements such as water/sewer/storm utilities and roadway to the property which included curb/gutter. Sidewalks are not constructed on the frontage of the properties, but are to be constructed at the time of construction of a residence on each lot.

The City of Billings will be providing the water service. With an existing main along Buffalo Crossing Drive, there is an immediate access to water service for the development. The property will be served by the sanitary main installed within Buffalo Crossing Drive.

Since the development continues to be residential and may add additional units, the neighborhood schools and parks may be impacted by this zone change. This will depend on the types of individuals that purchase property within the development.

(5) Whether the new zoning will provide adequate light and air;

The development has a stormwater pond that would be considered as open space as well as private parkland that was designated within Buffalo Crossing Subdivision. This zone change may increase the number of

units in the development. As such, the zone change may be expected to have an increase of structures, with open space maintained, resulting in an increase in the impacts to light and air.

(6) Whether the new zoning will effect motorized and nonmotorized transportation;

The proposed zoning will not have a negative effect on motorized and nonmotorized transportation. The motorized transportation will be entering the development from Grand Avenue and 60th Street West to Buffalo Crossing Drive. As part of the original subdivision development requirements, Buffalo Crossing Drive, along the subject property, has completed the installation of new curb/gutter based on the City of Billings standards and will have sidewalk installed upon completion of residences. Those improvements will allow nonmotorized transportation to travel safely adjacent to the property and throughout the development.

(7) Whether the new zoning will promote compatible urban growth;

The proposed zone change will allow the developer, or future owner(s), the option of constructing a single-family residence or a duplex residence in an existing development. The N2 zoning will be a continuation of the existing zoning immediately north of this zone change. The development has satisfied the City of Billings regulations for residential development on the street, sidewalks, water, sewer, and stormwater.

(8) Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses;

The character of the district surrounding the subject property, is a mix of residential and agricultural. The proposed zone change from N3 to N2 would allow the property to stay consistent with the adjacent lots to the north which are zoned N2 and the lots to the south are zoned N3. With completion of Buffalo Crossing Subdivision, the developer was required to comply with the requirements for residential development such as (but not limited to) infrastructure improvements.

(9) Whether the new zoning will conserve the value of buildings; and

Immediately adjacent to the proposed zone change are lots zoned N2 and N3 within Buffalo Crossing Subdivision. As such, this zone change would not be changing the type of residential development that exists within the development

(10) Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.

Given the current demand of residential development within Billings, this proposed zone change would allow the developer to provide additional residential property. The additional residential property would generate a return on investment for the City of Billings with access to existing services to the property. Continued growth of this area as residential property, increases the return on investment of the City with all improvements previously completed in Buffalo Crossing Subdivision, such as water/sewer/storm utilities and roadway improvements.

Identisign ID: 6E56B469-03EF-EF11-88F8-0022482B4582

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: N3

2. Written description of the Zone Change Plan including existing and proposed new zoning:

   change zoning from N3 to N2

3. Legal Description of Property:

   Lots 7-9, Blk 1 & Lots 4-6, Blk 3 of Buffalo Crossing Subdivision

4. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force

   yes, West End Task Forct

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 8th, day of Feb , 2025 .

   2) The zone change application is based on materials presented at the meeting.

Owner (s):
Buffalo Crossing, LLC Telephone: 406-670-2242

Address:

Email: doug.wild@cdhmontana.com

Agent (s):
WWC Engineering Telephone: 406-894-2210

Address: Email: greid@wwcengineering.com

Complete this form and upload to your on-line Zone Change application

Buffalo Crossing LLC Zone Change Pre-Application Neighborhood Meeting Minutes

February 8, 2025 at 10:00 am

Attendance:

Greg Reid – WWC Engineering

See attached sign-in sheet and emails received

The meeting was opened by WWC Engineering (WWC) giving a description of the current zoning and the proposed zoning. WWC also explained the zone change process along with the Zoning and Council meetings that are required for the zone change to be completed.

Two area attended the zone change to ask questions regarding it. Items asked or discussed with these area residents are noted below. Comments or discussion unrelated to zoning of the property were not included within the list below, such as discussion of the size of the duplexes being constructed on the nearby lots.

- What led to this zone change being desired?
  - It was explained that the developer of the property listed and sold all of the potential duplex lots immediately after filing of his final plat. One of the builders that purchased those lots, desires to also purchase the 6 lots that were zoned N3, if they could be rezoned to N2 and allow continued duplex construction.
- It was noted that the continued growth in the area would impact the overall area for traffic as the City's bus system does not go to this area due to lack of density for potential bus stops at this time.
- Discussion was held as to the anticipated timeline of the future phase of Buffalo Crossing Subdivision and its connection with the final phase of Trails West Subdivision.
- The maximum number of stories in N2 was discussed as being limited to 2 stories as opposed to the other nearby zoning NX2, that allows more.

Pre-Application Neighborhood Zone Change Meeting - Buffalo Crossing LLC
February 8, 2025 at 10:00 am

	Name	Address	Phone no.
1	Alexandra Holz	1120 Black Berry Way	406-534-4340
2			
3			
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5			
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8			
9			
10			
11			
12			
13			
14			
15			

Aaron Redland

From: Charley Blom <pastorcharley49@gmail.com>
Sent: Friday, January 31, 2025 11:24 AM
To: Aaron Redland
Subject: Re: Buffalo Crossing Subdivision Meeting

WARNING: This email originated from an external sender. Please use caution when clicking links or opening attachments.

thanks so much aaron

On Fri, Jan 31, 2025 at 10:52 AM Aaron Redland <aredland@wwcengineering.com> wrote:

> Hi Charley,
>
> Attached is a zoomed-out layout with an aerial; the subdivision is west of Trails West.
>
> Let me know if you have any other questions.
>
> Aaron

WWC ENGINEERING
AARON REDLAND | Project Manager
550 S 24th St. W. Ste.201 | Billings, MT 59102
O: 406.894.2210 | D: 406.534.6119 | C: 406.671.5606
www.wwcengineering.com

From: Charley Blom <pastorcharley49@gmail.com>
Sent: Friday, January 31, 2025 9:58 AM
To: Aaron Redland <aredland@wwcengineering.com>
Subject: Buffalo Crossing Subdivision Meeting

WARNING: This email originated from an external sender. Please use caution when clicking links or opening attachments.

Aaron

thanks for the letter informing us of the zoning change for part of thee Buffalo Crossing Subdivision. We may attend, but we need to have the cross streets, to find the Subdivision. On our version of google maps the streets in the subdivision aren't shown.

thanks for your assistance.

Charley Blom

--

Charley Blom

Coaching Pastors for Personal Growth

pastorcharley49@gmail.com

Cell: 530-927-7735

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Charley Blom
Coaching Pastors for Personal Growth
pastorcharley49@gmail.com
Cell: 530-927-7735

Aaron Redland

From: Pam C <mtmom@live.com>
Sent: Saturday, February 1, 2025 12:45 PM
To: Aaron Redland
Subject: Buffalo Crossing, LLC

WARNING: This email originated from an external sender. Please use caution when clicking links or opening attachments.

Thank you for the opportunity let you know that I DO NOT support the proposed zoning change. Trails West neighborhood was told that this neighborhood would be "mixed housing". I do not support allowing for more duplex's vs single family residences. If this is allowed, there is nothing to keep you from soliciting to do the same with remaining phases. It is not what we were told when we "gave support" originally.
Thank you, again.
Pam Christianson

From: Aaron Redland <aredland@wwcengineering.com>
Sent: Friday, January 31, 2025 3:44 PM
To: Pam C <mtmom@live.com>
Subject: RE: Buffalo Crossing, LLC

With the proposed zoning and size of the lots, they would only be allowed to construct duplexes.

WWC ENGINEERING
AARON REDLAND | Project Manager
550 S 24th St. W. Ste.201 | Billings, MT 59102
O: 406.894.2210 | D: 406.534.6119 | C: 406.671.5606
www.wwcengineering.com

From: Pam C <mtmom@live.com>
Sent: Friday, January 31, 2025 1:20 PM
To: Aaron Redland <aredland@wwcengineering.com>
Subject: Re: Buffalo Crossing, LLC

WARNING: This email originated from an external sender. Please use caution when clicking links or opening attachments.

Thank you, Aaron, for the information. So the developer is wanting to change the zoning so that they can build more multi-family housing, correct?

Pam

From: Aaron Redland <aredland@wwcengineering.com>
Sent: Friday, January 31, 2025 11:38 AM
To: Pam C <mtmom@live.com>
Subject: RE: Buffalo Crossing, LLC

Hi Pam,

Buffalo Crossing Subdivision is west of Trails West Subdivision. Below are the definitions of those zones from the Billings Zoning Code.

> *N2: Mid-century neighborhood residential. The N2 district is intended to continue the existing character of the residential neighborhoods with single- and two-family homes developed during the middle of the twentieth century. This district may also be used for new neighborhoods designed with similar characteristics of the mid-century neighborhoods. These characteristics include homes wide on the lot, proportionate garages located in the front façade, low pitched roofs, and doors and windows on the front facades. Building and garage location are specified in the regulations, with basic parameters for front doors and windows.*
>
> *N3: Suburban neighborhood residential. The N3 district is intended for residential neighborhoods primarily with single-family homes. Characteristics include wide lots and attached garages typically located on the front building façade, often greater than thirty-five (35) percent of the façade. Basic setback and height parameters apply.*

N2 zoning allows single-family and duplex units. N3 zoning allows only single family which will be the remaining portion of the subdivision that extends south to Stockman Avenue in the future. The new zoning will need to match the existing zoning of the surrounding properties which are directly to the north; Lot 6, Block 1 and Lots 2 and 3, Block 3. I am also including a link to the Billings Zoning Code as a reference.

https://www.billingsmt.gov/DocumentCenter/View/51192/Chapter_27___ZONING-through-Supp-62-Aug-2023?bidId=

Let me know if you have any other questions.

Aaron

WWC ENGINEERING
AARON REDLAND | Project Manager
550 S 24th St. W. Ste.201 | Billings, MT 59102
O: 406.894.2210 | D: 406.534.6119 | C: 406.671.5606
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From: Pam C <mtmom@live.com>
Sent: Thursday, January 30, 2025 4:48 PM
To: Aaron Redland <aredland@wwcengineering.com>
Subject: Buffalo Crossing, LLC

WARNING: This email originated from an external sender. Please use caution when clicking links or opening attachments.

Good afternoon -
I received a zone change notification regarding this. I presume this is the new build area to the west of the Trails West subdivision? Would you please explain what the meanings are of "suburban neighborhood residential" and "mid-century neighborhood residential"? What would the difference mean to the development? Will there be any single-family residences with either of those? What property directly to the north? The developer's own property or the neighborhood across Grand?

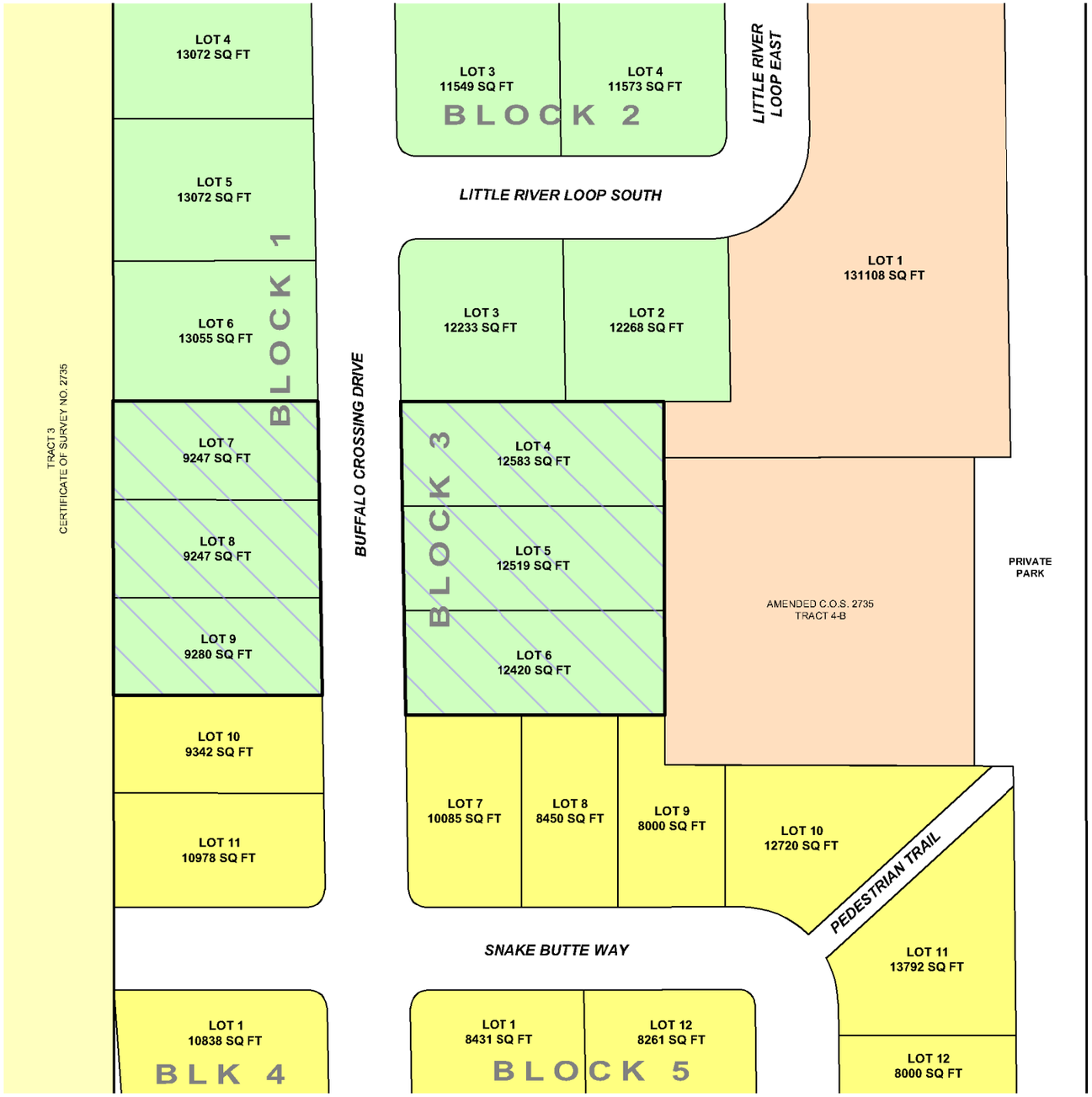
Thank you.

Pam Christianson

F:\Billings\ISLAND DEVELOPMENT\325339 Buffalo Crossing - Duplex Rezone\ISCAD Sheets\325339 Buffalo Crossing Exhibit.dwg Layout#1 1/29/2025 4:26:51 PM

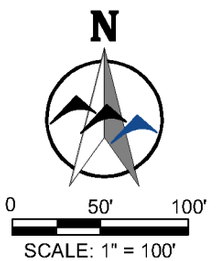
EXHIBIT DRAWING

LOTS 7-9, BLOCK 1 & LOTS 4-6, BLOCK 3
BUFFALO CROSSING SUBDIVISION
CITY OF BILLINGS, MONTANA



LEGEND

- NX2 - MIXED RESIDENTIAL
- N2 - MID-CENTURY NEIGHBORHOOD RESIDENTIAL
- N3 - SUBURBAN NEIGHBORHOOD RESIDENTIAL
- RR3 - RURAL RESIDENTIAL
- PROPOSED N2 - MID-CENTURY NEIGHBORHOOD RESIDENTIAL



DESIGNED BY: AMR
DRAWN BY: AMR
CHECKED BY: GTR
DATE: JAN. 2025

SHEET A

PREPARED FOR
BUFFALO CROSSING, LLC

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

BUFFALO CROSSING ZONE CHANGE
EXHIBIT DRAWING
CITY OF BILLINGS, MONTANA

Zoning History for City ZC 1044 – 5900 Grand Ave – Buffalo Crossing

SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
Buffalo Crossing	City ZC 1011	4/11/22	PND, Subdivision & Annex RR3 to MX2, N2, N3 and Public 1	Y	
	2 Master Site Plans	3/4/25 1 pending	1=18 multi family units 2=56 multi family units	Y Pending	
SURROUNDING PROPERTY	**Zone Change**	**DATE**	**FOR**	**APPROVED (Y/N)**	**ADDITIONAL DATA**
Trails West	City ZC 847	10/14/2008	R96 to R60-R	Yes	Current zone = N3
Foxtail Village	City ZC 729	5/10/2004	A-1 to R70 and R96	Yes	Current zone = N2 and N3
Foxtail Village	City ZC 774	4/10/2006	R96 to R70	Yes	Current zone = N2
Foxtail Village	City ZC 764	8/22/2005	R96 & R70 to R60	No	Withdrawn
5900 Grand Ave	County ZC 620	11/3/2009	A-1 to AS	Yes	Includes Parcels 1-4 of C/S 2735
5900 block Grand Ave	1044	4/8/2024	RR1 to NX2	Y	Appr. w/Annexation

ORDINANCE 25-_____

AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for Lots 4, 5, 6 in Block 3, and 7, 8 & 9, in Block 1 Buffalo Crossing 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. Lots 4, 5, 6 in Block 3, and 7, 8 & 9, in Block 1 Buffalo Crossing Subdivision,** is presently zoned **Suburban Neighborhood Residential (N3),** and is shown on the official zoning map within this zone.

Section 3. **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **Lots 4, 5, 6 in Block 3, and 7, 8 & 9, in Block 1 Buffalo Crossing Subdivision,** is hereby changed from **Suburban Neighborhood Residential (N3),** to **Mid-Century Neighborhood Residential (N2)** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **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 28th day of April, 2025.

PASSED, ADOPTED and APPROVED on second reading this 12th day of May, 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1064-1115, 1116, 1121, 1122, 1126 & 1127 Buffalo Crossing Drive

City Council Regular

Date:	04/28/2025
Title:	Billings Metropolitan Planning Organization - FY25 UPWP Amendment No. 1
Presented by:	Lora Mattox
Department:	Planning & Community Services
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

Staff recommends the City Council forward a recommendation of approval of the Billings Metropolitan Planning Organization's (MPO) FY Unified Planning Work Program (UPWP), Amendment 1, to the Policy Coordinating Committee (PCC). The PCC is scheduled to take final action on the UPWP Amendment TIP at its meeting on May 20, 2025.

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

The Billings Unified Planning Work Program (UPWP) is a planning document that outlines transportation planning activities for the Billings metropolitan area. It is developed by the Billings MPO in coordination with local, state, and federal agencies and approved by the PCC, Montana Department of Transportation (MDT) and Federal Highways Administration (FHWA). The UPWP identifies annual planning tasks, funding sources, and schedules for studies related to roadways, transit, bike/pedestrian infrastructure, and overall transportation system improvements. It ensures compliance with federal transportation planning requirements and supports long-range transportation goals for the region. Periodic amendments are necessary to update projects, funding allocations, and schedules.

The Billings MPO proposes to amend the FY25 Unified Planning Work Program (UPWP) to align with shifting local project priorities. These amendments, outlined in Elements 302 and 700, involve adjustments to both project scope and financial allocations. Initially, the MPO planned to issue a Request for Proposals (RFP) for a bike and scooter share program in 2024-2025. This project was identified based on the recommendations from the 2021 Bike and Scooter Share Feasibility Study. However, in response to changes in City and County interests in the focus of transportation planning, resources will instead be redirected toward a limited economic analysis of the City's Complete Streets Policy. The analysis will focus on the investment benefits and efficiencies of multi-modal improvements. The amendment process will fully adhere to the MPO's Transportation Planning procedures, ensuring ample opportunities for public participation and review.

By conducting this limited economic analysis, the Billings MPO is ensuring that long-range transportation planning in the area of multi-modal planning and projects is strategic, data-driven, and more aligned with recent City and County concerns of the application of multi-modal planning. The idea is that the results will further inform investment decisions, help shape policy development, and optimize resource allocation to continue to build an efficient transportation network accessible for all users.

To facilitate review, the changes in the FY25 UPWP are highlighted in red within the attached document. Additionally, an Amendment Edit Reference Sheet is attached, indicating the page numbers where revisions have been made.

STAKEHOLDERS

The review of the FY25 UPWP Amendment will include the MPO's Transportation Planning Process, which offers several opportunities for public input. On April 10th, the Technical Advisory Committee met and recommended the governing bodies approve the FY25 UPWP Amendment. This recommendation is now being forwarded for their consideration.

- On April 22nd, the Planning Board will hold a public hearing on the Amendment request and make a recommendation to the PCC.
- Additionally, on April 29th, the Yellowstone County Commissioners will review the Amendment request and provide a recommendation to the PCC.
- Final action on the FY25 UPWP Amendment request will come before the PCC during its meeting on May 20th.

ALTERNATIVES

City Council may:

- Recommend approval of the FY25 UPWP Amendment to align with MPO and local objectives, ensuring consistency with transportation planning priorities; or,
- Decline to recommend approval of the FY25 UPWP Amendment. Denial of the amendment would require the MPO to move forward with the Bike/Scooter Share RFP, which staff does not believe is a priority for the local government.

FISCAL EFFECTS

The Bike/Scooter Share RFP was initially allocated a budget of $20,000, while the Complete Streets Progress Report's limited economic analysis also had a budget of $20,000. Under the proposed amendment, funding for the Bike/Scooter Share project would be redirected to support the Progress Report's economic analysis. Additionally, the MPO is reallocating $3,000 in PL contingency funds and $2,000 in local (Planning) funds, adding a total of $5,000. These additional resources will enable staff to enhance the economic analysis. With consultant expertise in economic analysis, the goal is to develop a localized strategy for assessing the financial benefits of transportation infrastructure construction. The total budget for this project is now $45,000.

SUMMARY

The Billings Metropolitan Planning Organization (MPO) is proposing Amendment 1 to the FY25 Unified Planning Work Program (UPWP) to realign project priorities and funding. Originally, $20,000 was allocated for a Bike/Scooter Share RFP, but the amendment redirects these funds to a limited economic analysis of the City's Complete Streets initiatives. An additional $5,000 from contingency and local planning funds increases the total project budget to $45,000, allowing for a more comprehensive investment analysis. This amendment ensures strategic, data-driven transportation planning that aligns with recent City and County interests.

Attachments

UPWP Edits Reference
Draft UPWP Amendment
UPWP Amendment PPT

FY25 UPWP Amendment – Document Change Reference

Page 2 – Updated Table of Contents

Page 3 – Introduction paragraph 1 and 2, updated language to include the amendment information

Page 4 – Will Add Review Approval Dates when Schedule is set

Page 28 – Added a paragraph under Proposed Activities to address amendment to this Element

Page 28 – Removed reference to the Bike/Scooter Share RFP and added additional information to the Complete Streets Progress Report

Page 30 – Updated FY25 Funding Sources Table with updated projects

Page 35 – Updated FY25 Funding Sources showing $3,000 reduction in Un-Programmed funds

Page 36 – Updated FY25 Table 1 Funding Sources per Element

Page 36 – Updated FY25 Table 2 Funding Comparisons

Billings Urban Area

Unified Planning Work Program

(UPWP)

Amendment #1

Federal Fiscal Year

2025

Prepared By:

Billings/Yellowstone County Planning Division
2825 3rd Avenue North, 4th Floor
Billings, Montana 59101

In Cooperation With:

Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration

BILLINGS - YELLOWSTONE COUNTY
MPO
METROPOLITAN PLANNING ORGANIZATION

UNIFIED PLANNING WORK PROGRAM

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INTRODUCTION

The Billings Metropolitan Planning Organization (MPO) is amending the FY25 Unified Planning Work Program (UPWP) to align with shifting local project priorities. These amendments, outlined in Elements 302 and 700, involve adjustments to both project scope and financial allocations. Initially, the MPO planned to issue a Request for Proposals (RFP) for a bike and scooter share program. However, in response to evolving community goals and planning needs, resources will instead be redirected toward a limited economic analysis of the City's Complete Streets initiatives. The amendment process will fully adhere to the MPO's Transportation Planning procedures, ensuring ample opportunities for public participation and review.

By conducting an economic and ROI analysis, the Billings MPO is ensuring that long-range transportation planning is strategic, data-driven, and aligned with community needs. The results will inform investment decisions, shape policy development, and optimize resource allocation to build a more efficient, sustainable, and economically viable transportation network.

The Billings Urban Area planning process is organized and conducted in a cooperative, coordinated, and comprehensive manner. The Yellowstone County Board of Planning, as the designated Metropolitan Planning Organization (MPO), is charged with the responsibility of administering the planning process. Under federal regulations, an MPO must be established for urban areas with populations greater than 50,000 in order to receive federal funds for construction projects and transportation planning. This document, the Billings Urban Area Unified Planning Work Program (UPWP), and a companion document, the Prospectus, is the foundation upon which the planning process is based.

The UPWP is developed each year, and once adopted and approved by FHWA and FTA, is in effect from October 1 to September 30. The UPWP contains a task-by-task discussion of projects which are to be undertaken during the program year. It also contains appropriate funding information, staffing information, and a schedule for each project. The UPWP undergoes a comprehensive review at the local, state, and federal levels each year.

This year, Federal Fiscal Year 2025, the format for work program activities conforms to Federal Transit Administration (FTA) Ch 2 pt 4 of FTA Circular 8100.1D. The Montana Department of Transportation and the Yellowstone County Board of Planning have mutually agreed upon the use of this format.

The UPWP is a detailed description of projects which occur on a routine basis. Once adopted, the document is only amended if there is a change in the planning process. The UPWP also contains information pertaining to the organization of the planning process, agencies involved, and agreements between agencies involved in the process.

Cost overrun guidelines have been established by the Montana Department of Transportation and agreed to by the Yellowstone County Board of Planning. Those guidelines will determine the allowable overruns for any work program element. Overruns that surpass those outlined in the guidelines will require a UPWP amendment.

This document includes two chapters, Highway and Transit. Each chapter contains individual work elements. These work elements describe the work the planning and transit staff will undertake in the program year as well as work accomplished in the past year. Also included is a breakdown of funding sources which include Planning (PL) funds and Local (City & County) funds which are used to provide funding for non-PL eligible activities. Priorities this year include completing the Heights Neighborhood Plan, 21st Street Underpass Safety, Roadway, and Multi-Modal Improvement Study, the development of a Bike Share Request for Proposals, an update of the Complete Streets Progress Report, an update to the Trail App, a Long-Range Transportation Project List Audit and plan modification, and other projects.

IIJA/BIL requires an annual 2.5 percent of an MPO's PL allocation to be set aside for safe and accessible transportation options (SATO). To date, the MPO in FY24 is anticipating an expenditure of $25,900. This included expenditure on the update to the Pedestrian/Bicycle Plan, the West End and Billings Heights Neighborhood Plan. The FY 25 set asides estimated at $20,492. The MPO will program expenditure of the remaining required set-aside in this year's projects. Note: PCC as a governing body has not formally adopted any policy outside the Federal Mandate for Alternative Modes. Any reference to Complete Streets in this document refers to the City of Billings only.

DATES OF LOCAL APPROVAL

FY25 UPWP Amendment 1
TAC – 4/10/25
PLANNING BOARD – 4/22/25
COUNTY COMMISSION – 4/29/25
CITY COUNCIL – 4/28/25
PCC – 5/20/25
MDT- FWHA –

FY25 UPWP
TAC –7/18/24
PLANNING BOARD –8/13/24
COUNTY COMMISSION –8/6/24
CITY COUNCIL –8/12/24
PCC –8/20/24
MDT- FWHA – 9/19/24

CHAPTER I

YELLOWSTONE COUNTY BOARD OF PLANNING

SECTION I UNIFIED PLANNING WORK PROGRAM

100 PROGRAM SUPPORT & ADMINISTRATION

100 PROGRAM ADMINISTRATION

OBJECTIVE

- To administer the area-wide planning process.
- To support the Board of Planning and other Boards, Commissions, and the City Council and County Commissioners in decision-making activities in the planning process.
- To engage in administrative and financial actions related to identified planning activities and to prioritize those activities.
- To enhance staff skills and maintain staff exposure to the "state-of-the-art" in planning practice and computer software.
- To maintain contact with, provide input to, and receive feedback from various local, state and federal agencies, committees and groups during the planning process.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Conformance with federal, state, and local administrative and regulatory requirements, as well as maintenance of planning operations was achieved for FY24.

Members of the planning staff attended various professional meetings, workshops, and conferences at which planning, transportation, transit, bicycle/pedestrian and related topics were presented and discussed.

Specifically, the City-County Planning Division (Planning Division) and members of other local, state and federal departments and agencies actively participated in a diverse set of local meetings, including the Billings Technical Advisory Committee (TAC), Policy Coordinating Committee (PCC), Billings & Yellowstone County Zoning Commissions and Boards of Adjustment, Board of Planning, City Annexation Committee, City Development Process Review Committee, Community Development Board, Public Works (formerly the Traffic Control) Board, Bicycle and Pedestrian Advisory Committee, Historic Preservation Board and others. Staff also participates in meetings with MDT and the other MPO's quarterly to discuss activities and issues. Billings MPO also meets with MDT to discuss project coordination and issues.

Planning staff received updates in computer software programs for the geographic information system and its application to mapping data layers such as streets, land use, address, ownerships and environmental data. This GIS information is vital to provide to consultants for local plan development. Staff regularly utilizes an application tracking and project management software system that integrates the existing City building permit, finance and land management software, as well as coordinated subdivision and development project reviews across City and County departments. This software allows for electronic submittal of building, sign, fence and exempt plats for local review. Staff also reviewed/updated the City Annexation Policy and Limits of Annexation Map and assisted in updates to the

City's Capital Improvement Plan (CIP). Implementation of the City of Billings Complete Streets Policy is ongoing with the continued collection of data to be incorporated into the City of Billings Complete Streets Status Report that is updated and published every three years. Implementation of the Billings Community Transportation Safety Plan will continue with reporting to MDT as required.

Online permitting continues to have a positive impact on development.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

All administrative functions of the Planning Division will be performed under this work element. Program management activities will include, but not be limited to the following:

1. Correspondence
2. Public Relations
3. Employee Guidance, Supervision, and Training
4. Program Organization and Management
5. Consultant Liaison Activities
6. Staff Meetings
7. Negotiations
8. Preparation of Contracts
9. Performance Monitoring
10. Office Equipment Acquisition
11. Budget Management and Administration

Federal regulations require that performance measures and goals be established to monitor the performance of the region's transportation system.

The MPO will work with federal, state and local agencies to improve current performance tracking methods. Performance measures will be tracked on the MPO website and regular reporting will be provided to the Transportation Policy Coordinating Committee, MPO committees and the general public depending on the availability of related data.

With the refilling of the Planner 1 positions, senior staff has had the ability to undertake a few neighborhood planning efforts this last year and will continue in this next year with the initiation of the update to the Growth Policy, and land use plan for the newly opened Skyway Drive area. These projects have been identified with local funding.

PL Eligible Activities

- As per the MPO's public participation plan and ongoing public outreach efforts, the planning staff will make available the documents and guidelines for transportation planning activities to the community, as well as keep abreast of federal and state requirements as they relate to the overall planning processes. These activities may include distribution of the Billings Area Bikeway and Trail Master Plan (soon to be the Billings Area Pedestrian and Bicycle Master Plan) to community organizations or individuals, distribution of the current Billings Area Tour Map for bicycle and pedestrian users and visitors, distribution and explanation of the latest Billings Urbanized Area Traffic Count Map and Bicycle Count Map, explanation and distribution of the MPO's public participation plan to groups involved or interested in transportation planning processes in the community, and explanation and information dissemination of the TA or other grant programs to possible project applicants in the community.
- Staff will monitor the PL & Memorandum of Agreement as necessary to meet the requirements of the IIJA or any new legislation they may be approved in the upcoming fiscal year.

- Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation (MDT) in order to maintain federal funding support.
- The FY 2025 UPWP will be continually appraised and monitored in terms of content and budget allocations and will be revised when deemed necessary.
- The Fiscal Year 2026 UPWP will be developed under this work element.
- The Board of Planning, Board of County Commissioners and City Council will be kept informed of the activities of the staff and their progress in completing the approved UPWP.
- All planning staff will participate in recognized and approved training programs in order to improve staff skills and capabilities. Planning expertise will be maintained through enrollment in appropriate planning and transportation-related courses at area colleges, workshops, seminars, webinars and conferences.
- Staff will adapt software programs to effectively utilize traffic data and continue computer-training programs.
- The use of PL funds for out-of-state travel and/or registration fees for the above or other purposes will continue to be subject to prior approval of MDT.
- The MPO TA Program administration will be funded through this work element.
- The Infrastructure Investment and Jobs Act (IIJA) will be reviewed so staff may become familiar with changes affecting the metropolitan planning process.
- Transportation Planning Intern, to mainly assist in Active Transportation duties including provide information to the Public Works Board, Bicycle and Pedestrian Advisory Committee and others. Data collection as it pertains to Active Transportation
- Planning activities pertaining to Bicycle-Pedestrian in this work element will include:
  - Work field inspections, handle complaints and investigate problem areas of the Bike/Pedestrian system.
  - Presentations as needed.

Locally Funded Activities

- General administrative activities will include maintenance of files, library documents, daily correspondence and preparation of necessary periodic reports.
- Interagency committee participation is included in this work element.
- All staff members will continue to participate in and encourage increased cooperation between state and local agencies, departments and governing bodies.
- The Planning Division will serve both as a coordinator of and a participant in meetings and committees.
- Planning Division involvement will include participation with such agencies as the Housing Authority, Big Sky Economic Development (BSED), Air Pollution Control Board, RiverStone Health (City-County Health Department), Healthy by Design, legislative study committees, and other agencies.
- Staff will continue to implement long-term document storage through virtual servers and cloud storage platforms.

STAFFING

24.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

The Planning Division will be responsible for administering the area-wide planning process for the City and County.

PRODUCT

- An ongoing administrative program focused primarily on effective and expeditious implementation of this UPWP.

- The continual enhancement of the Planning Division staff skills and knowledge.
- Maintenance of a coordinated, comprehensive, and cooperative planning process that is endorsed and supported by the local community.
- The development of the FY26 UPWP.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$280,500	$229,500	$510,000
TOTAL	$280,500	$229,500	$510,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	55	45	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$295,900	$242,100	$538,000
TOTAL	$295,900	$242,100	$538,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** Record Keeping via virtual servers and cloud storage, scanning - $8,000, Transportation Planning Intern $10,000.

101 SERVICE

OBJECTIVE

- To coordinate the dissemination of information and exchange of ideas between planning agencies and the interested public, decision-makers, and other departments, agencies, and organizations related to the Billings MPO.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Members of the planning staff were involved in a wide range of service tasks. Planning services included presentations related to roadways and alternative transportation, responding to citizen inquiry and complaints regarding streets, subdivision layout, site distance, zoning request, conformance with the 2024 Transportation Plan and the Billings Area Bikeway and Trails Master Plan, City of Billings 2016 Growth Policy, the Lockwood Growth Policy and various neighborhood and community plans.

Staff presented transportation planning information to its organization and agency partners as needed for educational and decision-making purposes. Planning staff also shared information with the community and stakeholders throughout the development of several planning efforts.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- Staff is targeting webinars which educate staff and public on the transportation planning process and funding as related to the operation of the MPO.
- The Planner I position will also be working within this element. These positions will provide transportation and related planning information to the general public and interested organizations.
- Planning Division and Transportation Planning staff continually look at ways to disseminate and provide information on transportation activities, social media posts addressing transportation safety, and upcoming events.

Locally Funded Activities

- Staff will continue to develop and use website tools to enable citizens to access information on upcoming planning activities, board and commission meetings, and recent land use applications, as well as interact with various planning processes through email notification and online comment programs. Staff will look at implementing citizen access to the Questys System software for access to historical data related to transportation, zoning and other planning applications.
- Continue increasing community and agency awareness of the interrelationships between land use development and transportation needs through dissemination of information and drafting of planning documents that incorporate both elements together.

STAFFING

4 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

As Assigned.

PRODUCT

- A responsive and flexible planning process utilizing staff capable of providing short-term findings and recommendations, as well as ongoing customer service to the public on all levels of planning projects and regulations.
- Provide transportation-related webinars to staff, local officials and general public to educate on current transportation issues.
- In addition to the transportation specific webinars, staff also provide general planning webinars that are advertised to all city staff, local officials and the general public. These webinars are scheduled routinely and can include up to 3 webinars a month. Participation anticipated at these webinars is 5-10 person per viewing. This number can fluctuate depending on the topic. Staff participation is approximately 3-5 per viewing contingent on scheduling.

FUNDING SCHEDULE - SERVICE

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$32,000	$32,000	$64,000
TOTAL	$32,000	$32,000	$64,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$32,500	$32,500	$65,000
TOTAL	$32,500	$32,500	$65,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

102 CITIZEN INVOLVEMENT

OBJECTIVE

- To solicit information concerning community values and goals and to receive community input into the development of plans and projects.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Numerous meetings with service clubs, civic groups, and professional organizations were attended by staff members to discuss all facets of local planning. The Planning Board used extensive public input to review and receive comments on a wide range of planning issues throughout the City and County. Meetings of neighborhood task force organizations and neighborhood advisory committees were also attended as requested to answer questions and review long-range planning issues, particularly related to transportation planning and projects, as well as code enforcement complaints. Projects specifically related to citizens and citizen boards included the update to the 2016 Pedestrian/Bicycle Master Plan and the final development of the Phase II Safe Routes to School Plan.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- Outreach to the public and all affected jurisdictions for ongoing transportation projects, including but not limited to several MDT planning and construction projects such as the North Billings Bypass, 1st Avenue North reconstruction, 6th Street Underpass project and several MPO projects. The MPO has several projects that will be completed and initiated this upcoming year including the completion of the update to the 2016 Bike/Ped plan as well as the new transportation planning studies identified in this UPWP.
- The staff will continue to support the Bicycle and Pedestrian Advisory Committee. The Committee is responsible for forwarding recommendations to the Planning Board and governing bodies on bicycle safety, bike lanes, pedestrian safety and access, and other matters. The group will be involved in the nomination and review of TA Program eligible projects, bicycle and pedestrian signing and safety projects, grant applications for non-motorized transportation projects, and community education and outreach on bicycle and pedestrian safety within the MPO.
- The MPO has several planning efforts this year and next, as part of its continuous efforts to engage the public in these transportation planning efforts, staff will be actively engaged with the City of Billings Public Information Officer (PIO) to push information and public participation opportunities to the community.
- TAC and PCC meetings will be held, and meeting information disseminated as necessary.
- Staff will continue to update and maintain the MPO's website to provide the most current up to date information to the community.
- Staff will utilize web-based GIS and web mapping software for assistance in transportation planning.
- Some of the specific projects that will involve community participation include the completion of the update to the Bike and Ped Plan, an update to the Complete Street Progress Report, a Bike/Scooter Share RFP, and other transportation planning elements identified in Work Element 302. These projects will include extensive public participation and solicitation.

Locally Funded Activities

- Meetings with various citizen groups will be coordinated and attended for the purpose of soliciting information and ideas on a broad range of planning issues within the Billings Urban Area and throughout Yellowstone County.

- Community participation using new tools and techniques will also be included in all planning studies proposed within this document.
- Staff will utilize web-based GIS and Web mapping software for assistance in land-use planning.

STAFFING

6.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- A comprehensive and coordinated solicitation and collection of public opinions in order to accurately reflect the preferences and priorities of the citizens within the Billings Urban Area.
- An enhanced integrated web-based public participation software that includes MPO and general planning projects and procedures and other pertinent information.

FUNDING SCHEDULE - CITIZEN INVOLVEMENT

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$50,000	$50,000	$100,000
TOTAL	$50,000	$50,000	$100,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$51,000	$51,000	$102,000
TOTAL	$51,000	$51,000	$102,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

200 GENERAL DEVELOPMENT & COMPREHENSIVE PLANNING

200 Community Planning

OBJECTIVE

- To maintain records and make projections of population and dwelling unit data, land use information, employment data, and to maintain adequate financial records, files and reports.
- To provide current, accurate information pertaining to the quantity of residential, commercial, industrial, and public land in the MPO and across the County.
- To summarize and analyze development trends and to provide visual information to the City Council, County Commission, Planning Board and the public during the public input process for transportation and land-use decision making.
- To recommend implementation of the goals, policies, and strategies of the adopted 2016 City of Billings and Lockwood Growth Policies.
- Implementation of Long-Range Transportation Plan and Planning Studies.
- The current ten planning factors have been reviewed and incorporated in this UPWP. The factors are:

    1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
    2) Increase the safety of the transportation system for motorized and non-motorized users.
    3) Increase the security of the transportation system for motorized and non-motorized users.
    4) Increase the accessibility and mobility of people and for freight.
    5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing and economic development patterns.
    6) Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
    7) Promote efficient system management and operation.
    8) Emphasize the preservation of the existing transportation system.
    9) Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
    10) Enhance travel and tourism.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Staff reviewed and analyzed the most current release of the 2020 Census and American Community Survey (ACS) data. Current ACS data is updated and placed in various databases as it has become available. Data gathered and updated included annual information related to population estimates for city and counties within the State of Montana. This annual information is used by the public and public agencies for planning purposes. The ACS is accessed for review and dissemination, and updated information released by the US Census Bureau in regard to commuting patterns. Other data gathered includes:

- Building Permits, Demolition Permits, Electrical Permits, Subdivision Applications, Zoning Applications, Special Reviews, Variances, temporary use permits, sign permits, zoning compliance permits and zoning clarification documents, annexation data, population trends, land use trends, school enrollment, employment data and general economic indicators.

The planning staff continues to review the most current ACS data and information from the 2020 Census data and estimates for population and demographic data. Census information is made available to various local agencies and organizations and to the general public. The data is used for developing reports, grant applications and planning documents such as Transportation and Land Use Plans and for projects like the Recreational Trails Program Grant and other grants as needed.

The City-County Planning Division, on behalf of the Billings MPO, is responsible for preparing a City of Billings Complete streets (excluding Yellowstone County) Progress Report every three years. This direction was outlined in the City of Billings Complete streets (excluding Yellowstone County) Policy: "The City will periodically collect, review and report performance data and benchmark measurements to demonstrate the effectiveness of the policy." This effort was completed with the first-ever City of Billings Complete streets (excluding Yellowstone County) Benchmark Report prepared in 2013. The Report is updated on a 3-year cycle with the most current update occurring in 2020. This Progress Report includes comparison of various data sets related to motorized and non-motorized transportation.

Zoning data developed in element 204 for the entire City and County zoning jurisdictions was provided to neighborhood task force groups and others as requested.

Numerous other special purpose maps were prepared for meeting purposes including bicycle trail maps, annexation maps, estimated development density maps and tables for the Limits of Annexation Map area, and other project influence areas. Natural resources, 2020 Census, and jurisdictional boundary information was updated or developed. Traffic count station locations were geo-positioned and linked with the City-County traffic count matrix. The City also upgraded its internal mapping system with an ArcGIS product that makes access to the most current property data and aerial photography better and easier for staff when researching existing conditions of transportation corridors and adjacent property. The new system provides a robust City GIS base map for use in application reviews, transportation planning efforts, and general customer inquiries. Ongoing review and implementation of sub-area neighborhood and transportation plans, and other planning documents was carried out by staff.

While not a part of PL funds, the City of Billings was awarded a Safe Streets for All (SS4A) grant from the US DOT. The Active Transportation Planner anticipates dedicating a significant amount of time to managing this grant, including coordinating a public education campaign about Safe Routes to School and helping to provide management for the implementation of Safe Routes to School projects.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- The MPO is proposing adding an additional employee this year to the PL formula. In 2008, the recession forced the Planning Division to reorganize staffing and eliminated the Long Range/Neighborhood Planner position. Based on community and City Council goals, this position is needed to complete numerous neighborhood, subarea, and long range plans. The funding structure is set at a 30-70 split, with 30 percent of the budget provided by the PL and the remaining 70 percent covered by local funding. This collaborative funding approach ensures that the Neighborhood Planner is well-resourced to address local needs while aligning with broader planning objectives. The Neighborhood Planner will play a crucial role in the MPO's transportation planning activities, including:
  - Community Engagement.
  - Data Collection and Analysis.
  - Assistance with the development of Transportation Plans.

- The web-based GIS software is compatible with available datasets and utilizes the existing data sets more effectively. The GIS software will be utilized to develop a series of maps, including existing and proposed pedestrian trail routes and projects in the community, maps to implement the Long-Range Transportation Plan, updates to a preferred growth area map in conjunction with the City's Limits of Annexation Map, mapping of focus areas for implementation of the City's Infill Development Policy, and others. This ability of the GIS program allows for anticipating and planning for the transportation network in areas of annexation and infill. This will assist in the implementation of our LRTP and project planning for future plans and studies.
- The planning staff, under the direction of the Board of Planning, will continue to work on long-range planning projects according to the priorities established by both the City of Billings and Yellowstone County. In particular, the continuing implementation of the 2024 Long Range Transportation Plan Update, and the update to the 2017 Bikeway and Trails Master Plan.

Work related to Bicycle-Pedestrian activities in this work element will include:

- Work with staff to ensure a bike/pedestrian friendly community.
- Review of proposed subdivisions for non-motorized transportation connectivity.

Locally Funded Activities

- Senior staff will be undertaking development of a variety of long-range land use plans this upcoming year that all will include significant public involvement and engagement including as mentioned earlier.
- The Planner I's will continue to undertake the review of:
  - Zoning applications. The development and adoption of Project Re:Code now ties land uses and land patterns to the road and street network.
  - Site development plans to address clear vision and controlled and shared access points.
  - Site development plans address newly implemented build to zones which prevent traffic flow in front of buildings.
  - Site orientations that allow for internal traffic and other services, for example, drive through locations.
- Staff also will continue to work with the Big Sky Economic Development (BSED) to implement the Master Plan for the East Billings Urban Renewal District (EBURD), the Hospitality Corridor Planning Study, the Exposition Gateway Concept Plan and the South Billings Boulevard Urban Renewal District (SBBURD) Master Plan. The plans include detailed analysis of the transportation and land use connections in the area and promote sustainable development projects.
- Staff plans to work with the City, County, BSED, and neighborhood groups to identify planning needs in various parts of the urbanized area.
- Continued maintenance and update of socio-economic and land use data for both transportation and comprehensive planning activities will continue in 2025, with 2020 Decennial Census data and the 2022 American Community Survey data.
- Various GIS databases and layers will continue to be developed and centrally maintained, including information on neighborhoods, community assets, route planning, trail systems and transportation plans.
- The new web-based system tracking and managing projects will include application information on zoning and subdivision applications.
- Neighborhood planning activities will be initiated to identify local issues and strategies to assist neighborhood groups and organizations with neighborhood sustainability, equity, and safety.

STAFFING

29 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Various reports, files, and projections of socio-economic data necessary for current transportation and comprehensive planning activities, as well as support of City/County economic development activities.
- An ongoing GIS database/mapping system for the City of Billings and Yellowstone County.
- Ongoing updates to the preferred growth areas mapping and analysis for the City, implementation of the City Infill Development Policy, SBURD Master Plan, the 2024 Long Range Transportation Plan Update, 2018 Public Participation Plan, the Downtown Area Traffic Circulation and Safety Study, Wayfinding Sign Plan, and the Heritage Trail Tour Map and App.

FUNDING SCHEDULE - COMMUNITY PLANNING

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$105,000	$245,000	$350,000
TOTAL	$105,000	$245,000	$350,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$104,400	$243,600	$348,000
TOTAL	$104,400	$243,600	$348,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

204 ZONING ADMINISTRATION

OBJECTIVE

- To oversee, interpret and enforce current City and County zoning regulations.
- To effectively administer the regulations and provide efficient service to the elected officials and the public.
- To maintain current zoning and land use information for all zoned property within the jurisdiction of the Billings Metropolitan Planning Organization to use in long-range transportation planning studies, traffic analysis, and transportation projects.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Staff continues to see robust applications for zone changes, special reviews, variances, and planned developments. Reports and recommendations were prepared on each case to the various boards, commissions, and governing bodies. Digital photos are now incorporated into all zoning reports and Microsoft Power Point presentations are given to all boards and commissions. Staff is in the process of ongoing scanning of historic zoning files in preparation of future citizen access through a new archiving system software. All applications for building permits were also reviewed for compliance with City and County zoning regulations. Special zoning studies and ordinance updates were prepared as requested by the governing bodies. These included making a series of zoning code amendments to bring the regulations into compliance with changes in State Law and changes driven by community interests.

Staff coordinated with the County GIS Department to ensure that all zone changes within the Billings MPO area were reflected on GIS online and printed maps to ensure land use information was current.

A significant amount of time was also spent assisting the public with general zoning questions. The status of all active zoning applications is now posted on the City/County Planning websites.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- Zoning, Special Review, and Variance applications will be reviewed for land use compatibility, traffic, access, and overall site design.
- Staff will continue to maintain its zoning maps and land use information so that it is applicable to long-range transportation planning efforts in the Billings MPO. This information is regularly applied to a variety of MPO functions, including corridor analysis efforts like those involved in the Billings Bypass project, specific road projects, TA program applications and non-motorized grant applications.
- Staff will continue implementing the Zoning Code. Staff continues to review and trouble-shooting inconsistencies or inaccuracies in the code with the intent to make any needed amendments within the next 2-years. As stated earlier, the Zoning Code places a higher emphasis on the transportation system, including road classification; safety and connectivity is vital to how the adjacent land uses for residential and commercial development are built. The road system emphasizes location and setting of any structures.
- The Planner I's allow senior staff to take a more active role in long range planning. It is anticipated that the Planner I's will undertake the review of:
  - Zoning applications. Project Re:Code now ties land uses and land patterns to the road and street network.
  - Site development plans to address clear vision and controlled and shared access points.

- Site development plans to address newly implemented build to zones which prevent traffic flow in front of buildings.
- Site orientations that allow for internal traffic and other services, for example, drive through locations.

Locally Funded Activities

- Carrying out the day-to-day activities required to effectively administer the zoning regulations as well as ensure that land use information is current and available for all long-range transportation planning efforts, including Transportation Plan updates, specific road projects, corridor studies and the North Bypass project.
- Activity in 2025 will include ordinance updates as required by State law or requested by the public or governing bodies.
- All zone change applications will be reviewed for compliance with local plans.
- Staff will continue the update to Zoning Code based on fulfilling policy goals set by the local governing body including Growth Policy, Neighborhood Plans, and by increasing safe and accessible transportation planning options Streets and Infill Policies.

STAFFING

13.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Effective zoning regulations and administration for the City of Billings and Yellowstone County. Effective enforcement of the zoning regulations for Yellowstone County.
- Online submittal capability for certain zoning permits, i.e., sign and fence will increase efficiency and convenience for applicants.

FUNDING SCHEDULE - ZONING ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$42,400	$169,600	$212,000
TOTAL	$42,400	$169,600	$212,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	20	80	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$42,000	$168,000	$210,000
TOTAL	$42,400	$168,000	$210,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

205 SUBDIVISION ADMINISTRATION

OBJECTIVE

- To maintain the current City and County subdivision regulations and ensure that they are updated when changes in State law occur.
- To effectively administer the regulations and provide efficient service to developers, engineers and surveyors, elected officials, and the community.
- To ensure that development is occurring with minimal negative impacts to the community and that subdivisions are designed to be safe and long lasting in the community.
- To evaluate traffic accessibility studies, general circulation data, and ensure conformity with the Functional Classification Map and associated elements of the Long-Range Transportation Plan when a subdivision application is submitted.
- To collect, manage, and apply subdivision development information for long-range transportation planning activities for the MPO – including but not limited to updates to the transportation plan and maintenance of inputs for traffic modeling.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The Board of Planning and the planning staff reviewed all preliminary major and minor plat applications. Numerous conceptual and pre-application meetings were coordinated and attended by staff. All final plats were reviewed and processed. Also, a significant amount of time was spent assisting the public with general subdivision questions. Updates to the City and County Subdivision Regulations due to legislative changes were drafted and approved.

Staff collected and compiled information on the details of each new subdivision, such as the of numbers of lots and land area slated for development. This information is integral to any transportation plan updates or long-range transportation planning efforts undertaken by the MPO in the community to determine population growth and location of residents and commercial services that affect the transportation system. This involved monthly subdivision activity reporting and periodic reviews of new development locations. This is also considered in relation to the TA program and when the MPO pursues grants for non-motorized transportation projects in the community.

The MPO continues to implement and enforce the Suburban Subdivision Regulations that require property currently outside the city limits but within the County Zoning Jurisdiction that may be annexed in the future to develop at city standards for infrastructure such as sidewalk, storm water management and future utility access. This procedure has been a positive to residential development on the city fringe areas and contributes to the development of safe and accessible transportation options.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- Staff will review all subdivisions for compliance with the Billings Area Long Range Transportation Plan, and for conformity with the Billings Area Bikeway and Trails Master Plan, Lockwood Transportation Plan, Blue Creek Transportation Plan, and other neighborhood and community transportation plans as applicable.
- Staff also will continue to collect information on the details of each new subdivision as an integral data source for long-range transportation planning efforts undertaken by the MPO. The MPO expects to use this data in

2025 for a variety of projects, including the implementation of the Long-Range Transportation Plan, the Bike/Ped Plan and continued analysis for the North Bypass.

- In the last couple years with the addition of the new Planner I to the UPWP, the Division has additional assistance in reviewing subdivision applications for compliance with the various transportation and planning documents overseeing land use within the MPO and Planning jurisdictional area.

Locally Funded Activities

- All subdivision applications will be reviewed for compliance with local and state subdivision law.
- Staff will continue to carry out the day-to-day activities required to effectively administer the subdivision regulations, and to keep the regulations current.
- Continued implementation of the Suburban Subdivision Regulations within the County Zoning Jurisdiction area.

STAFFING

15 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- An effective subdivision review process regarding local and state law, the Growth Policy, and the Billings Area Transportation Plan.
- Accurately identified and reviewed the street segments proposed in the new subdivision to ensure their alignment with the designated road functional classifications as outlined in the 2023 Transportation Plan Functional Classification Map. This involved a thorough analysis to verify that each street segment meets the specific criteria and standards set forth in the plan, ensuring consistency with the broader transportation network and supporting the intended flow of traffic. The review process included cross-referencing proposed street layouts with the functional classification map, assessing potential impacts on traffic patterns, and confirming that the street segments will contribute to an efficient and well-coordinated transportation system within the subdivision and its connection to existing infrastructure.

FUNDING SCHEDULE - SUBDIVISION ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$64,500	$150,500	$215,000
TOTAL	$64,500	$150,500	$215,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$63,900	$149,100	$213,000
TOTAL	$63,900	$149,100	$213,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

300 LONG RANGE TRANSPORTATION PLANNING

300 TRANSPORTATION SYSTEM DATA

OBJECTIVE

- To develop and maintain current transportation system data files and records.
- To provide transportation planning and data information to City and County staff, elected officials, developers, engineering firms, and the general public.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The traffic, trail and bike lane count programs for FY 2024 was completed. Travel times/delay/speed studies were completed, calculations computed, and level-of-service values determined. This data was used for various planning and engineering projects throughout the year. In addition, the public commonly requests this data for land use planning.

Staff participated in the update of the City of Billings Capital Improvement Plan (CIP). Crash information was compiled and analyzed. Crash data is also used in many of the planning studies undertaken by the MPO. The staff also continued to utilize the trail scanners that were purchased and found new and better ways to both use the scanners in more trail locations in the community and display the data for various applications. A couple of years ago, the MPO also took over collection and distribution of the data from the Lockwood sidewalk counters purchased through the Lockwood Pedestrian Safety District.

The transportation data was also utilized for completion of the Billings Bypass Corridor Study, Safe Routes to School Plan Update, the 2023 LRTP Update and the Community Transportation Safety Plan (CTSP).

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- The traffic count program for the Billings Urban Area as well as the Yellowstone County influence area will be conducted and the appropriate data recorded during FY2025. All traffic count data will be submitted to the MDT by February 1, 2025.
- Staff will update, where appropriate, the City's Capital Improvement Program.
- Continue with the contract position with City Engineering to continue traffic and trail counts.
- Staff will collect and maintain bike/pedestrian information through the trail census and use of the trail-bike/pedestrian scanners. The information from the bike/pedestrian counts links directly to the development of the LRTP and the MPO's non-motorized planning studies. These counts also contribute to other planning projects such as the City of Billings Complete Streets Progress Report. This activity is in conjunction with MPO region wide planning.
- The traffic count data archive will be maintained and accessible for other agencies and the public.
- Data will also be used during proposed FY25 Planning Studies.
- The Bicycle-Pedestrian activities will continue. Duties will include but not limited to:
  - Maintain Bike/pedestrian data bases in conjunction with MPO region wide planning purposes.
  - Maintain data base for easement acquisition.
  - Transportation Planning Intern will assist in the above-mentioned duties for the Active Transportation Planner.

STAFFING

13.5 Staff Months – City/County Planning
11.0 Staff Months - City Engineering (Contract Position)

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning/MDT

PRODUCT

- Documentation as necessary, support of transportation grant programs, transportation system modeling, updated Traffic Count Program, and research and integration of traffic information into planning projects and development review activities.
- Current traffic count data. Traffic counts are vital for any long-range planning efforts and during development of commercial and residential projects. Traffic counts also directly relate to the development of projects in the LRTP and ultimately for programming in the TIP.
- Current bike/pedestrian counts. MPO uses these counts for the development of the non-motorized network. This information is used for the development of the Bikeway and Trails Master Plan (being updated as the Billings Area Pedestrian and Bicycle Master Plan) as well as for applications for various grants.
- To comply with Federal Guidelines for reporting Performance Measures under the BUILD Grant, the MPO will contract to develop the following performance measure components: Crash rates by type and severity, average daily traffic, and bike and pedestrian count/trips. This information is required at various time frames including a baseline, year 1, year 2, and final report in year 3.
- The City of Billings is developing a Transportation Master Plan to evaluate the existing road network and various transportation elements. The Metropolitan Planning Organization (MPO) proposes using PL funding for travel demand modeling to analyze proposed roadway improvements or scenario planning. This modeling will help assess how the proposed roadways would function and their overall impact on the transportation network. The MPO has previously contracted with Kittelson & Associates for modeling assistance with transportation planning projects as needed.
-

FUNDING SCHEDULE - TRANSPORTATION SYSTEM DATA

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$175,000	$0	$175,000**
TOTAL	$175,000	$0	$175,000**

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$190,000	$0	$190,000**
TOTAL	$190,000	$0	$190,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%. **This Includes - $12,500 for Traffic Counters, $500 for a Traffic Tech tablet, $75,000 for Maintenance of the Billings MPO Travel Demand Model.

301 TRANSPORTATION PLAN

OBJECTIVE

- Implement the Goals and Objectives in the Billings Long Range Transportation Plan.
- Develop (where necessary) and maintain data for the urban area in order to effectively monitor and evaluate the validity of the Transportation Plan.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Staff implemented the 2023 Long Range Transportation Plan. Elements in the Plan include Goals and Objectives, a Transit section, an analysis of the railroad interface with the community, and a review of current projects listed in the Plan.

Staff has actively been participating in the update to the Billings West End Plan. This plan, completed in 2013, created a land use plan for a rapidly growing area. With the grant funds, plus PL funds for a transportation element, this plan can be updated to look at today's current land use and the community desire for this continuing growing area of the MPO. In addition to the West Billings Plan, the Planning Division is also updating the Heights Neighborhood Plan that also contains a separate PL funded transportation element. Also, with the changes in the land use section of the Montana Code during this last Legislative session, the Billings City Council allocated funding to update the 2016 Billings Growth Policy. Finally, with the construction of Skyway Drive (Inner Belt Loop), the Division will be undertaking a joint project with the City of Billings Public Works Department on a land use plan that will identify infrastructure/utility needs and desired land use development.

Staff will continue to move forward to finalize the update to the 2017 Billings Area Bikeway and Trail Master Plan. This will include working with MDT, City and County Public Works and other organizations with the continued development of the non-motorized transportation system.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- During the FHWA/MDT audit of the Billings MPO, FHWA provided constructive recommendations on the project list in the 2023 LRTP, highlighting several inaccuracies and noting that the list was confusing to review. The MPO proposes using PL funds to audit and redesign the project list to ensure accurate funding sources and listings. Additionally, the MPO needs to update its urban planning boundary to comply with the 2020 Census review of the urbanized area. These updates will be incorporated into a modification of the 2023 LRTP to address these needs.
- Update the Trail Mobile Application. The trail mobile application was created in 2019 to make it easier for residents and visitors to utilize the bikeway and trail system with an easy to use mobile app. 5 years later, the app needs to be updated to ensure compatibility with newer mobile devices and to update some of the user interface.
- Continue and complete the update to the Billings Heights Neighborhood Plan. The plan has a significant MPO lead transportation element this will include accident and volume data as well as neighborhood mobility, safety and equity in the transportation system. In addition to this neighborhood plan, Planning staff will be leading an effort to complete a City Council funded land use plan for the area of the Inner Belt Loop. This connection has been constructed through a Federal BUILD grant. This land use plan will build off the 2020 Inner Belt Loop Corridor Study completed by the MPO.
- Projects will continue to be reviewed for future implementation in the City's CIP and the MPO's TIP.

STAFFING

13 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Implementation of transportation projects identified in the Billings Area Bikeway and Trails Master Plan, the Transportation Improvements Program, Transportation Plan and the Capital Improvements Program.

FUNDING SCHEDULE - TRANSPORTATION PLAN

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$400,000	$0	$400,000**
TOTAL	$400,000	$0	$400,000**

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$150,000	$0	$150,000**
TOTAL	$150,000	$0	$150,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

**Approximately $50,000 for LRTP Project Audit/Plan Modification, $20,000 Update to the Mobile Trail Application, $37,500 to complete the Heights Neighborhood Plan.

302 PLANNING STUDIES

OBJECTIVE

- To update and develop site-specific plans and transportation studies where appropriate.

ACCOMPLISHMENTS - FISCAL YEAR 2024

- Completed and adopted Phase II of the Safe Routes to School Plan. This study includes Billings Middle, County Urban Elementary, and Private Schools interested in participating in the development of a Safe Routes to School Plan.
- The continuation of the update to the 2017 Bikeway and Trails Master Plan.
- Hired a transportation intern to assist with transportation planning project. This intern has been continuously assisting the staff in public outreach, GIS tasks, social media posts on transportation safety, and other items.

PROPOSED ACTIVITIES - FISCAL YEAR 2025 AMENDED

The PL Eligible Activities have been revised to align with current local community goals and priorities. As part of this amendment, the Bike/Scooter Share RFP has been removed, as it is not currently a local priority. Instead, the MPO proposes reallocating the project's funding to support the Complete Streets Progress Report update. This adjustment will enable MPO staff to conduct a limited economic impact analysis and develop a framework for assessing the Return on Investment of future projects.

PL Eligible Activities

- 21st Street Underpass Study, this study was slated to be completed in the 2024 UPWP, but due to circumstances, this study has been moved and budget enhanced to this UPWP. The purpose of the study is to review the current facility and identify strategies and improvements for safety, multi-modal, and roadway improvements. This underpass is currently only one of two access points to circumvent the railroad during train use. Improvements to this vital connection are key to public safety and would allow use for all users, motorized and non-motorized. This project will require significant input and cooperation with Montana Rail-Link and BNSF Railroad. The MPO is proposing to draft and release the RFP for this project in the 1st quarter of FY2025 and select the consultant.

  We anticipate that in the 2nd quarter of FY2025, we will work with the consultant and steering committee to develop the desired elements of the study. Finally, the 3rd quarter of FY2025 would include issuing the draft for public comments, finalizing the study, incorporate comments received and begin the local transportation planning review process with final action and approval by the Policy Coordinating Committee.

- The MPO develop an update to the Complete Streets Progress Report. This report is updated every three years, and tracks progress of the City of Billings' Complete Streets policy. The progress report tracks performance measures and shares information about different efforts happening in the community. The MPO anticipates convening the stakeholder group for the Complete Streets Progress report in the 1st quarter of FY2025. Given the small amount for the consultant contract, the MPO can negotiate directly with the consultant in Q1. During the 2nd quarter, the MPO, along with stakeholders, will draft the plan. During Q3, the MPO anticipates wrapping up the report and presenting it to the City Council.

  The Complete Streets progress report will be completed mainly in-house with a small consultant contract. The consultant will conduct an economic analysis of the complete streets policy. This analysis will focus on

assessing the relationship between infrastructure investment and economic benefits by examining both the cost of construction of Complete Streets improvements and the potential economic and community. Key considerations will include how these projects impact business activity, property values, and multimodal accessibility, providing a data-driven foundation for future decision-making.

This limited economic analysis will offer insights into the financial implications of Complete Streets investments, helping guide discussions on future infrastructure planning and funding strategies. The intent is to consult out for the project with a goal of completing the limited economic analysis as well as providing MPO staff with the internal ability to complete this type of analysis in the future.

By conducting this limited economic analysis, the Billings MPO is ensuring that long-range transportation planning is strategic, data-driven, and aligned with community needs. The results will inform investment decisions, shape policy development, and optimize resource allocation to build a more efficient, sustainable, and economically viable transportation network.

To complete this project, the MPO has shifted the original $20,000 for the Bike/Scooter Share project and an additional $3,000 from Element 700, Un-Programmed funds. With the original $20,000 for the Complete Streets Progress Report update, this allocates a total of $45,000 for the economic analysis.

- The Transportation Planning Intern is scheduled to assist in a variety of transportation activities including Safe Routes to School activities, Kids in Motion activities, Commuter Challenge, and other transportation activities identified by MPO staff.

Locally Funded Activities

- Staff will be involved in the coordination through completion of all planning studies undertaken. This includes contract negotiations, coordination of citizen advisory groups, public meetings, overseeing contract deliverables and project wrap-up.

STAFFING

8.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Completed Urban Area-wide transportation studies for the 21st Street Underpass, update the Complete Streets Progress Report that includes an economic and return on investment assessment.

FUNDING SCHEDULE – PLANNING STUDIES

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$216,000	$144,000	$360,000**
TOTAL	$216,000	$144,000	$360,000**

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	60	40	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$123,000.00	$82,000.00	$205,000.00
TOTAL	$123,000.00	$82,000.00	$205,000.00

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** 21st Street Underpass $150,000; Complete Streets Progress Report Update $45,000; Transportation Planning Intern $10,000.

500 TRANSPORTATION IMPROVEMENT PROGRAM

500 TRANSPORTATION IMPROVEMENT PROGRAM

OBJECTIVE

- To maintain a viable five-year program of transportation improvements for the Billings Urban Area.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The MPO completed four TIP amendments in FY24. These updates included updating projects, project costs and project timing. The last amendment was approved on April 28, 2024. Since that last amendment, the MPO developed a new TIP for 2024-2028.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- The Transportation Improvement Program (TIP) will be evaluated and updated as needed. A certification statement will be included, as appropriate, to conform to the planning regulations. Based on the Transportation Plan, projects will be evaluated and ranked in accordance with the Priority Ranking Procedures, and in accordance with consistency/conformity procedures. Necessary data will be gathered from primary and secondary sources by the planning staff based upon the Memorandum of Understanding with the City of Billings Public Works Department, establishing areas of data responsibility. Conformity determinations will be prepared as necessary to ensure conformity with the Clean Air Act.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- A current transportation improvement program which reflects conformity with FHWA, the Clean Air Act, and local priorities.

FUNDING SCHEDULE - TRANSPORTATION IMPROVEMENT PROGRAM

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$30,000	$0	$30,000
TOTAL	$30,000	$0	$30,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$30,000	$0	$30,000
TOTAL	$30,000	$0	$30,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

600 SPECIAL PROJECTS

600 ENVIRONMENTAL CONSIDERATIONS

OBJECTIVE

- Maintain current records of monitored air pollution levels and obtain other environmental data as necessary within the Metropolitan Planning Area.
- Review proposed development and transportation system improvements with respect to environmental considerations within the MPO influence area.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The MPO was notified that in July of 2021 the Billings Urban Area was removed from the Air Quality's "Not Classified" list. The MPO is now designated as an Attainment Area and will move the update of the LRTP from 4-years to 5-years.

The MPO collaborated with MDT on the development MDT Statewide Carbon Reduction Strategy Plan.

Air quality monitoring information was obtained from the County Air Pollution Control Board. Air quality mapping for the State Air Quality Bureau was revised. The Congestion Mitigation Air Quality (CMAQ) program was implemented. Staff continues to monitor carbon monoxide (CO) information in the Urbanized Area.

The Socio-Economic and Environmental (SEE) effects guidelines were used to review proposed developments and transportation system improvements.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- Continue to collaborate with MDT on the Carbon Reduction Plan.
- The planning staff will continue to utilize the SEE effects guidelines to evaluate all major development proposals in terms of transportation systems. This would include the CMAQ program.
- Work will continue to maintain the Billings air quality designation.
- Staff will continue to review the MOVES Program and others like it and their relationship to the MPO.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Current environmental data as well as a comprehensive planning and transportation planning process that will substantially addresses the socio-economic and environmental consequences associated with growth and development.

FUNDING SCHEDULE - ENVIRONMENTAL CONSIDERATIONS

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$36,000	$0	$36,000
TOTAL	$36,000	$0	$36,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	$36,000	$0	$36,000
TOTAL	$36,000	$0	$36,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

700 OTHER ACTIVITIES

700 UN-PROGRAMMED FUNDS

OBJECTIVE

- To provide for the accounting of available un-programmed funds in the current UPWP.

ACCOMPLISHMENTS - FISCAL YEAR 2024

N/A

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- This work element will be utilized for accounting purposes only. No specific work activity will be charged to this work element.

STAFFING

N/A

FUNCTIONAL AGENCY RESPONSIBILITY

N/A

PRODUCT

N/A

FUNDING SCHEDULE - CONTINGENCY

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$9,390	$4,400	$13,790
TOTAL	$9,390	$4,400	$13,790

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	100	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	$2,834.00	$120,350.00	$123,184.00
TOTAL	$2,834.00	$120,350.00	$123,184.00

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SECTION II -- FUNDING

TABLE I
FUNDING SUMMARY
FEDERAL FISCAL YEAR 2025

WORK ELEMENT	FUNDING SOURCES FY 2025		
	PL*	LOCAL	EST. COST
100 Administration	$295,900	$242,100	$538,000
101 Service	$32,500	$32,500	$65,000
102 Citizen Involvement	$51,000	$51,000	$102,000
200 Community Planning	$104,400	$243,600	$348,000
204 Zoning	$42,000	$168,000	$210,000
205 Subdivision	$63,900	$149,100	$213,000
300 Transportation System	$190,000	$0	$ 190,000.00
301 Transportation Plan	$150,000	$0	$ 150,000.00
302 Planning Studies	$123,000	$82,000	$205,000
500 T.I.P.	$30,000	$0	$ 30,000.00
600 Environmental	$36,000	$0	$ 36,000.00
700 Un-Programmed Funds	$2,834	$118,350	$121,184
	$1,121,534	$ 1,086,650.00	$2,208,184

*The matching ratio is Federal PL--86.58% and State match-13.42%.

TABLE II
FUNDING COMPARISONS

WORK ELEMENT	FY 2025 ESTIMATED COST	FY 2024 ESTIMATED COST
100 Administration	$ 538,000.00	$510,000
101 Service	$ 65,000.00	64,000
102 Citizen Involvement	$ 102,000.00	100,000
200 Community Planning	$ 348,000.00	350,000
204 Zoning	$ 210,000.00	212,000
205 Subdivision	$ 213,000.00	215,000
300 Transportation System	$ 190,000.00	175,000
301 Transportation Plan	$ 150,000.00	400,000
302 Planning Studies	$ 205,000.00	360,000
500 T.I.P.	$ 30,000.00	37,000
600 Environmental	$ 36,000.00	36,000
700 Un-Programmed Funds	$ 121,184.00	13,790
TOTAL	$ 2,208,184.00	$2,472,790

TABLE III
FUNDING PERCENTAGES FEDERAL FISCAL YEAR 2025

WORK ELEMENT	RECIPIENT	PL	LOCAL	TOTAL
100 Administration	MPO	55	45	100
101 Service	MPO	50	50	100
102 Citizen Inv.	MPO	50	50	100
200 Community Planning	MPO	30	70	100
204 Zoning Administration	MPO	20	80	100
205 Subdivision Admin.	MPO	30	70	100
300 Trans. System Data	MPO	100		100
301 Transportation Plan	MPO	100		100
302 Planning Studies	MPO	60	40	100
500 T.I.P.	MPO	100		100
600 Environmental	MPO	100		100
700 Un-Programmed Funds	MPO	100		100

TABLE IV
STAFF MONTHS BY WORK ELEMENT FISCAL YEAR 2025

Work Element	Director-Friday	MPO Coord.-Mattox-Planner II	Planner I-Husman	Planning Manager-Vickers	Planner II (Trans)-Vac	Clerk-Berns	Planner II-Green	Planner I-Johnson	Planner I-Kelly	Zoning Coord.Planner II-Cromwell	Planner I (Trans)-Monat	Planner II (LRP)-Vac	Total M.M.
100	7	1.5	2.5	5.5	0.5	1.5	0.5	0.5	2	1	1.5	0.5	24.5
101	0.5	0	1	0	0	0	0.5	0.5	0	1	0	0.5	4
102	0.5	0	0.5	0.5	0.5	0.5	1	0.5	0	0	0	2	6
200	1.5	0	5	2	1	2	1	5	3	1	2.5	5	29
204	0	0	0.5	0.5	0	0.5	0.5	2	3	6	0	0.5	13.5
205	0	0	0.5	1	0	0.5	7.5	0	3	2	0	0.5	15
300	0	2.5	0.5	0.5	5	2	0	0	0	0	3	0	13.5
301	0.5	4	0	0.5	2	2	0	0	0	0	2	2	13
302	0.5	1	0	0.5	1	1	0	2.5	0	0	2	0	8.5
500	0.5	1	0	0	0.5	0.5	0	0	0	0	0	0	2.5
600	0	1	0.5	0	0.5	0.5	0	0	0	0	0	0	2.5
Total	11	11	11	11	11	11	11	11	11	11	11	11	132

*This table indicates approximately how many man months individual staff members work in each work element.

WORK ELEMENT	CITY TRAF. TECHNICIAN
300	11
TOTAL	11

TABLE V
ELIGIBLE SAFE AND ACCESSIBLE TRANSPORTATION OPTIONS PLANNING ACTIVITY BY WORK ELEMENT FISCAL YEAR 2025

WORK ELEMENT	FY 2025 ELIGIBLE SAFE AND ACCESSIBLE TRANSPORTATION OPTIONS PLANNING ACTIVTY ESTIMATED COST	FY 2024 ELIGIBLE SAFE AND ACCESSIBLE TRANSPORTATION OPTIONS PLANNING ACTIVTY ESTIMATED COST
301 Transportation Plan	$10,000	$11,100
302 Planning Studies	$10,492	$25,900
TOTAL	$20,492	$37,000

The 2.5% PL Funding set-aside for Alternative Modes Planning activities have a match ratio of 86.58% Federal Share/13.42% State Share and are eligible for 100% Federal Share in FFY2024 and FFY2025.

SECTION III

INDIRECT COST PLAN

INTRODUCTION

The Office of Management and Budget Circular 2 CFR Part 200 is used as governing criteria for establishing the allowed costs.

IDENTIFICATION OF COSTS

The costs are delineated below by type:

DIRECT	INDIRECT	BENEFITS
Salaries & Wages	Maintenance	FICA
Legal Notices	Reproduction	PERS
Travel	Supplies	Workmen's Compensation
Printing	Postage	Accident Insurance
Training	Subscriptions	Health Insurance
Consultants	Telephone	Sick Leave
Equipment	Utilities	Vacation
Mileage	Rent	Holidays
Moving/Interview	Audit	Maternity
	Messenger	Military
		Life Insurance
		Dental Insurance

ALLOCATION OF COSTS

Direct costs will be charged to the work program line item to which they apply.

An indirect cost rate of **9%** of the City and County's direct salaries and wages is proposed. The **9%** rate will be applied to the direct wages and salaries of each line item within the work program to cover all indirect expenses.

Benefits will be calculated at a rate of **55%** of the City and County's direct salaries and wages charged to each line item.

FUNDING SOURCES

The degree of participation by each funding agency is based on the prorations which have been determined for each line item. Each agency will be billed their share of the total charges made against each line item according to the approved prorations.

Funding sources and amounts contained in the UPWP are as follows:

Planning Dept. Fees (City of Billings)	$274,000
Planning Dept. Fees (Yellowstone Co.)	$170,000
Yellowstone County (Mill)	$642,650
PL*	$1,121,534
TOTAL	$2,208,184

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SUMMARY

The indirect cost rate is a predetermined fixed rate which is not subject to adjustment. The base period used in determining the rate is the period from July 1, 2023, through June 30, 2024. The calculated rate is applicable to the grant period, which is October 1, 2024, through September 30, 2025.

CHAPTER II

CITY OF BILLINGS TRANSIT DIVISION

SECTION I UNIFIED PLANNING WORK PROGRAM ELEMENTS

44.21.00 PROGRAM SUPPORT ADMINISTRATION

44.21.01 ADMINISTRATION

OBJECTIVE

- To provide program support, general administration, and grant administration
- To provide training in support of transit planning activities.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Conformance with federal, state, and local administrative and regulatory requirements for maintenance of transit planning and development, as well as execution of developed plans.

Staff remained informed of Federal and State requirements concerning all federal funding sources including, but not limited to, sections 5303, 5307, 5310, and 5339. Staff managed and revised grants in response to additional allocations from state and federal sources.

Staff prepared and submitted quarterly progress and expenditure reports to MDT to maintain federal and state funding support.

Staff attended training opportunities to enhance knowledge and skills, including the Spring Montana Transit Association conference focused on transit safety planning and procurement compliance, American Public Transportation Mobility Conference with emphasis on changing mobility trends and zero emission vehicle strategies, FTA Financial Management Oversight and Procurement Training, and other education opportunities and webinars on various safety and federal requirements.

Staff maintained and updated the Transit Asset Management (TAM) Plan with upcoming and in-process capital projects, as well as fleet and facility metrics to ensure accurate capital and asset planning.

Updated the Public Transit Agency Safety Plan for MET Transit for the required annual review; this included additional training program development for operator and dispatch staff including a newly acquired Bus Operator Training Simulator awarded with FY22 5339c competitive funding.

Staff managed FTA Section 5303 grant activities and prepared the transit aspect of Unified Planning Work Program.

Staff prepared the DBE Program semi-annual reports and completed webinar training on updated DBE Program Plan updates from the Federal level, to ensure continued attempts to meet DBE Program goals while planning capital purchases.

Staff participated in the two-day MPO Review with FHWA, FTA, and MDT staff members, discussing and evaluating current MPO and Transit policies and procedures.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

All administrative functions necessary in support of transit planning and development will be performed under this work element. Activities will include:

- Continue to assess data-keeping and gathering practices with focus on further technology utilization and process improvement in response to findings in the FTA Triennial Review completed in FY2023.
- Update the 2012 DBE Program Plan based on newly required Federal updates.
- Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation, Urban Planning Division to maintain funding requirements.
- The FY2025 UPWP will be monitored and revised as necessary.
- The FY2026 UPWP for transit activities will also be developed within this element.
- Staff will execute grant administrative functions; staff will continue research and development regarding the utilization of FTA funding, including furthering innovative funding practices and partnerships.
- Maintenance of coordination agreements with 5310 providers and, as the lead agency, updates to the Billings Area Human Services Transportation Coordination Plan.
- Research feasibility and make recommendations for capital grants in the 5339 Bus and Bus Facilities programs and other funding opportunities utilizing the TAM plan as well as the City Equipment Replacement plan.
- Extensive division policy development including procedures, regulations, codes, and practices to ensure compliance with federal, state, and local requirements as they relate to the transit planning process.
- Participate with the TAC, Transportation Coordination Plan Committee, citizen advisory boards and other committees throughout the community as needed.
- Staff will continue updating and maintaining the FTA mandated Transit Asset Management Plan.
- Staff will continue to update and implement the required Public Transit Agency Safety Plan, including annual updates, as well as further research and development of best practices.
- Assist in development of improved transit integrations in the local area Emergency plan, including regular participation in committee meetings

STAFFING

115.00	Transit Manager Staff Hours
240.00	Transit Planner Staff Hours
30.00	Administrative Support Staff Hours
80.00	Transit Operations Coordinator
60.00	Marketing and Outreach Coordinator Staff Hours
10.00	Aviation/Transit Director Staff Hours
535.00	**Total Staff Hours**

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- Updated DBE Program Plan
- An ongoing administrative program to carry out the transit elements identified within this UPWP.
- Administrative oversight and execution of transit planning and development functions including federally required plans.
- Enhancement of transit division skills and knowledge.
- Proper maintenance and administration of grant related activities.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$6,953	$27,814	$34,767
TOTAL	**$6,953**	**$27,814**	**$34,767**

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$ 9,538	$38,152	$47,690
TOTAL	**$ 9,538**	**$38,152**	**$47,690**

44.24.00 SHORT RANGE TRANSPORTATION PLANNING

44.24.01 FUTURE SERVICE ANALYSIS AND ENHANCEMENTS

OBJECTIVE

To facilitate considerations of means to ensure citizens will have acceptable and improved public transportation alternatives in the future.

ACCOMPLISHMENTS FISCAL YEAR 2024

Members of the transit division updated projections of future revenues and expenses and directed annual budget and financial resources analysis, including multi-year forecasts.

Staff arranged for and ensured execution of on-going data gathering and analysis efforts to monitor current system effectiveness and efficiency. This assisted in identification of operating and capital needs required to ensure a reliable and effective system into the future.

Staff successfully implemented fixed-route service overhaul and extended service hours developed through the previously completed Transit Development Plan on October 02, 2024, including over 450 designated bus stops.

Staff implemented a new automated vehicle location system (AVL) with automatic passenger counters (APCs) and received FTA certification for passenger counting data to be used for NTD reporting as well as approval of the associated Benchmarking Plan.

Staff continued assessment of alternative service models for the transit system in anticipation of changing ridership demands.

Staff tracked and compiled on-going ridership metrics by route and mode to support planning practices, and updated cost of service rates with new routes and budget figures.

Staff provided information and comments related to transit at meetings geared toward development, annexation, and traffic projects. Staff also received and responded to system inquiries, concerns, complaints, and suggestions.

Staff continued evaluating approximately 450 designated bus stop locations for placement, bus stop amenities, and ADA requirements based on the newly completed Bus Stop Master Plan.

Transit members attended and participated in a diverse range of transit-related and general community meetings including the Billings Technical Advisory Committee (TAC), the Policy Coordinating Committee (PCC), City of Billings Transportation Team meetings, Healthy By Design Coalition meetings, City of Billings Annexation Committees, Bike and Pedestrian and West End Plan Steering Committees, Yellowstone County Health Improvement Planning

Meeting, Aging Friendly Community meetings, Safe Routes to Schools, Local Emergency Planning Committee, and various project specific coordinating committees for transportation related projects. As the lead agency on the Coordinated Human Services Transportation Plan Committee, staff also provided guidance and updates to the plan.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of future transit planning and development will be performed under this work element, including continuation of activities undertaken in FY2024. These activities necessitate the ongoing cloud-based software costs and run-cutting module, for route development and planning, which is split between this element and current service enhancements. Activities are as follows:

- Continue investigating feasibility of expanding service beyond existing city limits and engage county stakeholders in discussion regarding potential for service to outlying areas.
- In support of potential to expand service, staff intends to complete a Transit Governance and Sustainability Study to evaluate current funding levels, potential changes to Governance in support of expanded funding and transit opportunities, and model sustainability for each option; this activity will be completed using an outside consulting group and has been carried forward from 2024.
- Assess feasibility of adding additional transfer locations, specifically in growing areas of the City including the Heights and near the West End Reservoir locations.
- Assess feasibility of a rapid transit line to directly connect Heights, Downtown, and West End to decrease passenger travel time.
- Continue to analyze and evaluate current City and other area government practices for right of way requirements regarding future bus stop locations.
- Assessing ongoing and future capital and operating requirements based upon projected demand and growth. Continue to assess financial and infrastructure requirements of transitioning eligible fleet vehicles to electric or alternative fuel sources. Assess feasibility of adding additional green technology to facility locations.
- Continue research on feasibility of, and make recommendations for, additional technology conveniences for passengers including amenities at transfer centers.
- Continuation of planning efforts regarding public and stakeholder involvement and input opportunities, including recruiting involvement from key partners.
- Facilitation of public meetings to support system improvements as well as specialized services for seniors and disabled.
- Perform additional analysis of fare structure including comparisons to similar systems and populations to ensure equitable and sustainable fare generation.
- Analyze, develop, and recommend opportunities for MPO and Transit collaboration on projects eligible for multiple funding sources, including flex funding, to support integration of transit and overall surface transportation structure.

STAFFING

150.00	Transit Manager Staff Hours
170.00	Transit Planner Staff Hours
20.00	Administrative Support Staff Hours
60.00	Transit Operations Coordinator
85.00	Marketing and Outreach Coordinator Staff Hours
10.00	Aviation/Transit Director Staff Hours
495.00	**Total Staff Hours**

PRODUCT

- Identification of and plans for efficient and effective transit service into the future.
- Financial and capital analyses for future transit enhancements.
- Identification and assistance in implementation of future system modifications.

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

FUNDING SCHEDULE – FUTURE SERVICE EVALUATION AND ANALYSIS

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$47,863	$191,452	$239,315
TOTAL	**$47,863**	**$191,452**	**$239,315**

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$43,400	$173,599	$216,999
TOTAL	**$43,400**	**$173,599**	**$216,999**

**The 2025 amounts figure above includes $150,000 total for programmed studies, $20,500 for planning software, and $46,499 budgeted for staff hours.

44.24.02 CURRENT SERVICE ENHANCEMENT

OBJECTIVE

To improve service, ridership, and effectiveness of the existing transit system.

ACCOMPLISHMENTS FISCAL YEAR 2024

Staff continued implementation of expanded marketing programs, including outreach to various community groups, education institutions, and public events.

Continued to develop the internal advertising program, including procurement of spare bench inventory and additional amenity opportunities to support transit operations, as well as opportunities for capital support.

Continued to leverage data gained from the electronic fare system to make recommendations to admin regarding metric tracking and budget structure.

Staff implemented an updated AVL system that integrates with Google Maps and provides a substantial improvement in ability to report ridership and NTD data and analytics. As now required by FTA, MET has a published GTFS feed.

Updated agency website to increase ease of use as well as improve overall communication to the public. Continued to develop and implement an improved social media presence for public engagement, including campaigns about the new AVL system, designated bus stops, hiring events, and new route system.

Received approval and certification for third-party CDL testing site at MET Transit to expedite the hiring and testing process.

Staff reviewed ridership data in analysis of system functioning and passenger miles travelled metrics; members also provided monthly ridership analysis (including ADA lift use and bike rack use), assessed ridership trends, and prepared other information on system functioning as requested.

Staff prepared National Transit Database reports for monthly submission of ridership, safety, and operational data, as well as annual reporting requirements.

Staff members regularly participated in group meetings and committee meetings (both in person and virtual) to solicit partner and public feedback on current system usage, demands, successes and shortfalls.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of planning and development of enhancements to the current systems will be performed under this work element, including continuation of activities undertaken in FY2024. These activities necessitate the ongoing cloud-based software costs and run cutting module, for route development and planning, which is split between this element and future service enhancements. Activities are as follows:

- Continue to develop and implement criteria for stop amenities and other required items and make changes to stop amenities as needed; make recommendations on funding priorities to support bus stops with high usage and infrastructure needs.
- Continue development and implementation of education and outreach strategies to guide market research, promote public awareness, and engagement to increase ridership.
- Develop and implement further education and outreach programs to increase partnerships and other forms of participation.
- Investigate, analyze, and recommend methods for bringing existing technology solutions into a single portal to streamline customer engagement with and use of the transit system; make recommendations on implementation of an integrated app with existing technology providers.
- Develop modified fixed-route service including routes and schedules in the Downtown core due to the City's planned conversion of 1-way streets to 2-way streets.
- Procurement and implementation of further technology enhancements to the existing technology solutions system to gather data, improve efficiency, provide further customer conveniences, and enhance safety.
- Collect and analyze ridership data from automatic passenger counters hardware and software.
- Develop FY2025 APC Benchmarking Plan update, due to mandatory sampling year.
- Continue to sample manual ridership on all bus routes to ensure data reporting is correct and consistent.
- Develop further marketing strategies including opportunities for increased revenue generation through amenity expansion and innovative concession programs. Include analysis of potential concession for retail space and other revenue generators at the Downtown Transfer Center.
- Assessment of current personnel usage for areas of improvement in utilization of resources and effectiveness; evaluate effectiveness of current staffing levels.
- Maintain monthly ridership figures and summary figures for effective decision-making and complete related National Transit Database reports.
- Solicit and record public reaction to any modified routes, schedules, education efforts, and technology enhancements.
- Assessment of current budgetary impact of recommended improvements.

STAFFING

200.00	Transit Manager Staff Hours
350.00	Transit Planner Staff Hours
32.62	Administrative Support Staff Hours
100.00	Transit Operations Coordinator
100.00	Marketing and Outreach Coordinator Staff Hours
20.00	Aviation/Transit Director Staff Hours
802.62	**Total Staff Hours**

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- FY2025 APC Benchmarking Plan Update.
- Information relating to potential enhancements to existing service and system.
- Recommendations for immediate improvements.
- Modified routing for fixed-route services in Downtown core due to street conversion.
- Information and recommendations on passenger education and outreach.
- Analysis of current system functions.
- Budget alternatives.

FUNDING SCHEDULE – CURRENT SERVICE ENHANCEMENTS

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$13,843	$55,370	$69,213
TOTAL	**$13,843**	**$55,370**	**$69,213**

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$18,817	$75,268	$94,085
TOTAL	**$18,817**	**$75,268**	**$94,085**

44.25.00 Transportation Improvement Program (TIP)

01 T.I.P

OBJECTIVE

To maintain a viable five-year program of transit improvements for the Billings Urbanized Area.

ACCOMPLISHMENTS FISCAL YEAR 2024

Developed Transit specific data for a TIP/STIP update for the new five-year document, including programming for selected capital programs. Updated projects were also added to the Division's Transit Asset Management Plan (TAM), Capital Improvement Plan (CIP), and Equipment Replacement Plan (ERP).

Monitored projects for inclusion in the TIP and STIP. The Statewide Transportation Improvement Program (STIP) process was also addressed and monitored.

Attended and participated in MPO meetings.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of transit related project inclusion in the Transportation Improvement Program will be performed under this work element. Activities are as follows:

- Division members will develop and compile information on operating and capital projects for which MET Transit plans to utilize grant assistance for inclusion in the TIP; this includes utilizing and updating the Division's TAM, CIP, ERP, and other plans as required.
- All applicable projects will be provided to the MPO for inclusion in the program.
- Staff will monitor inclusion in the TIP and STIP to ensure ability to obtain federal Sections 5307, 5310 & 5339 and other applicable grants are not affected.

STAFFING

35.00	Transit Manager Staff Hours
24.00	Transit Planner Staff Hours
4.00	Administrative Support Staff Hours
5.00	Aviation/Transit Director Staff Hours
68.00	**Total Staff Hours**

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit will provide transit-related information to the City/County Planning Department for the MPO's inclusion in the TIP document.

PRODUCT

- Monitoring of plans including Transit Asset Management, the Capital Improvement Program, and components of the Equipment Replacement Plan for related projects.
- Annual inclusion of projects in TIP as necessary per FTA regulations.
- Amendments to TIP as necessary to include new projects.

FUNDING SCHEDULE – T.I.P.

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$1,298	$5,191	$6,489
TOTAL	**$1,298**	**$5,191**	**$6,489**

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$1,526	$6,103	$7,629
TOTAL	**$1,526**	**$6,103**	**$7,629**

44.26.12 Coordination of Non-Emergency Human Service Transportation

01 COORDINATION OF NON-EMERGENCY HUMAN SERVICE TRANSPORTATION

OBJECTIVE

To ensure optimal use of City of Billings funds in meeting the transportation needs of seniors and individuals with disabilities in both demand response and fixed route transportation in accordance with Federal Regulations.

ACCOMPLISHMENTS FISCAL YEAR 2024

Staff continued to investigate methods to improve paratransit efficiency and cost-effectiveness.

Continued evaluating dispatch and customer service practices for potential modification in regard to dispatching software implementation, as well as other technology implementations.

Members also continued to assess the financial and operational functioning of paratransit services, including contractual agreements with area agencies including the Adult Resource Alliance and the State of Montana Developmental Disabilities Bureau. MET did not renew the State of Montana DD contract for FY2025, as subscription services were causing inconsistencies with federal requirements.

Staff monitored procedures and policies involving ADA accessible fixed-route service and other accessibility features/requirements and updated with relevant findings.

Assessed and updated paratransit vehicle specifications to support future vehicle purchases; continued implementation and further procurement development of smaller ADA equipped vehicles to enhance paratransit service efficiencies.

Staff familiarized passengers with fixed route system use as appropriate via MET's travel training program.

Staff continued to coordinate transportation services among 5310 transit providers, social service agencies and the public to provide an overall strategy to enhance transportation access, minimize duplication of services and facilitate the most appropriate cost-effective transportation possible within available resources. This also included outreach and engagement to improve and advance the coordination plan as well as to improve community relations.

Increased participation with community groups, including Big Sky Senior Services and Adult Resource Alliance to support Aging-Friendly community initiatives and assessment of available transportation options.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of planning and development of transit related Americans with Disabilities projects, procedures, outreach, and other related activities will be performed under this work element. Activities are as follows:

- Research and submit initial Section 5310 Program Management Plan for grant funding to MDT and FTA for approval.
- Continue developing and refining improvements to current travel training options to the public using available technology and updated delivery methods; improve education and outreach surrounding these services.
- Staff will continue to evaluate each bus stop for ADA compliance and suggest improvements based on priority of needs and funding availability, as outlined in the Bus Stop Master Plan.
- Staff will continue to provide outreach and education for professionals, organizations, and other identified entities in the community, including participating on advisory groups in order to maintain positive relationships with individuals with disabilities and senior communities.
- Staff will continue to facilitate and encourage involvement in regular Billings Area Human Services Transportation Coordination Plan meetings with human service providers, social service agencies, transportation providers, and the public to coordinate efforts associated with transit capital and service planning.
- Continue to facilitate effective service provision and usage of lift-equipped fixed-route vehicles; assess and recommend capital and operational projects with the intent of supporting existing service, increased demand, and adding potential enhancements.
- Continue identification of means to address transit and paratransit needs, assessing both short- and long-term paratransit needs, the organizational and financial capabilities of addressing those needs.
- Continue community outreach to the public and organizations in support of improving access to transportation for seniors, individuals with disabilities, and low-income populations; continue participation on community committee meetings while exploring avenues for further outreach and engagement.
- Analyze and recommend improvements to current scheduling practices including more advanced use of available technologies to expand availability of services to seniors and low-income groups.
- Continue to assess, evaluate, and recommend improvements to the Paratransit Eligibility process to respond to increased demand for services to ensure all requirements regarding capacity and service are executed efficiently and equitably.

STAFFING

110.00	Transit Manager Staff Hours
125.00	Transit Planner Staff Hours
20.00	Administrative Support Staff Hours
120.00	Transit Operations Coordinator
80.00	Marketing and Outreach Coordinator Staff Hours
10.00	Aviation/Transit Director Staff Hours
465.00	**Total Staff Hours**

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- Section 5310 Program Management Plan
- Continued consensus with and support of City of Billings compliance with ADA regulations related to transit.
- Continued community consensus and support of City of Billings methods for addressing of specialized needs, including lift-equipped vehicles and other options for individuals with disabilities and seniors.
- Recommendations and proposals for enhancements to existing system and programs in support of ADA compliance and regulations aimed at increasing efficiency and effectiveness.
- Public involvement and feedback regarding potential system enhancements in support of transportation for seniors and individuals with disabilities.

FUNDING SCHEDULE – ADA SERVICE (COORDINATION OF NON-EMERGENCY HUMAN SERVICE TRANSPORTATION)

FUNDS PROGRAMMED - FISCAL YEAR 2024 (ADA SERVICE)

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$7,298	$29,193	$36,491
TOTAL	**$7,298**	**$29,193**	**$36,491**

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	**LOCAL**	**FTA**	**TOTAL**
MET	$8,572	$34,289	$42,861
TOTAL	**$8,572**	**$34,289**	**$42,861**

SECTION II FUNDING SUMMARY

FEDERAL FISCAL YEAR 2025

WORK ELEMENT	FUNDING SOURCES FY 2025			STAFF HOURS
	LOCAL	FTA	EST.COST	
44.21.01 Administration				
Staff Hours	$9,538	$38,152	$47,690	535.00
44.24.01 Future Service				
Staff Hours	$9,300	$37,199	$46,499	495.00
Studies	$30,000	$120,000	$150,000	
Planning Software	$4,100	$16,400	$20,500	
44.24.02 Current Service				
Staff Hours	$14,717	$58,868	$73,585	802.62
Planning Software	$4,100	$16,400	$20,500	
44.25.01 T.I.P.				
Staff Hours	$1,526	$6,103	$7,629	68.00
44.26.12 Coordination of Non- Emergency Human Service Transportation				
Staff Hours	$8,572	$34,289	$42,861	465.00
TOTAL	**$81,853**	**$327,411**	**$409,264**	**2,365.62**

ALLOCATION OF COSTS

Expenditures identified include direct costs, benefits at the rate of 61% of direct salary or wages, and indirect costs at the rate of 9% of direct salary or wages.

Federal Transit Administration Section 5303 funding is available at an 80% reimbursement rate, meaning the local to FTA funding ratio for all categories is 20% local, 80% federal.

LIST OF ACRONYMS

ADA	American Disability Act
ACS	American Community Survey
ARP	American Rescue Plan
AVL	Automated Vehicle Locator
BSED	Big Sky Economic Development
BUILD	Better Utilizing Investments to Leverage Development
CAC	Citizen Advisory Committee
CARES	Coronavirus Aid, Relief, and Economic Security
CDL	Commercial Drivers License
CIP	Capital Improvement Plan
CMAQ	Congestion Mitigation Air Quality
CTSP	Community Transportation Safety Plan
EBURD	East Billings Urban Renewal District
ERP	Equipment Replacement Plan
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information System
GTFS	General Transit Feed Specification
HPMS	Highway Performance Monitoring System
IIJA	Infrastructure Investment and Jobs Act
ITS	Intelligent Transportation Systems
LRTP	Long Range Transportation Plan
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization
NTD	National Transit Database
PCC	Policy Coordinating Committee
PEP	Private Enterprise Participation
PL	Planning Funds
PTASP	Public Transit Agency Safety Plan
RAISE	Rebuilding American Infrastructure with Sustainability and Equity
SBBURD	South Billings Boulevard Urban Renewal District
TA	Transportation Alternative Program
TAC	Technical Advisory Committee
TAM	Transit Asset Management
TAZ	Traffic Analysis Zones
TDP	Transit Development Plan
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
VMT	Vehicle Miles Traveled
YCBP	Yellowstone County Board of Planning

BILLINGS METROPOLITAN PLANNING ORGANZIATION

Unified Planning Work Program
(UPWP)
Amendment 1
Federal Fiscal Year
2025

Background – Unified Planning Work Program

- **Billings Unified Planning Work Program (UPWP)**: A key transportation planning document for the Billings metropolitan area

- **Developed by**: The Billings Metropolitan Planning Organization (MPO), in coordination with local, state, and federal agencies

- **Purpose**:
  - Outlines transportation planning activities
  - Identifies planning tasks, funding sources, and study schedules

- **Focus Areas**:
  - Roadways
  - Public transit
  - Bicycle and pedestrian infrastructure
  - Overall transportation system improvements

- **Compliance**: Ensures adherence to federal transportation planning requirements

- **Long-Term Vision**: Supports regional long-range transportation goals

Amendment Details

- **Why Amend the UPWP?**
  - Periodic updates are needed for project changes, funding shifts, and schedule adjustments
  - Aligns with changing local project priorities
- **FY25 UPWP Amendment Highlights**
  - Proposed changes detailed in Elements 302 and 700
  - Adjustments include project scope and financial allocations
- **Project Shift**
  - Original plan: Issue RFP for a bike and scooter share program
  - Updated plan: Redirect resources to an economic analysis of the City's Complete Streets initiatives
- **Planning Process**
  - Follows MPO's Transportation Planning procedures
  - Ensures public participation and review opportunities
- **Purpose of the Economic/ROI Analysis**
  - Supports strategic, data-driven transportation planning
  - Informs investment decisions and policy development
  - Aims to build a more efficient, sustainable, and economically viable transportation network

Review Schedule

Technical Advisory Committee (recommendation)	April 10th
Planning Board (recommendation)	April 22nd
City Council (recommendation)	April 28th
County Commissioners Discussion	April 23rd
County Commissioners (recommendation)	April 29th
Policy Coordinating Committee (final action)	May 20th

City Council Regular

Date:	04/28/2025
Title:	BMCC Section 6-1208 Curb Cut Ordinance Update and Discussion
Presented by:	Mac Fogelsong, City Engineer
Department:	Public Works
Presentation:	Yes
Legal Review:	Yes
Project Number:	N/A

RECOMMENDATION

This is a special agenda item that will provide information to the City Council for discussion. No formal action will be taken at this meeting but direction from City Council will help staff develop an ordinance that will be presented to council for action on a future meeting.

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

The City Council adopted new subdivision regulations in 2024. As part of subdivision regulation effort, traffic study standards were updated and public street widths were clarified, including provisions for boulevard sidewalks and streetlights. The curb cut ordinance is part of the site development regulations. The curb cut ordinance update will provide consistency in traffic studies between site development and subdivision regulations, correct some of the current code conflicts, and re-establish parking lot surfacing requirements that were removed with the implementation of the Re-Code zoning updates. In addition, staff proposes to reference the private street standards to those found in the subdivision regulations specific to street width, provisions for sidewalks, and streetlights.

To-date, staff engaged with local architects, engineers, surveyors, designers, the Home Builders Association, and various home builders through meetings and direct mailing. Staff anticipates bringing the code update to Council at the May 27, 2025 meeting for a public hearing and adoption.

A red-lined version of the curb cut ordinance and summary chart of proposed changes is attached to this memo.

ALTERNATIVES

Not applicable - staff presentation only.

FISCAL EFFECTS

There are no fiscal effects with this presentation.

Attachments

Presentation
Summary of Changes Table
Redlined Code

Proposed Amendments: City Curb Cut Ordinance Site Developments

Section 6-1208

City Council Discussion

April 28, 2025

Meetings

January 22, 2025 Public Works Board
January 31, 2025 – HBA Local Issues
February 27, 2025 - HBA Local Issues
March 14, 2025 - Homebuilder Discussion
April 9, 2025 - Open House
April 22, 2025 – Planning Board

April 28, 2025 - City Council Work Session

May 27, 2025 - City Council Public Hearing TBD
June 9, 2025 - City Council 2nd Reading TBD

Curb Cut—Catalysts for Change

- Inconsistencies with traffic studies—Site vs. Subdivision
- Variances for number of curb cuts on residential streets-inflexible
- Site surfacing (paving) requirement eliminated with Re-Code

Summary of Changes

- Reference subdivision regulations
  - For traffic studies
  - For private street development
- Improved residential access/flex
  - City may restrict access on Collector/Arterials
- No parking over sidewalk--driveways less than 20-feet
- Added back surfacing for site development
- Added administrative relief

Traffic Studies

For Subdivision and Site Development Consistency

Traffic Accessibility Study-Same 3-Tiers as Subdivision Regulation (Refresh for studies older than 10 years)

What We've Heard So Far

Traffic studies-sites not responsible for existing issues-changed

Good discussion on curb cut frequency, spacing

Zoning conflict with curb cut width---solved!

Private Streets—Cost of Sidewalks and Streetlights

Private Streets

- Referenced subdivision regulations
  - Width same as public street
  - Sidewalks—use same language
    - Creative—allow waiver for one side of street
  - Street Lights
  - Policy question related to Sidewalks and Street Lights--Cost

Private Street Sidewalks

Public Street

Example private street with some sidewalk

Public Street

Private Streets--Discussion

Options for Discussion on Private Street Requirements

- Reference only Street Width?
- Require Sidewalks? Hybrid?
- Require Streetlights?

Summary of Sec. 6-1208 Curb Cut Ordinance Changes

Section	Page	Benefit and Reason for Change	Notes
(a) Added "driveways" to purpose	**1**	More thorough purpose that includes driveways.	
(b) Definitions—Added "private Street"	**2**	Added definition of private street to distinguish between a driveway, a parking lot, and a private street.	
(d) Accessibility Study (Traffic Study)	**3**	Referenced Traffic Impact Study requirements found in subdivision regulations for consistency between codes. Added "refresh" requirement for studies older than 10-years.	
(h) Allowable curb cut widths	**4**	Added current zoning type references to code. Added 36-foot approach for shared driveways between buildings not previously in code.	
(h)(3) Commercial, mixed-use districts	**5**	Updated zoning type references to current zoning terminology.	
(h)(5) Number of curb cuts	**5**	Revised code to allow more approaches on local residential streets and make consistent with "small" lot frontages; requires fewer variances for approaches on local residential streets for large-lot, multiple-unit development. Allows for more flexibility with multi-unit buildings that may access a local street. Clarified the number of approaches based on length of property frontage and allowed for review on collector and arterial streets.	
(h)(6) Collector and Arterial Streets (added)	**5**	Allow for City review. Many new approaches considered at the time of subdivision---but allow for City review of collector and arterial curb cuts in site review.	
(i)(1) Driveway Aprons	**6**	Allows aprons to start at property line giving builders more flexibility, where there was previously a 5-foot setback. Allows more flexibility in building within the lot frontage.	
(i)(4) Curb cut offset from intersections	**6**	Clarify setbacks for approaches on collector and arterial streets at intersections—100-foot minimum offset from intersection. Allows	

		a drive approach along an outer curve on a two-leg intersection where sight distance is adequate.	
(i)(6) Driveway access	**6**	Clarify that driveways shorter than 20-feet do not allow vehicle parking over the sidewalk—there have been issues with "short" driveways and parking over the sidewalk.	
(i)(7) Commercial, mixed-use zoning	**6**	Updated text to reference current zoning terms, e.g. mixed-use	
(i)(13) City right-of-way use	**7**	Clarified current allowable uses of City right-of-way with encroachment permit, special review or other use approved by City Council	
(i)(16) Private Streets (added section)	**8**	Requires private streets serving more than 5 units to meet design standards in the subdivision regulations. The section was added to be consistent with subdivision regulations to define street width, require sidewalk, and street lights. Flexibility for sidewalk design that mirrors the subdivision regulations.	
(i)(17) Surfacing (added section)	**8**	Added section to define surfacing; allows gravel for non-public accessed storage of materials and fleet vehicles.	
(i)(18) Public improvements (added section)	**8**	Added section to require public improvements that do not require building permit. (example--storage units not on foundations)	
(j)(1) Access from lower street classification	**9**	Notes that City may require access from lower street classification for corner lots.	
(j)(3) Joint curb cuts	**9**	Modifies language to allow joint curb cuts with easement and agreement defining maintenance between property owners.	
(k) Administrative Relief	**9-10**	Added new section to allow administrative relief for minor construction issues for added flexibility.	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BILLINGS PROVIDING THAT SECTION 6-1208 OFTHE BILLINGS, MONTANA CITY CODE BE AMENDED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:

Section 1. That Section 6-1208, Billings, Montana City Code, be amended to read as follows:

Sec. 6-1208. Curb cut regulations.

(a) *Purpose.* The purpose of this section is to standardize, regulate and control the location, size, type, construction, maintenance and quantity of curb cuts, driveway aprons, driveways, and sidewalk driveway crossings in the city from the standpoint of proper design, safe and efficient entry to and exit from city streets to private property, safety of vehicular traffic in the streets, and safety of pedestrian traffic on the sidewalk area.

(b) *Definitions.* For the purpose of this section, the following definitions shall apply:

Alley shall mean a narrow public thoroughfare, providing access to the rear~~s~~ yard of the abutting properties.

Curb cut shall mean the total street curbing that is removed to place a driveway and slopes.

Curb return shall mean the curved portion of a street curb at drive approaches.

Driveway shall mean that area on private property where vehicles are operated, parked or allowed to stand.

Driveway apron shall mean the area, construction or improvement between the curb cut or proposed curb line and the back edge of walk or proposed walk line, to provide ingress and egress for vehicles from the alley, street or roadway to a definite area of the private property.

Driveway width shall mean that portion of the street curbing that is removed excluding curb returns or transitions to provide ingress to and egress from abutting property.

Intersection shall mean the area embraced within the prolongation or connection of the lateral curb lines, or if none, then the lateral boundary lines of the roadways which join each other at, or approximately at, right angles, or the area within which vehicles traveling upon different roadways joining at any other angle may come in conflict.

Private Street shall mean a private roadway required by zoning or the fire department that is not a driveway or internal accessway that is part of a parking lot containing perpendicular parking. Multiple parking lots, whether connected or not, are not considered to be a private street.

Right-of-way shall mean public property dedicated for streets, alleys or other public uses.

Roadway shall mean that portion of a street improved, designed and customarily used for vehicular travel, exclusive of the berm or shoulder.

Sidewalk shall mean that portion of a street between curb lines or the outer lateral lines of a roadway, and the adjacent property lines, intended for use of pedestrians.

Street shall mean the entire width between the boundary lines of the right-of-way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

Traffic shall mean pedestrians, vehicles, and other conveyances, either singly or together, while using any street, alley or roadway for purposes of travel.

Transitions shall mean the ~~three-foot~~ ramp sections along the street curb on each side of a driveway apron.

(c) *Permit required.* It shall be unlawful for any person either as owner, agent, servant, contractor or employee to cut, break, remove or alter any curbing, driveway apron or sidewalk, or cause to have cut, broken or removed any curbing, driveway apron or sidewalk, or to install or cause to have installed any driveway, or any vehicular access, on any public right-of-way in the city without a permit. Permits shall be issued only to properly licensed and bonded contractors by the city after payment of fees as prescribed by council resolution. At the time the permit application is made, the city shall be advised of any parking meters, traffic

or street signs, signal poles, street light poles, fire plugs, trees or obstructions that will be affected by the placement or removal of the driveway or sidewalk.

~~(d) *Accessibility study.* If any proposed site development will generate five hundred (500) or more vehicle trips per day, a traffic accessibility study shall be required before any developmental permit is issued. A vehicular trip is defined as a one-way journey of a motorized vehicle. If the study indicates a need for the installation of traffic-control devices to regulate traffic flow generated by the facility, such traffic-control devices shall be installed at the expense of the owner of the facility. The study shall include but not be limited to:~~

~~(1) Estimated number of vehicular trips per day;~~

~~(2) Location of approaches;~~

~~(3) Circulation and channelization patterns;~~

~~(4) Location and type of traffic-control devices;~~

~~(5) Pedestrian systems;~~

~~(6) Bicycle systems;~~

~~(7) Projected turning movements; and~~

~~(8) Impact on surrounding existing street intersections.~~

(d) *Traffic Impact Study*. At the time of site development submittal, a traffic impact study shall be prepared by the applicant and approved by the City Engineer for any new residential, institutional, commercial or industrial development in accordance with subdivision regulations Sec. 23-406, with the following exception:
If the proposed site is located within a subdivision having a traffic impact study completed within the past ten (10) years and does not exceed the assumed trip generation value identified in the subdivision traffic study for the site or the total subdivision trip generation value by 100 peak-hour trips or 1000 average daily trips, the applicant shall complete a traffic memo documenting compliance with the subdivision study. The applicant shall meet and discuss elements of any study with City Engineering to determine the general ~~extents~~ scope of the study at the time of the pre-application meeting.

The City Engineer may require applicant analysis and review of a specific traffic impact created by a development generating less than 100 peak-hour or 1000 trips per day.

(e) *Consent of property owner required.* Before a permit is granted for the removal of the curb and/or the construction of a driveway on any street, the applicant for the driveway permit must produce evidence satisfactory to the city to show that the construction of such driveway is agreeable to and in accordance with the desire of the owners of the property to which such driveway will be an entrance.

(f) *Fees.* Permit, inspection and service fees shall be charged by the city as prescribed by council resolution.

(g) *City to furnish inspector.* The city shall furnish an inspector to inspect every piece of curb, driveway and driveway apron to be constructed, whose duties shall be to check the forms for alignment, grade and materials and to see that the work is done in accordance with the specifications of the city at the time of the issuance of the permit. The city shall be notified at least twenty-four (24) hours in advance of the time when the work is proposed to be started.

(h) *Allowable curb cut widths.*

(1) In ~~single-family~~N1, N2, N3 or RMH residential zoned districts, and any other zone that allows one or two-family dwellings, the maximum driveway width shall be thirty (30) feet and shall be located in accordance with city specifications or drawings. ~~For lots or parcels with more than twenty-five (25) feet of frontage, the total combined width of all driveways shall not exceed fifty (50) percent of the frontage of that parcel or lot.~~ The minimum distance between curb cuts serving the same lot or parcel shall be twenty-five (25) feet and shall have twenty-five (25) feet of full height curb, except when multiple buildings are located on a single parcel, the minimum distance between separate and adjacent building curb cuts shall be four (4) feet. A thirty-six (36) foot driveway width is allowed for a shared approach between two buildings.

(2) In any ~~multifamily~~NX zoned districts, and any other zone that allows multi-family dwellings (three (3) or more attached dwelling units), the maximum driveway width shall not exceed thirty~~-six~~ (30~~6~~) feet and shall be located in accordance with city specifications or drawings. The minimum distance between curb cuts shall be twenty-five (25) feet and shall have twenty-five (25) feet of full height curb. When multiple buildings are located on a single parcel, the minimum

distance between separate and adjacent adjacent building curb cuts shall be four (4) feet. ~~except in the case where two driveways serve side-by-side 2-unit buildings, a minimum six-foot separation distance is required between the two (2) driveways.~~ A thirty-six (36) foot driveway is allowed for a shared approach between two buildings.

(3) In all commercial, mixed-use and industrial use districts, the maximum driveway width shall be thirty (30) feet except driveway widths for service stations and trucking businesses may be up to forty (40) feet when approved by the city, and shall be located in accordance with city specifications and drawings. The minimum distance between curb cuts shall be twenty-five (25) feet.

(4) In any allowable location, no driveway width shall be less than twelve (12) feet wide.

(5) For a local residential street, up to two (2) curb cuts are allowed per residential building containing up to two ~~living~~dwelling unit(s), but there shall be a minimum of a twenty-five (25) foot separation between curb cuts. For buildings containing more than 2 dwelling units on a local residential street, multiple curb cuts are allowed per building, but there shall be a minimum a twenty-five (25) foot separation between curb cuts. The minimum distance between separate and adjacent building curb cuts shall be four (4) feet.

(6) For a local commercial, collector, or arterial street, up to two (2) curb cuts will be allowed for property frontages up to six hundred (600) feet, and an additional curb cut will be allowed for property frontages over six hundred (600) feet to nine hundred (900) feet, unless restricted by access management policy. Property frontages over nine hundred (900) feet may have curb cuts as approved by the City Engineer. For an existing property frontage that is unable to meet access management policy standards, the City shall determine access location in consultation with the applicant. ~~Frontages of sixty (60) feet or less shall be limited to one (1) driveway. Not more than two (2) driveways shall be provided to any single property tract or business establishment, except where the property frontage exceeds six-hundred (600) feet, there may be one (1) additional driveway for each additional three hundred (300) feet of frontage. In cases where parcels have more than one street frontage, each frontage shall be treated separately when determining the allowed number of driveways.~~

(i) *General regulations.* Every curb cut, driveway, and driveway apron constructed or altered in the street right-of-way or on private property shall conform to the following regulations:

(1) No ~~driveway apron shall be constructed closer than five (5) feet~~ curb cut shall extend beyond the side property line for the property being served by the curb cut ~~from the side property line~~ or as may be regulated by city specifications in effect at the time of such work.

(2) No driveway apron shall be closer than five (5) feet to, nor shall it be so located as to interfere with, intersecting sidewalks, utility facilities, light standards, fire hydrants, catch basins, street signs, signals or other public improvements or installations.

(3) Any necessary adjustments to such utility facilities, light standards, fire hydrants, catch basins, street signs, signals, underground conduits for street lighting or fire alarm systems, or other public improvements or installations shall be accomplished without cost to the city.

(4) No curb cut shall be made between the points of curvature of any curb radius at intersections, nor closer than ten (10) feet from the points of curvature except along arterial streets or streets intersecting an arterial at a signalized intersection any curb cut shall be a minimum of one hundred (100) feet from the corner, unless restricted by access management policy. The location of curb cuts for lots or parcels along arterial or collector streets having less than one hundred (100) feet of frontage shall be approved by the city engineer or their designee. For a two-leg uncontrolled intersection on a local residential street, the City may approve a curb cut on the larger outside radius provided adequate sight distance is maintained.

(5) No curb cut or driveway apron shall be located so as to create a hazard to pedestrians or motorists, or to invite or compel illegal or unsafe traffic movements.

(6) Every curb cut and/or driveway apron must provide complete access to a surface parking space, a covered parking space ~~building~~ or loading dock on private property requiring the entrance of vehicles in accordance with city specifications and drawings. Driveways constructed less than twenty (20) feet between back of sidewalk and garage face shall not be used for vehicle parking such that a vehicle encumbers use of any portion of the sidewalk.

(7) In any commercial, mixed-use or industrial use, driveways shall be designed such that vehicles entering or egressing shall not be required to back from or into a street right-of-way.

(8) All curb cuts and driveway aprons are to be constructed of Portland cement concrete of a quality and type as specified by the city, and in accordance with city specifications in effect at the time of such work. Curb cuts shall be permitted only with construction of adjoining Portland cement concrete aprons ~~having a minimum depth of five (5) feet~~.

(9) All work shall be done under the supervision of the city, and in accordance with city specifications in effect at the time of such work.

(10) The licensed and bonded contractor or his or her agent doing the construction or alteration work shall maintain the premises in a safe manner and shall provide adequate barricades and lights at his or her own expense to protect the safety of the public using the adjacent streets or sidewalks, and shall hold the city free from any damages incurred by his or her operations.

(11) The angle between any driveway apron and the street and/or curb line shall be ninety (90) degrees to the street tangent or on a radial line to the street curve.~~.~~

(12) The two (2) side borders of each driveway apron between the curb line and property line shall be parallel.

(13) The city street right-of-way shall not be used for private commercial purposes unless allowed through the issuance of an Encroachment Permit (Sec. 22-400), a special review approval (Sec. 27-1600), or other permission granted by City Council. ~~A permit for the construction of a curb cut driveway shall not be issued unless vehicles which will use the driveway can be parked entirely within the private property lines.~~

(14) Any curb cut or driveway apron which has become abandoned or unused through a change of the conditions for which it was originally intended shall be closed and the owner shall replace any such curb cut and/or driveway apron with a standard curb and sidewalk (if necessary) to be constructed according to the city specifications in effect at the time of such work. If the owner does not make such replacement within sixty (60) days after notice, the city may do so at the expense of the owner.

(15) Driveways serving facilities that will generate five hundred (500) or more vehicle trips per day may, at the discretion of the city, be classified and constructed as a street intersection. A complete design of the intersection shall be submitted to the city before a permit is issued. Approval of this type entrance may be contingent upon the applicant installing traffic-control devices at his or her sole expense. This type of entrance shall be included in calculating number, spacing, or any other requirement pertaining to driveways as specified herein.

(16) Private streets that serve more than five (5) residential dwellings shall be constructed to Streets and Roads Design and Improvement Standards in the Subdivision Regulations (Chapter 23, BMCC) and Site Developments (Article 6-1200, BMCC), except the City Engineer may allow a waiver or modify the requirement for boulevard walks on both sides of a residential street when the development constructs an approved multi-use bicycle/pedestrian path connected and ADA accessible to all units in combination with or in lieu of sidewalks.

(17) Surfacing is required for private streets, driveways, off-street parking, loading, storage, rental or service areas for vehicles including service stations, used car lots, and storage rental. Surfacing shall be asphalt concrete, Portland concrete cement, pervious concrete, or pervious pavers and shall meet Public Rights-of-Way Accessibility Guidelines ("PROWAG"). Gravel surfacing, rotomillings or similar crushed loose glass, or material with integral particle to particle binder shall not be allowed unless the area is behind a gated area not accessible to the public and is used for storage of materials and fleet vehicles. Further, surfacing shall not have the potential to track sediment into the public right-of-way. Surfacing shall be designed by accepted engineering methods and subject to the approval of the City Engineer. Driveways serving a single-family, two-family, or multi-family dwelling unit shall be surfaced a minimum of twenty-five (25) feet from the back of the driveway apron unless zoning setbacks allow or dictate a shorter distance.

(18) Public improvements such as street or alley paving, curbs, gutters, sidewalks, drainage facilities, water and sewer facilities, or other public improvements may be required along the property frontage by the City at the time of site development for certain developments that do not require issuance of a building permit, are not subject to a subdivision improvements agreement, or are not subject to an annexation agreement. A right-of-way permit shall be required by the City for these improvements.

(j) *Restrictions.* In addition to the general regulations prescribed herein, curb cuts and driveway aprons to be constructed or altered in districts must conform to the following:

(1) Where a property abuts more than one city street, the maximum curb cut permitted on each street shall be considered separately and shall be governed by the frontage of the property on that street. The City may require curb cut access to the lower street classification. For example, the City may require curb cut access to a local access street rather than an arterial street for a property that fronts both a local access and arterial street.

(2) Two~~Unless modified by (h)(1) and (h)(2), two~~ (2) or more curb cuts serving the same property must be separated by islands with full height curb not less than twenty-five (25) feet long, except on arterial roads where there shall be a minimum of one hundred (100) feet of separation.

(3) ~~Where a property width is sixty (60) feet or less,~~A joint curb cut ~~with an adjoining property of sixty (60) feet or less~~is allowed between two adjoining properties. ~~may be constructed at a maximum width of twenty-eight (28) feet.~~ Both property owners must be in agreement to a joint curb cut and must submit a copy of their written agreement and a recorded easement to the city that identifies maintenance responsibilities between the private parties.

(k). Administrative relief.

A. *Applicability.*

1. Administrative relief allows the modification of an existing numeric dimensional standard to accommodate site-specific or minor construction issues.

2. Administrative relief is applicable to new development, and redevelopment.

3. Administrative relief may be requested either as part of an original application or as a modification to an existing approval.

B. *Authority.* Administrative relief may be requested by an applicant qualified to request a primary development approval or amendment.

C. *Procedures.*

1. All applications for administrative relief shall identify the specific issue that the administrative relief is intended to address and how the administrative relief will resolve that issue:

   (a) A written request for administrative relief prior to construction shall be submitted with the project site plan application.

   (b) A written request for administrative relief to address a minor construction issue shall be submitted with the approved project site plan, a written description of the minor construction issue, and an amended drawing of that part of the site for which the administrative relief is requested.

D. *Permitted types of administrative relief.*

1. In all zoning districts an applicant may request the following adjustments through administrative relief:

   (a) Up to ten (10) percent reduction in minimum separation between curb cuts serving the same property.

   (b) Up to ten (10) percent reduction in minimum separation distance to public improvements or installations.

   (c) A five (5) foot separation distance from public improvements or installations to the driveway rather than curb cut where the improvements or installations sit at least ten (10) feet behind the curb.

   (d) Up to ten (10) percent reduction in minimum separation distance to points of curvature of any curb radius at intersections of a local street.

2. Administrative relief may not:

   (a) Permit a curb cut to extend beyond the side property line of the property being served by the curb cut;

   (b) Be used to reduce private street, roadway, or drive aisle widths

E. *Decision criteria.* The City Engineer or their designee shall approve or deny the application and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial.

F. *Appeal process.* If the applicant would like to appeal a denial, they can submit a written request to the City Engineer to take the matter forward to the City Council for a deviation pursuant to item (l) below.

(l) *Deviation.* Permission to deviate from the requirements and regulations of this section shall be granted by the city council only where unusual conditions or strict adherence to this section would cause undue and extreme hardship.

Section 2. **EFFECTIVE DATE.** This ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law.

Section 3. **REPEALER.** All resolutions and ordinances of the City Code inconsistent herewith are hereby repealed.

Section 4. **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 or application, and, to this end, the provisions of this ordinance are declared severable.

PASSED by the City Council on first reading the _____ day of _____, 2025.

PASSED, ADOPTED and APPROVED on second reading this _____ day of _____, 2025~~2~~.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____
Denise R. Bohlman, City Clerk

City Council Regular

Date:	04/28/2025
Title:	W.O. 25-19: Transportation Corridor Plan Update--Special Presentation
Presented by:	Debi Meling
Department:	Public Works
Presentation:	Yes
Legal Review:	Not Applicable
Project Number:	N/A

RECOMMENDATION

This is a special presentation only on the development of the scope of work for the Transportation Corridor Plan. No action will be taken but staff is looking for direction on any changes prior to bringing the contract to Council for execution.

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

Council will be asked to consider authorizing and executing a Contract for Professional Services with Kittelson & Associates, Inc. for services related to the development of the Transportation Corridor Plan at a future regular business meeting. The City of Billings, through this Transportation Corridor Plan, seeks to identify community priorities to establish a vision and framework for continuing to build and maintain a safe transportation network. Through this planning effort, the City of Billings will develop guidance for transportation corridors that accounts for community desires, functions of the roadway, neighborhood character, and future land use while recognizing that not every street can or should prioritize every mode. This plan will be reflective of the community's needs, meaning community engagement will be comprehensive and critical.

This contract will be focused on the community outreach component of the project, and the majority of the contract will be for community engagement and technical analysis. Community engagement will be accomplished by using visual aids (renderings, infographics, maps, graphic-based surveys) to gather feedback and gain an understanding of the community's vision for arterial and collector roadways within Billings. The scope of work includes assistance with in-person engagement (open houses, community group meetings, pop-up events), digital advertising, and allocations for online engagement (social media engagement, online surveys). This project will be led by City staff and assisted by the Consultant. Significant staff time will be spent on this phase of the project, including in-person engagement, development and vetting of concepts, and coordination between various City departments. This contract will not include the final plan, although the results of this effort will be thoroughly documented. The intent is that the scope of work for the final plan will be determined after the community engagement component is completed. A contract for the final deliverable document (Transportation Corridor Plan) may be requested after this contract is completed.

The City publicly advertised a Request for Proposal in the Yellowstone County News and on the City website on September 6th, 13th, 20th, 27th, and October 4th, 2024. Two proposals were received - one from Kittelson & Associates, Inc. and one from Sanbell. The Kittelson & Associates team was selected based on staff review of their proposal, which demonstrated experience in transportation planning and engineering, public outreach, and local knowledge. The selection was based on criteria including firm experience, project manager, key project staff and subconsultants, available resources and consultant location, and project methodology and approach. Development of the scope of work is ongoing. The execution of the contract will be brought to City Council as a consent agenda item during an upcoming regular business meeting.

ALTERNATIVES

Not applicable - staff presentation only.

FISCAL EFFECTS

There are no fiscal effects with this presentation. Fiscal effects of the Transportation Corridor Plan will be detailed with the contract.

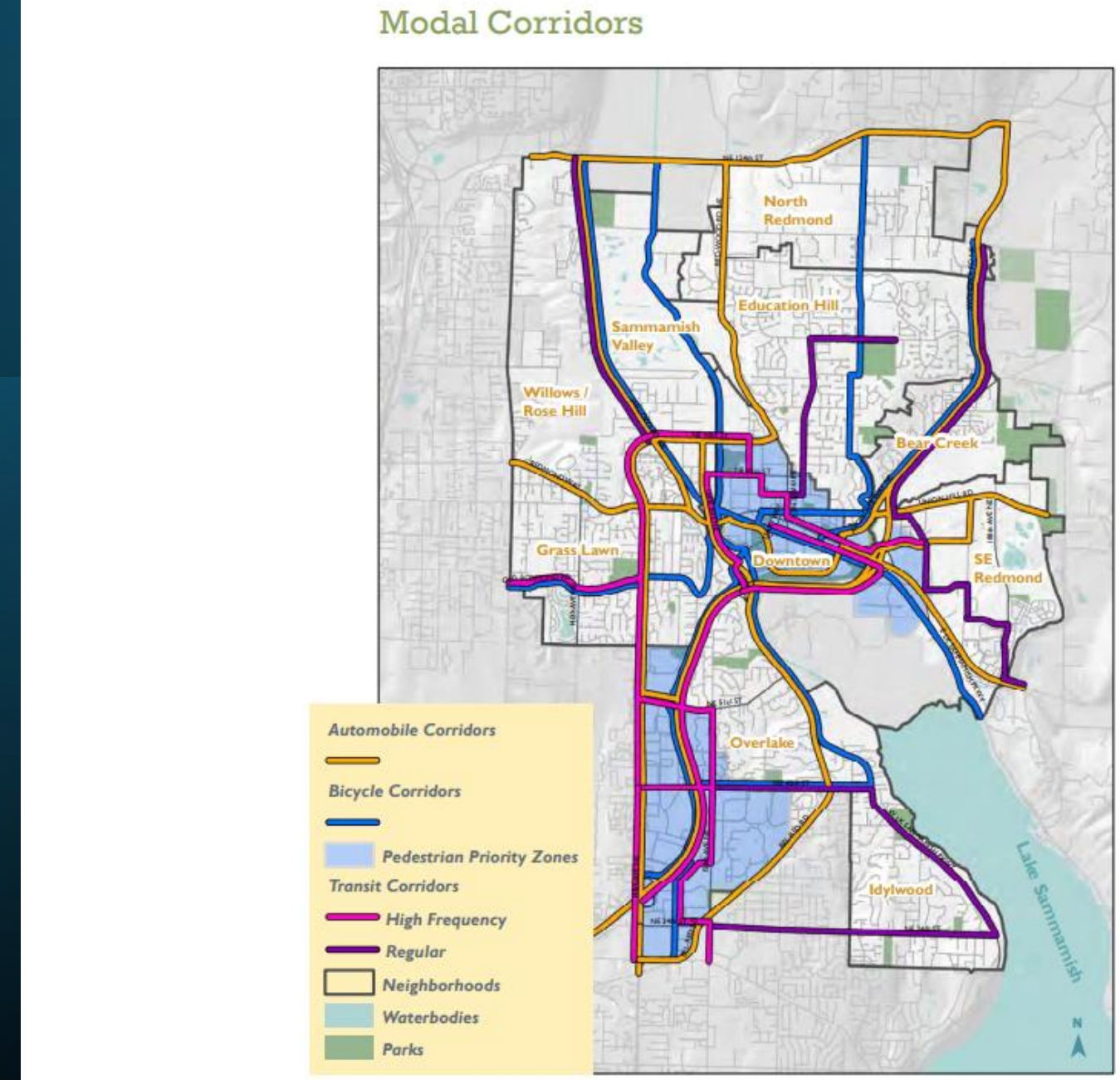
Attachments

Transportation Corridor

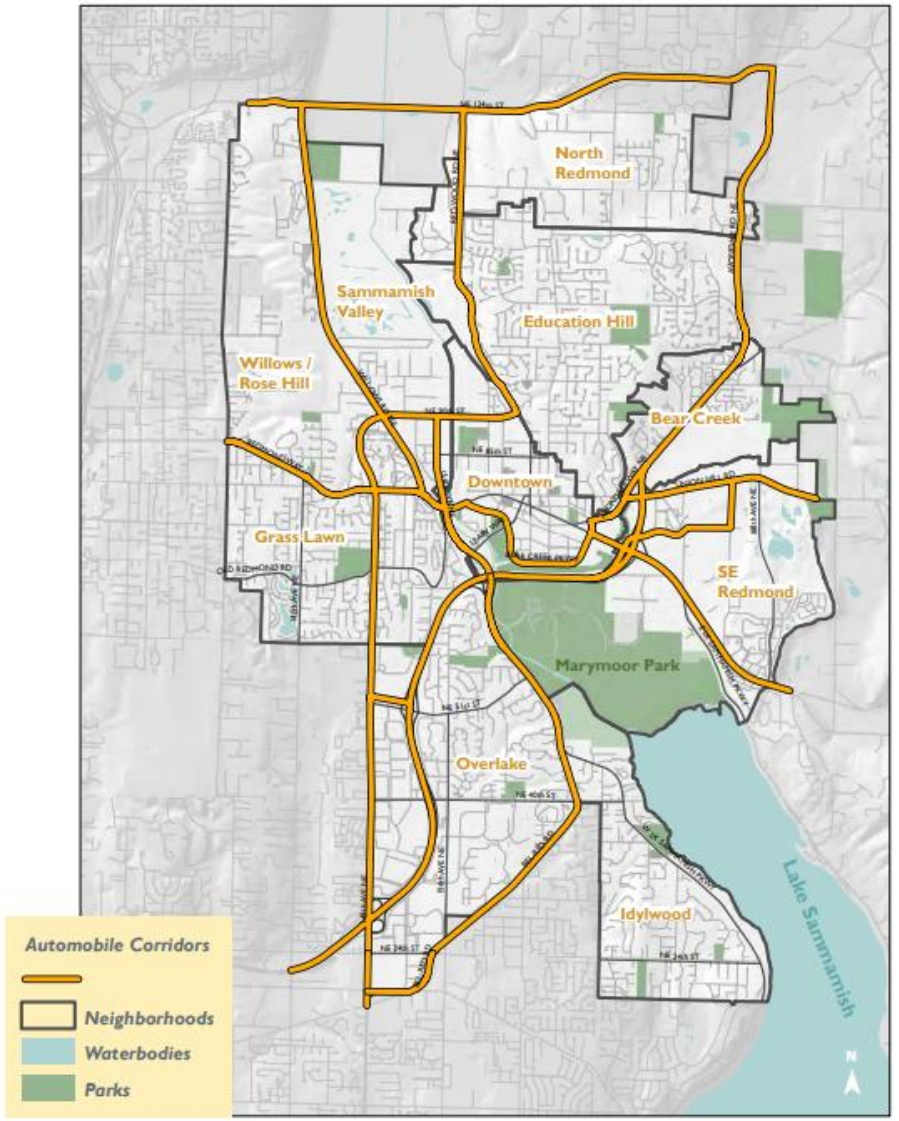
Transportation Corridor Plan

- Identify community priories, goals, and vision
- Guidance for transportation corridors for all modes → ***modal corridors***
- Typical sections based on street classification → ***street typologies***
  - Appropriate traffic calming by classification
  - Appropriate multi-modal facilities by classification
- Coordination of Zoning Code and typical sections
- Overlay districts for urban centers, retail centers, etc

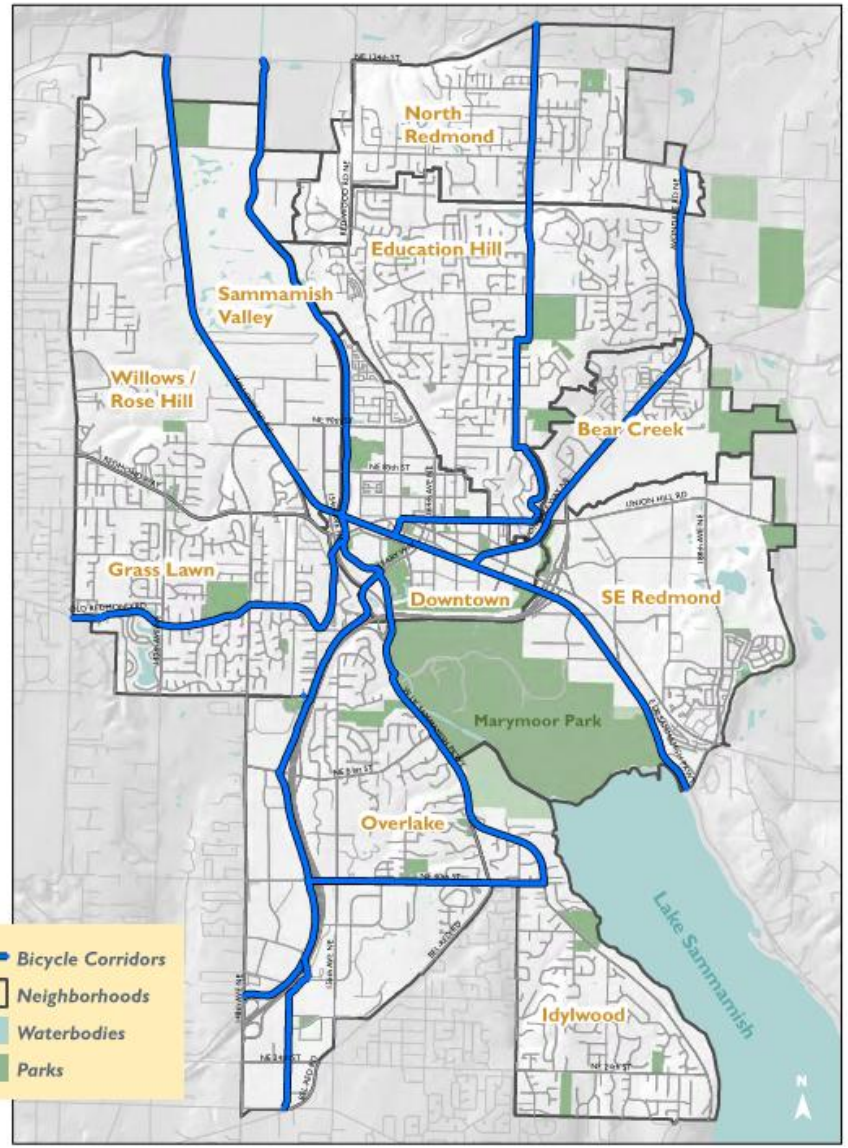
Modal Corridor Example – City of Redmond



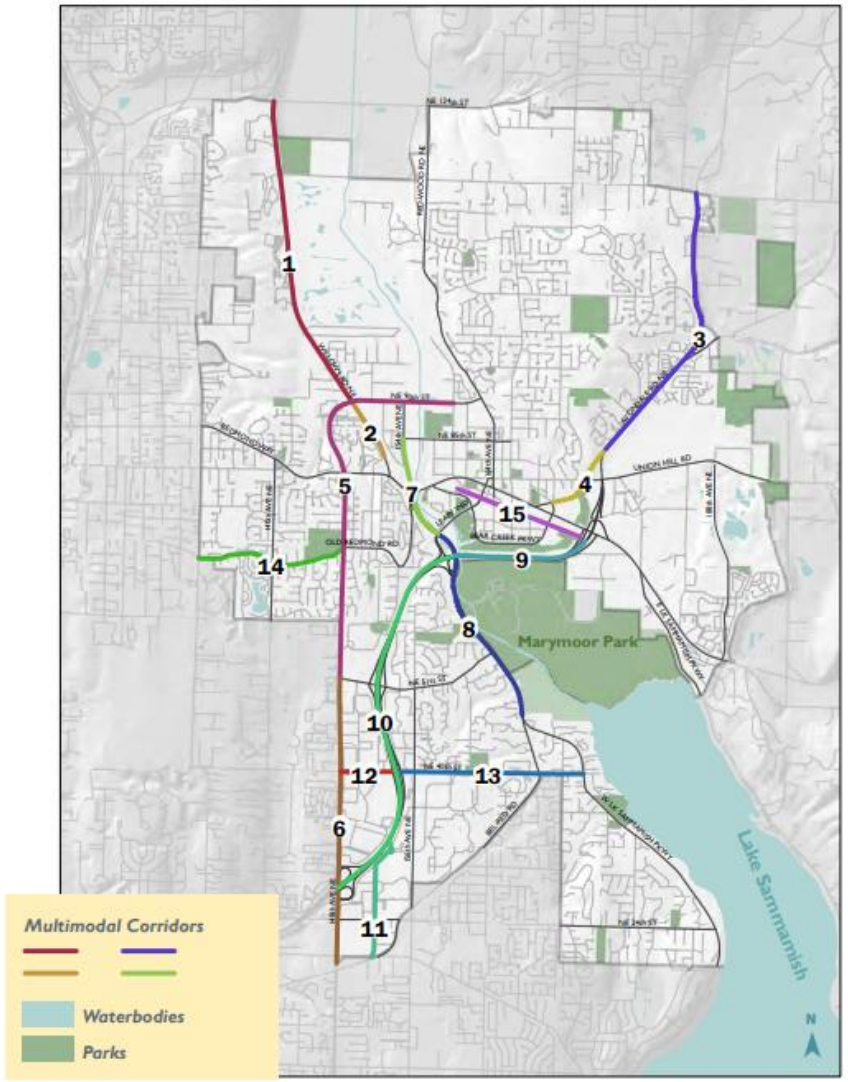
Automobile Modal Corridors



Bicycle Modal Corridors



Multimodal Corridors



ID	Combined Modal Description (continued)
3	**Street** – Principal arterial. Provide for freight movements and vehicle travel. Provide safe and convenient bidirectional access for residents. Improve access management and discourage speeding.
	Transit – Medium demand corridor. Improve transit access through additional or better aligned crossings. Improve transit speed and reliability through signal priority and measures that decrease delay for transit vehicles. Stop treatments and location should avoid conflicts with cyclists.
	Bicycle – Provide one-way raised cycle track where existing bicycle lanes are located. Provide high-quality access across corridor to encourage use and discourage wrong-way riding.
4	**Street** – Minor arterial. Provide for vehicle travel.
	Bicycle – Bicycle Lane. As a modal corridor bicycle lane, provide bicycle lanes up to stop bar at intersections and provide bicycle positioning markings through intersections. Support high-quality transition to Bear Creek Trail.
5	**Street** – Principal arterial. Provide for freight movements and vehicle travel.
	Transit – High Demand Corridor with Bus Rapid Transit service. Improve transit speed and reliability through signal priority and measures that decrease delay for transit vehicles, in particular at BRT stops and for turns from NE 51st Street to 148th Avenue NE.
6	**Street** – Principal arterial. Provide for freight movements and vehicle travel. Add northbound lane from south city limit with Bellevue to the eastbound SR 520 on-ramp.
	Transit – High Demand Corridor with Bus Rapid Transit service. Improve transit speed and reliability through signal priority and measures that decrease delay for transit vehicles, in particular at BRT stops and for turns from NE 40th Street to 148th Avenue NE. Transit stops locations should be coordinated with existing and new signalized crossings.
	Pedestrian – Provide signalized crossings to support significant pedestrian volumes. Provide trail to support bicycle and pedestrian travel on east side of roadway.
7	**Street** – Principal arterial. Provide for freight movements and vehicle travel.
	Transit – High Demand Corridor, critical to regional routes on SR 520. Support access through improved crossings, improved sidewalks (none exist along most of the corridor), and connections to the new Redmond Central Connector. Evaluate potential for relocating stops closer to Leary Way intersection.
8	**Street** – Principal arterial. Provide for freight movements and vehicle travel.
	Bicycle – Paved, Shared-Use Path. Complete the Sammamish River Trail along the east side of West Lake Sammamish Parkway as a separate but adjacent bicycle and pedestrian corridor. Provide access to and from the land uses across West Lake Sammamish Parkway.

Pedestrian Priority Zones

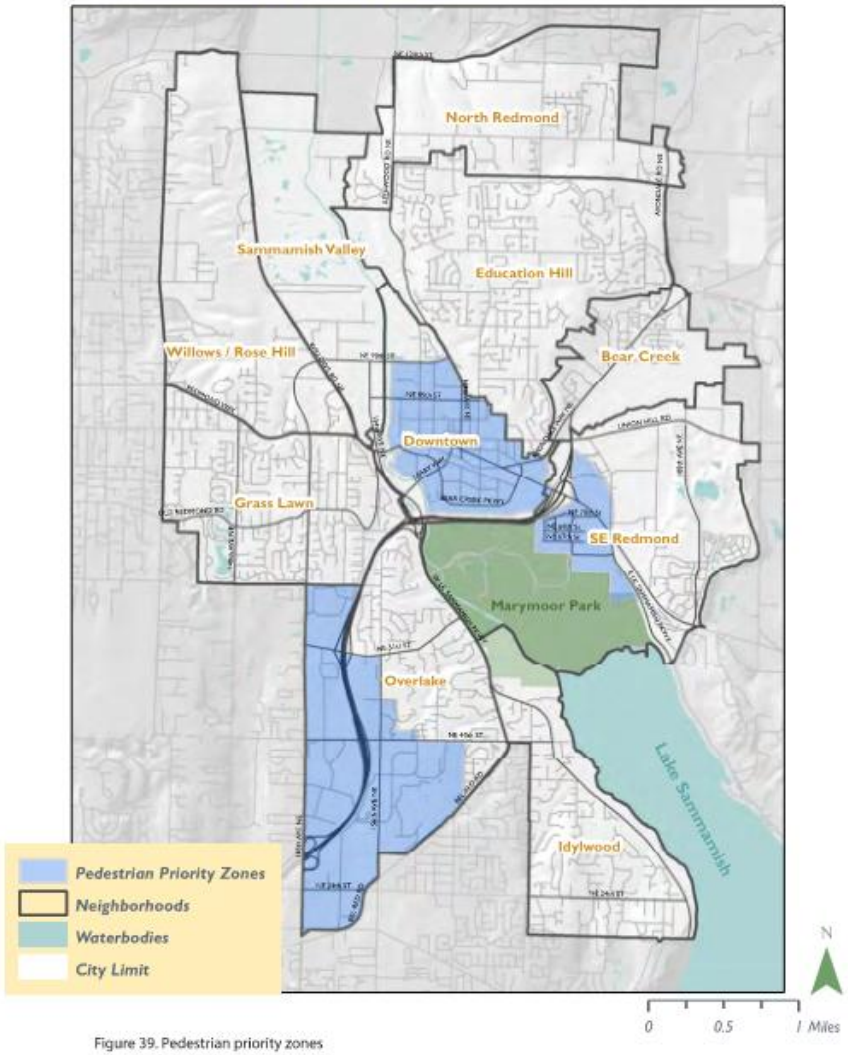


Figure 39. Pedestrian priority zones

Typology Example – Guidance

Arterials

Pedestrian Guidance

Major arterials must provide a safe environment for people walking from their homes to transit and other key destinations.

High Visibility Crosswalks (A): At arterial crossings, high visibility crosswalks are recommended. It is important to note that crosswalks on arterials should be developed in conjunction with other treatments, such as signalization, beacons, etc.

Pedestrian Signals: Leading pedestrian intervals and automatic pedestrian signals are recommended near schools, parks, and areas with significant numbers of people walking.

Mid-Block Crossings: Mid-block crossings can be used to create direct connections between neighborhoods and important destinations for people walking, such as parks, playgrounds, and schools. Because of the speeds and volumes on arterials, signals or **pedestrian hybrid beacon crossings (B)** are needed to create safe mid-block crossings.

Traffic Calming Guidance

Additional design tools may be needed to ensure speeds are safe for all street users on arterials.

Planted Center Medians (B): Planted center medians narrow the field of vision for drivers and can result in slower vehicle speeds.

Signal Coordination: Signals should be timed to enable the progression of vehicles traveling at the speed limit and to disincentivize speeding.

Speed Feedback Sign: Speed limits may be lowered adjacent to parks, recreation areas and open spaces, and speed feedback signs help remind drivers that they are passing at or through a slower travel zone.

Narrow Travel Lanes: Reducing the width of travel lanes requires more cautious driving and can reduce vehicle speeds.

Bicycle Guidance

Arterials typically provide direct connection to key destinations and require enhanced bicycle facilities.

Shared Use Path (D): Should be applied where high bike and pedestrian usage is anticipated and where very limited crossings (driveways and intersections) are present.

Buffered Bike Lane (E): If a protected bike facility is not feasible, an on-street lane with a buffer may be applicable.

Protected Bike Lanes (F): One- or two-way bicycle-only paved paths on each side of street with protection between them and the street. They should be used in areas of higher bike and pedestrian activity.

Trail Crossings: Where trails cross arterials, consider a raised center median to slow vehicles and create a two-stage crossing for bicyclists. Trail crossings may also benefit from user-activated Pedestrian Hybrid Beacons or Rectangular Rapid Flashing Beacons (B).

Median Guidance

Arterials often have a raised median with left turn lanes. Design of the raised median should focus on visually narrowing the street, which slows traffic, and also provides pedestrian and bicycle refuge space for two-stage crossings. Green infrastructure can also be included in raised medians. It is important; however, to ensure that landscaping does not visually obstruct bicyclists and pedestrians from approaching motorists.

Transit Guidance

Transit shelters should be provided at every stop to offer protection from the sun and wind and a place to sit. Each stop should include information on the routes that service that stop and their schedules. Protected bike lanes and shared use paths are recommended for streets with transit stops to prevent conflicts between the bicycle and the transit vehicle. For on-street bike facilities, clear markings should highlight conflict area.

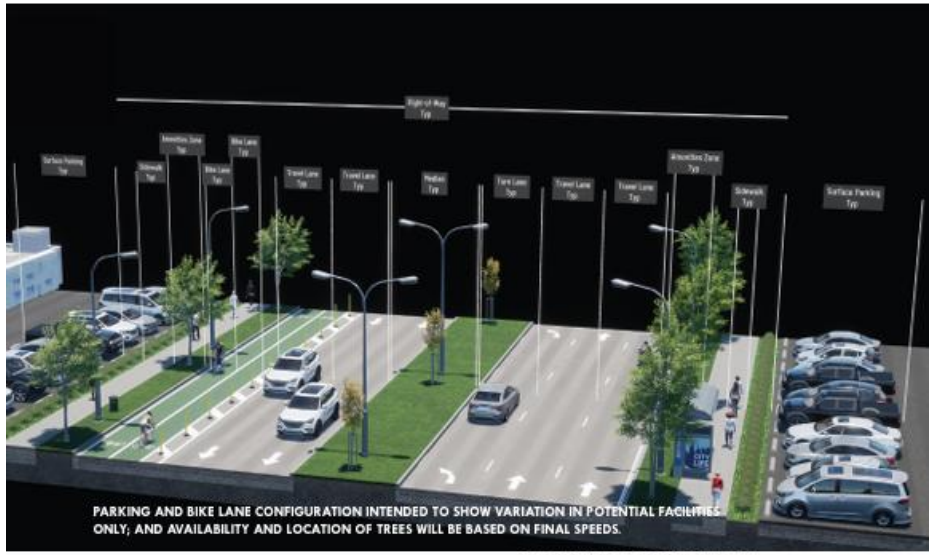
Typology Example – Typical Sections

THE **BLUEPRINT** FOR ARTERIALS

GATEWAY CORRIDOR *SUBURBAN* GWC-S

DESCRIPTION AND INTENTION:

A typology for the region's iconic and unique streets that link through and adjacent to urban cores and population / employment centers to foster special moments, create gateway experiences, and establish signature focal points for the community. A suburban Gateway Corridor is characterized by its provision of transit facilities and amenities, as well as its consideration for local land access and access management. Bicycles and freight should be considered where applicable.



PARKING AND BIKE LANE CONFIGURATION INTENDED TO SHOW VARIATION IN POTENTIAL FACILITIES ONLY; AND AVAILABILITY AND LOCATION OF TREES WILL BE BASED ON FINAL SPEEDS.

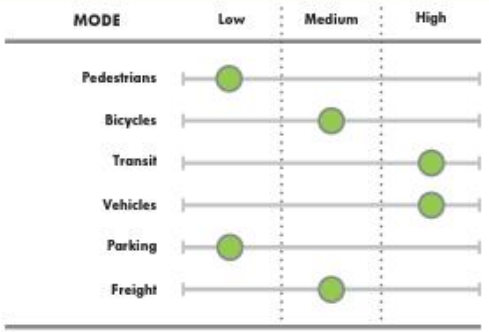
APPLICABLE CONTEXTS:

AASHTO Context	Municipality
Suburban (S)	SLC; SCC

CONTEXT CHARACTERISTICS:

Factors	Quantitative Metric
Development Density	1-3 Stories typical; heights often much shorter; and parcels are often less built out.
Land Uses	Mostly horizontal separation of uses with limited areas that have vertical mixing of land uses within buildings.
Building Setbacks	> 25' front and side setbacks with a wide range of distances and low consistency.
Parking Location	< 20% On-street parking. > 60% Off-street parking. < 20% In buildings / structures.

TYPICAL MODAL PRIORITY:



OTHER MODAL CONSIDERATIONS:

Pedestrians	Preferred: Wide sidewalks with amenities.
Bicycles	Preferred: If included, protected facilities preferred.
Transit	Recommended: LRT, STC, BRT, or BUS facilities and amenities.
Vehicles	Recommended: Turn lanes or medians.
Parking	Optional: On-street parking and curb space for loading and pickup.
Freight	Preferred: Provisions for larger design vehicles.

OTHER DESIGN CONSIDERATIONS

Right-of-Way (LF)	80'-120' TYP
Vehicle Lanes (one way)	0-3 TYP
Posted Speed (MPH)	25 MAX
AADT (#)	5,000-15,000 TYP
Intersection / Crossing Density (#/LF)	250'-500' TYP

APPLICABLE TOOLS:

Type A: Features inside the Curb

- Y — Lowering Design Speed (Restriping or Moving Curbs)
- Y — Road Diets / Narrowing Lanes
- Y — Dedicated Transit Lanes / Bus Pull-Outs
- M — Dedicated / Protected Bike Lanes
- N — Traffic Calming Bollards

Type B: Intersections and Crossings

- Y — Roundabout Intersections
- Y — Protected Bike Intersections
- M — Raised Intersections / Crossings
- Y — Floating Transit Islands / Mobility Hubs
- Y — Queue Jump Lanes / Transit Signal Priority (TSP)
- M — Green Bike Crossings / Left Turn Boxes
- M — Standard / Floating Island Curb Extensions
- M — Midblock Crossings
- Y — Pedestrian Refuge Islands
- M — Intersection Turn Modifications
- M — Protected-Only Left Turns

Type C: Features outside the Curb

- Y — Shared-use Path / Elevated Bike Lane
- Y — Pedestrian / Hybrid Sidewalk Lighting
- Y — Street Trees / Landscaping
- Y — Vertical Amenities (A variety of items)

LEGEND

- Y — *Yes, the tool should be considered.*
- M — *Maybe, the tool could be utilized.*
- N — *No, the tool is not ideal.*

SEE PAGE X FOR FULL TOOL DETAILS

Typology Example – Typical Sections

THE BLUEPRINT FOR ARTERIALS

MAIN STREET SUBURBAN — MNS-S

DESCRIPTION AND INTENTION:

A typology for the region's smaller, active and walkable commercial districts that build communities around neighborhoods, create unique suburban experiences, and foster unique local character in small towns through sensitive density, height, and uses. A suburban Main Street is characterized by its provision of wide sidewalks and amenities and bicycle facilities and amenities that support regional connections. If space is available, on-street parking may be included, along with consideration for freight by design vehicle.

PARKING AND BIKE LANE CONFIGURATION INTENDED TO SHOW VARIATION IN POTENTIAL FACILITIES ONLY.

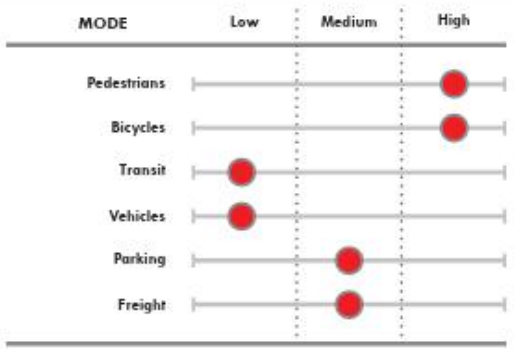
APPLICABLE CONTEXTS:

AASHTO Context	Municipality
Suburban (S)	SLC; SCC

CONTEXT CHARACTERISTICS:

Factors	Quantitative Metric
Development Density	1-3 Stories typical; heights often much shorter; and parcels are often less built out.
Land Uses	Mostly horizontal separation of uses with limited areas that have vertical mixing of land uses within buildings.
Building Setbacks	> 25' front and side setbacks with a wide range of distances and low consistency.
Parking Location	< 20% On-street parking. > 60% Off-street parking. < 20% in buildings / structures.

TYPICAL MODAL PRIORITY:



OTHER MODAL CONSIDERATIONS:

Pedestrians	Recommended: Wide sidewalks with amenities.
Bicycles	Recommended: Protected or separate facilities preferred.
Transit	Optional: LRT, STC, BRT, or BUS facilities and amenities.
Vehicles	Optional: If needed, turn lanes or medians.
Parking	Preferred: On-street parking and curb space for loading and pickup.
Freight	Preferred: Provisions for larger design vehicles.

OTHER DESIGN CONSIDERATIONS:

Right-of-Way (LF)	60'-80' TYP
Vehicle Lanes (one way)	0-2 TYP
Posted Speed (MPH)	25-30 MAX
AADT (#)	5,000-10,000 TYP
Intersection / Crossing Density (#/LF)	250'-500' TYP

APPLICABLE TOOLS:

Type A: Features inside the Curb

- Y — Lowering Design Speed (Restriping or Moving Curbs)
- Y — Road Diets / Narrowing Lanes
- N — Dedicated Transit Lanes / Bus Pull-Outs
- Y — Dedicated / Protected Bike Lanes
- M — Traffic Calming Bollards

Type B: Intersections and Crossings

- M — Roundabout Intersections
- M — Protected Bike Intersections
- M — Raised Intersections / Crossings
- M — Floating Transit Islands / Mobility Hubs
- N — Queue Jump Lanes / Transit Signal Priority (TSP)
- M — Green Bike Crossings / Left Turn Boxes
- M — Standard / Floating Island Curb Extensions
- Y — Midblock Crossings
- M — Pedestrian Refuge Islands
- M — Intersection Turn Modifications
- M — Protected-Only Left Turns

Type C: Features outside the Curb

- M — Shared-use Path / Elevated Bike Lane
- Y — Pedestrian / Hybrid Sidewalk Lighting
- Y — Street Trees / Landscaping
- Y — Vertical Amenities (A variety of items)

LEGEND

- Y — *Yes, the tool should be considered.*
- M — *Maybe, the tool could be utilized.*
- N — *No, the tool is not ideal.*

SEE PAGE X FOR FULL TOOL DETAILS

Land Use and Transportation

- Transportation and land use are interrelated.
- The structure, capacity, and connectivity of transportation infrastructure shape accessibility, which in turn affects land use.
- Land use and its development intensity impact how we travel and the number of trips made.
- The design and function of the transportation system affect the character and identity of a neighborhood, corridor, or district.
- Communities that integrate transportation and land-use policies are better able to manage growth, improve travel efficiency, and contain infrastructure costs.
- Opportunity to coordinate with Future Land Use Map and Comprehensive Plan Update

Scope of Work – Phase I

Phase I – Community Outreach & Technical Analysis – Current Contract

- Phase II – Transportation Corridor Plan Development – Future Contract

Process led by City Staff, assisted by the Consultant

Consultant will assist with community engagement through:

- Visual Aids: renderings, maps, graphic-based surveys
- In-Person Engagement: open houses, community events
- Online Engagement: social media, digital advertising, online surveys

Consultant will provide technical assistance through:

- Concept Development
- Modeling
- Traffic Engineering Support

Project Schedule

- Phase I contract signed – May or June 2025
- Community Engagement – June – December 2025
- Key Events:
  - Strawberry Festival (Downtown) – July
  - Summer Art Walk (Downtown) – August
  - Home Improvement Show (Metra) - September
  - Harvest Festival (Downtown) – October
  - Additional events will be identified and attended
- Phase I Final Summary Presentation – early 2026
- Phase II contract – early 2026
- Transportation Corridor Plan development – 2026
- Transportation Corridor Plan completion – early 2027