**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 St., 5th Floor

MAY 27, 2025 (TUESDAY)

5:30 P.M.

**CALL TO ORDER:** Mayor Cole

**PLEDGE OF ALLEGIANCE:** Mayor Cole

**INVOCATION:** Councilmember Boyett

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

**MINUTES:**

- April 28, 2025
- May 12, 2025

**COURTESIES:**

**PROCLAMATIONS:**

- June - Mens' Health Month
- Shriners' International Anniversary - June 6th

**COUNCIL REPORTS:**

**ADMINISTRATOR REPORTS - CHRIS KUKULSKI**

**PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1, 2 and 11 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. 25-01, Contract 2: 2025 Sanitary Sewer Replacement Project.** (Opened 05/06/25) Zones 1 and 2. Recommend Askin Construction, LLC.
2. **W.O. 25-13: Annual Stormwater Rehab Program.** (Opened 05/06/25) Recommend Earth Movers Excavation, Inc.

B. **Change Order No. 5, W.O. 19-12: West End Reservoir Project;** Dick Anderson Construction, Inc.

C. **Amendment No. 6,** to the Purchase and Sale Agreement (PSA) for City Hall building at 210 N. 27th Street with Honaker Realty, LLC and JWT Capital, LLC.

D. **Limited Commercial Ground Leases** with Marchi Family Enterprises, LLC.

E. **Agreement** with Knife River for Fill Project.

F. **Donation** to Parks, Recreation and Public Lands from Big Sky Economic Development for Coulson Park.

G. **Donations** to the Billings Police Department from Bill and Anne Cole, Billings Clinic and Rocky Mountain Glass for Camp Blue Sponsorship.

H. **Public Sidewalk Easement** from Tanner and Jennifer Bennion for public sidewalk and drainage swale.

I. **Final Plat** of High Sierra Subdivision, 20th Filing. *Quasi-Judicial

J. **Final Minor Plat** of Amended Plat of Buffalo Crossing Subdivision, Lot 1, Block 3. *Quasi-Judicial

K. **Resolution** adopting the City's Purchasing Policy.

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

1. April 28, 2025
2. May 5, 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. **TAX INCREMENT FINANCING ASSISTANCE** from the East Billings Urban Renewal District (EBURD) to The Food Truck Stop, located at 202 North 18th Street, for reimbursement for remodeling expenses, up to a maximum reimbursement of $8,967. Billings Industrial Revitalization District (BIRD) Board recommends conditional approval.

   **Recommended Motion:** I move to conditionally approve tax increment financing assistance from the EBURD tax increment finance district funds to The Food Truck Stop, up to a maximum reimbursement of $8,967, as recommended by the BIRD Board.

3. **PUBLIC HEARING AND SPECIAL REVIEW 999:** a special review to allow a drive-through service adjacent to a residential zoning district (south property line) for a proposed new drive-through food service restaurant, generally located at 4140 State Avenue. Zoning Commission recommends conditional approval and adoption of the findings of the 3 criteria. *Quasi-Judicial

   **Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve Special Review 999 and adopt the findings of the 3 criteria, as recommended by the Zoning Commission.

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR ZONE CHANGE 1065:** generally located at 1440 Governors Boulevard. 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 1065 and adopt the findings of the 10 review criteria, as recommended by the Zoning Commission.

5. **PUBLIC HEARING AND FIRST READING ORDINANCE** amending Billings, Montana City Code (BMCC) Section 6-1208, Curb Cuts. Staff recommends approval.

   **Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve First Reading Ordinance amending BMCC, Section 6-1208, Curb Cuts, as recommended by staff.

6. **PUBLIC HEARING AND RESOLUTION** vacating the alley (carriage lane) between Lot 5 and Lot 6, Block 31 in Annafeld Subdivision, Fifth Filing. Staff recommends approval.

   **Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution vacating the alley (carriage lane) between Lots 5 and Lot 6, Block 31 in Annafeld Subdivision, Fifth Filing, as recommended by staff.

7. **PUBLIC HEARING AND RESOLUTION** setting FY26 Street Maintenance District Assessments. Staff recommends approval.

   **Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting annual Street Maintenance District Assessments for FY26, as recommended by staff.

8. **PUBLIC HEARING AND RESOLUTION** setting FY26 Storm Sewer System Fee Rates. Staff recommends approval.

   **Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution setting FY26 Storm Sewer System Fee Rates, as recommended by staff.

9. **PUBLIC HEARING AND RESOLUTION** adopting FY26 Solid Waste Collection, Disposal, and Landfill Fees. Staff recommends approval.

   **Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve a resolution adopting FY26 Solid Waste Collection, Disposal, and Landfill Fees, as recommended by staff.

10. **PUBLIC HEARING AND RESOLUTION** adopting FY26 and FY27 Water and Wastewater Rates and Fees. Staff recommends approval.

    **Recommended Motion:** Having conducted a public hearing, considered written and spoken public testimony, I move to approve the Resolution adopting FY26 and FY27 Water and Wastewater Rates and Fees, as recommended by staff.

11. **ADDENDUM** to City Administrator's employment agreement.

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

COUNCIL INITIATIVES:

**ADJOURN:**

*Council Chambers are readily accessible to individuals with physical disabilities.*

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

~ ~ ~ 

City Council Regular

**Date:** 05/27/2025
**Title:** W.O. 25-01, Contract 2: 2025 Sanitary Sewer Replacement Project, Bid Award
**Presented by:** Debi Meling
**Department:** Public Works
**Presentation:** No
**Legal Review:** Template Contract
**Project Number:** N/A

## RECOMMENDATION

Staff recommends that City Council award a contract for W.O. 25-01, Contract 2: 2025 Sanitary Sewer Replacement Project, Zones 1 and 2 to Askin Construction, LLC. in the amount of $3,286,717.

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

The City replaces and upgrades its sanitary sewer utilities as part of an annual maintenance program. This project will replace approximately 12,500 feet of existing sanitary sewer. The sewer mains being replaced by this project were selected based on age, video inspection condition assessment, root intrusion history, and sewer back-up history. This project will replace sanitary sewer mains that were installed between 1907 and 1953 and are made of clay tile. These sewer mains exhibit broken and cracked pipe and many sections need yearly root intrusion removal and maintenance. The sewer mains to be replaced or rehabilitated are in two primary geographical areas. The first area is near South Park where 4,100 feet of 15-inch to 22-inch diameter sewer trunk main will be replaced or rehabilitated. The second area is west of Highlands Golf Club, generally bound by 10th and 14th Streets West and O'Malley and Delphinium Drives, where 8,400 feet of 8-inch and 10-inch diameter sewer mains will be replaced.

The project was advertised on April18, April 25, and May 2, 2025, in the Yellowstone County News and on the City's website. Bids were opened on May 6, 2025, and 3 bids were received. For the total of Zones 1 and Zone 2, Askin Construction, LLC., submitted the lowest, responsible bid.

## ALTERNATIVES

City Council may:

- Award W.O. 25-01, Contract 2: 2025 Sanitary Sewer Main Replacement, to Askin Construction LLC. in the amount of $3,286,717 for Zone 1 and Zone 2; or,
- Do not award a contract and reject all bids. If the project is not awarded, the City's sanitary sewer collection system in these areas will continue to be unreliable and may experience ongoing maintenance problems, back-ups, and expenses.

## FISCAL EFFECTS

The following bids were received:

| Contractor | Zone 1 | Zone 2 | Total Bid Price |
|---|---|---|---|
| Askin Construction LLC | $2,481,049.00 | $805,668.00 | $3,286,717.00 |
| COP Construction LLC | $2,476,845.00 | $1,106,160.00 | $3,583,005.00 |
| Western Municipal Construction | $2,667,442.50 | $1,130,556.00 | $3,797,998.50 |

The project was budgeted in FY25 using Wastewater Funds in the amount of $5,500,000. Considering this contract, previous project encumbrances and expenses of $783,198, there is about $1,430,086 remaining in the budget. Remaining funds will be used for additional sewer replacement projects and any change orders.

City Council Regular
**Date:** 05/27/2025
**Title:** W.O. 25-13: Annual Stormwater Rehabilitation Program, Bid Award
**Presented by:** Debi Meling
**Department:** Public Works
**Presentation:** No
**Legal Review:** Template Contract
**Project Number:** N/A

## RECOMMENDATION
Staff recommends that City Council award a contract for W.O. 25-13: Annual Stormwater Rehabilitation Program to Earth Movers Excavation, Inc. in the amount of $399,741.

## BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)
W.O. 25-13: Annual Stormwater Rehabilitation Program, is a project that will upgrade and replace existing stormwater infrastructure throughout the City. The City has an annual stormwater rehabilitation and replacement program to identify and replace components of the stormwater system that have either failed, will fail in the near future, or are degraded to a point where localized flooding occurs. Components of the stormwater system under this program include pipes, manholes, inlets, French drains, and overland flow channels. This project addresses four individual project locations where failed infrastructure causes localized right-of-way flooding and substantial staff maintenance time to keep public roadways serviceable during and after storm events. These stormwater components have reached the end of their design lifespan and were identified as needing to be upgraded and replaced as part of the Stormwater Utility development process.

The project was advertised on April 11, 18, 25, and May 2, 2025, in the Yellowstone County News and on the City's website. Bids were opened on May 6, 2025. Seven bids were received. Earth Movers Excavation, Inc. submitted the lowest, responsible bid.

## ALTERNATIVES
City Council may:

- Award W.O. 25-13: Annual Stormwater Rehabilitation Program, to Earth Movers Excavation, Inc. in the amount of $399,741; or,
- Do not award a contract and reject all bids. If the contract is not awarded, rehabilitation of stormwater system components will be delayed, which increases the risk of full component failure, localized flooding, and increased City staff maintenance costs.

## FISCAL EFFECTS
The following bids were received:

| CONTRACTOR | BID |
|---|---|
| Earth Movers Excavation, Inc. | $399,741.00 |
| Western Municipal Construction, Inc. | $419,415.00 |
| Askin Construction | $467,780.00 |
| 7F Services, LLC | $480,921.23 |
| Hample Excavation, Inc. | $510,609.50 |
| Heart 7 Enterprises, LLC | $546,490.00 |
| COP Construction | $683,530.00 |

The project was budgeted in FY25 using Storm Funds in the amount of $375,000. The overage will be covered with cost savings from the Wicks Lane project due to the grant that was received. There are sufficient funds to award this project.

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | W.O. 19-12, West End Reservoir Project: GC/CM Contract Change Order No. 5, Pump Station Electrical Installation, Fill Material Delivery, and Box Culvert & Pipe Procurement |
| **Presented by:** | Debi Meling |
| **Department:** | Public Works |
| **Presentation:** | No |
| **Legal Review:** | Template Contract |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that the City Council approve Change Order No. 5 to the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (Construction Contract) with Dick Anderson Construction, Inc. for the W.O. 19-12: West End Reservoir Project for a Guaranteed Maximum Price of $6,102,529.48.

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

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

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

On November 25, 2024, City Council approved Change Order No. 2 for the construction of the BBWA Raw Water Delivery (RWD) Facilities in a GMP amount of $13,553,020.76. Work includes construction of a BBWA Unloader Structure, Screen Structure, Diversion Channel, Raw Water Pump Station (RWPS), a Canyon Creek Diversion Structure, gravel access roads, and 36, 42, and 60-inch connecting piping.

Change Order No. 3 for dewatering pumping improvements for a GMP of $165,070.04 was approved by City Council on December 16, 2024 and allowed for construction of pumping systems that enabled more efficient winter operations and continuous dewatering of the north reservoir site.

On January 27, 2025, City Council approved Change order No. 4 for a GMP of $2,168,482.86 to clear a portion of the future north reservoir cell, remove refuse, and install 5,000 linear feet of permanent dewatering drain pipe. Exploratory excavation located buried concrete and confirmed depth to shale. Material excavated to install the dewatering pipe was placed in lifts adjacent to the dewatering trench to 10-12 feet above grade for future installation of WEWTP Zone 3 water transmission main.

Change Order No. 5 now under consideration includes:

- Installing components procured under Change Order No. 1 and other electrical equipment to control and operate the Raw Water Pump Station, BBWA Unloader Structure, Screen Structure, and Canyon Creek Diversion Structure.
- Clearing and grubbing the City's north reservoir cell property, excavating 500,000 cubic yards of material, and hauling it to and depositing it on the adjacent property.
- Procuring a 6' x 5' x 150' concrete box culvert to connect the north and south reservoir cells and various lengths of 24", 30", 42" and 48" fiberglass reinforced pipe to complete deep utility work. Installing the culvert and pipe beneath Hesper Road would occur later this summer under a future change order, but it is being procured now due to long delivery lead time.
- Procuring an 8' x 8' x 200' culvert to serve as a pedestrian crossing beneath Hesper Road. This culvert would also be installed later this summer under a future change order. Significant cost savings can be realized by combining this culvert installation with other deep utility work in the same area.

Portions of work on change orders 1 through 4 are complete and the remainder of the work is progressing satisfactorily.

## ALTERNATIVES

City Council may:

- Approve Change Order No. 5 to the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (Construction Contract) with Dick Anderson Construction, Inc., or,
- Not approve Change Order No. 5. If Council does not approve this change order, the Raw Water Pump Station cannot be operated to deliver water to the WEWTP and Reservoir, and the City cannot begin the initial reservoir excavation and construction, and the culverts and pipe cannot be procured in time to take advantage of schedule and work in proximity-based cost savings that can be realized by installing them later this summer.

## FISCAL EFFECTS

The W.O. 19-12: West End Reservoir Project was budgeted in FY25 using Water Funds. The pedestrian crossing culvert in the amount of $294,314.23 will be funded from street vacation funds received from Intermountain Health.

| | |
|---|---|
| Budget | $74,000,000.00 |
| Previous Change Orders | $16,294,926.00 |
| This Change Order (includes ped crossing) | $6,102,529.48 |
| Pedestrian Crossing<br>Street Vacation Funds | $294,314.23 |
| Remaining Budget | $51,896,858.80 |

---

**Attachments**

WO1912 WER GC/CM Contract CO#5

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

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

## Change Order No. 5

OWNER: City of Billings

CONTRACTOR: Dick Anderson Construction, LLC

DATE: May 14, 2025

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

CHANGE IN CONTRACT PRICE:

| | |
|---|---|
| Original Contract Price: | $153,211.35 |
| Net Increase from Previous Change Orders: | $16,294,926.30 |
| Contract Price Prior to this Change Order: | $16,448,137.65 |
| **Net Increase of this Change Order:** | **$6,102,529.48** |
| Contract Price with all Approved Change Orders: | $22,550,667.13 |

CHANGE IN CONTRACT TIME:

| | |
|---|---|
| Original Contract Time: | N/A |
| Net Change from Previous Change Orders: | 577 |
| Contract Time Prior to this Change Order: | 577 |
| Net Increase of this Change Order: | 0 |
| Contract Time with all Approved Change Orders: | 577 |

DESCRIPTION:

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

- Install all components necessary to power, control and operate the Raw Water Pump Station (RWPS), including: GC-furnished unit substation, VFDs, panels, transformer, power, controls, lighting, duct banks including wire from WEWTP to antenna tower site to unit substation and panels, antenna tower, duct banks including wiring between RWPS, VFDs and panels; power, lighting, and controls at BBWA Unloader, Screen Structure and Canyon Creek Diversion Structure, including duct bank and wire from Screen Structure to BBWA Unloader, including duct bank and wire from RWPS electrical and control facilities to the Screen Structure and to Canyon Creek Diversion Structure *($3,670,353.43 increase)*.
- Excavate 500,000 cubic yards of material from the City of Billings property, and haul it to and deposit it on the adjacent Knife River property as described in the project bid documents. Clear and grub the City's property prior to excavation. Knife River will clear their property and spread and compact the deposited material *($1,502,421.92 increase)*.
- Procure an 8' x 8' x 200' concrete box culvert to function as pedestrian crossing beneath Hesper Road *($294,314.23)*.
- Procure a 6' x 5' x 260' culvert to connect the north and south reservoir cells *($278,260.73 increase)*.



**ConsensusDocs™ 525 - Change Order (Construction Manager Fee Adjustment) - © 2007, Revised 2011.** THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

- Procure various lengths of 24”, 30”, 42” and 48” fiberglass reinforced pipe (FRP) for reservoir-related utility crossings beneath Hesper Road *($357,179.17 increase)*.

REASON FOR CHANGE ORDER:

In order to be ready for summer 2026 WEWTP start-up activities, installation of the electrical equipment procured under Change Order No. 1 for the RWPS needs to begin in 2025. Pricing is based on bids received April 1.

In fulfillment of the agreement between the City of Billings and Knife River, 500,000 cubic yards of material is to be transferred from City property to Knife River property. Pricing is based on bids received April 8.

Due to long delivery lead-time for the box culverts and FRP, procure them now so that they can be installed beneath Hesper Road later this summer under a future change order. Scheduling the work this summer allows the culverts and FRP to be installed beneath and prior to installation of the future Zone 3 water main, takes advantage of a planned Hesper Road closure, and takes advantage of a large out-of-service gas main in Hesper Road.

ATTACHMENTS:

- BBWA Raw Water Delivery – Electrical Installation, Fill Material Delivery, Box Culvert and Piping Procurement, Change Order No. 5 (28pp., 4/30/25, 5/14/25)

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

1. ARTICLE 2 GENERAL PROVISIONS, Section 2.6 DEFINITIONS, 2.6.1.1. Add the following to the list of exhibits that are part of this Agreement:

    - EXHIBITS J, K and L: W.O. 19-12 Billings West End Reservoir, BBWA Raw Water Delivery – Electrical Installation, Fill Material Delivery, Box Culvert and Piping Procurement, Change Order No. 5 (28pp., 4/30/25, 5/14/25)

2. ARTICLE 16 SCOPE OF WORK, Add the following:

    - 16.4 SCOPE OF WORK – CHANGE ORDER NO. 5. Pursuant to Section 3.4 and ARTICLE 7, the Owner and CG/CM desire to establish an additional Guaranteed Maximum Price (GMP) for performance of the portion of Work in accordance with the exhibits listed below, which are part of this Agreement:

        a) EXHIBITS J, K and L: W.O. 19-12 Billings West End Reservoir, BBWA Raw Water Delivery – Electrical Installation, Fill Material Delivery, Box Culvert and Piping Procurement, Change Order No. 5 (28pp., 4/30/25, 5/14/25)

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



**ConsensusDocs™ 525 - Change Order (Construction Manager Fee Adjustment) - © 2007, Revised 2011.** THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

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

GENERAL CONTRACTOR/CONSTRUCTION MANAGER

Name: _____

By: _____

Title: _____

Date: _____

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Date: _____

END OF DOCUMENT.



**ConsensusDocs™ 525 - Change Order (Construction Manager Fee Adjustment) - © 2007, Revised 2011.** THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

DICK ANDERSON CONSTRUCTION

4/30/2025

# EXHIBIT J

City of Billings
Attention: Randy Straus, PE
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

RE: **Raw Wat Delivery – Electrical Installation**
W.O. 19-12 West End Reservoir Project

Dear Mr. Straus,

This letter is to address amending Dick Anerson Construction's (DAC) General Contractor/Construction Manager (GC/CM) Contract Guaranteed Maximum Price (GMP) for the W.O. 19-12 West End Reservoir Project. The proposed amendment includes work directly related for the Raw Water Delivery Electrical Installation Project. The following are attached supporting documents:

- W.O. 19-12 West End Reservoir – Electrical Install – Proposal
- W.O. 19-12 West End Reservoir – Electrical Install – Contingency Breakdown
- W.O. 19-12 West End Reservoir – Electrical Install – Allowance Breakdown
- W.O. 19-12 West End Reservoir – Electrical Install – Bid Results
- Bid Form – Millennium Electric

As discussed in our Project Team Meeting (Included DAC, HDR, and City of Billings representatives), DAC is proposing an Amendment to the GMP in the amount of $3,670,353.43 for the Electrical Installation scope of work.

Thank you for your time and consideration.

**Kyle Kastelitz**
Vice President

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

4/29/2025

# W.O. 19-12 BILLINGS WEST END RESERVOIR

## BBWA RAW WATER DELIVERY - ELECTRICAL BID PACKAGE

ELECTRICAL INSTALL PROPOSAL

| BIDDER | SUBCONTRACTOR NAME | BOND INCLUDED | GRT INCLUDED | SCHEDULE 1 PRICE | SCHEDULE 2 PRICE | BOND ADDER | GRT ADDER | TOTAL | NOTES: |
|---|---|---|---|---|---|---|---|---|---|
| | MILLENNIUM ELECTRIC | YES | YES | $ 2,448,127.00 | $ 643,171.00 | $ - | $ - | $ 3,091,298.00 | |
| | **DIRECT COST OF WORK** | | | | **$ 3,091,298.00** | | | | |

**TOTALS**

| Item | Description | | | | Total | Note: |
|---|---|---|---|---|---|---|
| | DIRECT COST OF THE WORK | | | | $ 3,091,298.00 | See above and Direct Cost of the Work Sheet for breakout. |
| | GC/CM GENERAL CONDITIONS | 0 | MONTHS | $ - | $ - | Per Proposed General Conditions Cost |
| | GC/CM FEE | 7.95% | | $ 3,091,298.00 | $ 245,758.19 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | | $ 3,337,056.19 | $ 33,370.56 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | | $ 3,337,056.19 | $ 41,713.20 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | | $ 3,412,139.96 | $ 34,121.40 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | CONTINGENCY - GC/CM | 4.18% | | | $ 129,319.89 | A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. See Contingency - GC/CM Sheet. Remainder of GC/CM Contingency to be negotiated between City of Billings' and GC/CM. |
| | ALLOWANCE | 3.07% | | | $ 94,772.19 | Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. See Allowance Sheet for breakout. |
| | TOTAL GC/CM COST | | | | **$ 3,670,353.43** | |

4/29/2025

# W.O. 19-12 BILLINGS WEST END RESERVOIR

## ELECTRICAL INSTALL PROJECT

CONTINGENCY

| Item | Description | Budget Quantity | Units | Unit Price | Total | % | Cost | Note: |
|---|---|---|---|---|---|---|---|---|
| | MILLENNIUM ELECTRIC | | | | | | **$ 3,091,298.00** | |
| | MATERIAL ESCALATION / TARIFFS | | | | | | | |
| | APPROX. MATERIAL COST | $ 1,450,000.00 | LS | 8% | $ 116,000.00 | 3.75% | $ 116,000.00 | See attached Email from Millennium Electric |
| | **CONTINGENCY - SUBTOTAL** | | | | | **3.75%** | **$ 116,000.00** | |

**TOTALS**

| Item | Description | | | | Total | Note: |
|---|---|---|---|---|---|---|
| | CONTINGENCY SUBTOTAL | | | | $ 116,000.00 | See above for breakout. |
| | GC/CM GENERAL CONDITIONS | | | | $ - | Not included in Contingency |
| | GC/CM FEE | 7.95% | $ | 116,000.00 | $ 9,222.00 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | $ | 125,222.00 | $ 1,252.22 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | $ | 125,222.00 | $ 1,565.28 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | $ | 128,039.50 | $ 1,280.39 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | TOTAL CONTINGENCY | | | | **$ 129,319.89** | |

4/29/2025

# W.O. 19-12 BILLINGS WEST END RESERVOIR

## ELECTRICAL INSTALL PROJECT

ALLOWANCE

| Item | Description | Budget Quantity | Units | Unit Price | Budget Total | % | Cost | Note: |
|---|---|---|---|---|---|---|---|---|
| | MILLENNIUM ELECTRIC | | | | | | $ 3,091,298.00 | |
| | DESIGN CHANGES | | | | | 0.75% | $ 23,184.74 | POTENTIAL OUT-OF-SCOPE WORK |
| | SITE/FIELD CHANGES | | | | | 2.00% | $ 61,825.96 | POTENTIAL SITE CHANGES AND/OR ADJUSTMENT |
| | **ALLOWANCE - SUBTOTAL** | | | | | **2.75%** | **$ 85,010.70** | |

**TOTALS**

| Item | Description | | | | Total | Note: |
|---|---|---|---|---|---|---|
| | CONTINGENCY SUBTOTAL | | | | $ 85,010.70 | See above for breakout. |
| | GC/CM GENERAL CONDITIONS | | | | $ - | Not included in Allowance |
| | GC/CM FEE | 7.95% | $ | 85,010.70 | $ 6,758.35 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | $ | 91,769.05 | $ 917.69 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | $ | 91,769.05 | $ 1,147.11 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | $ | 93,833.85 | $ 938.34 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | TOTAL ALLOWANCE | | | | **$ 94,772.19** | |

4/3/2025

# W.O. 19-12 BILLINGS WEST END RESERVOIR

## BBWA RAW WATER DELIVERY - ELECTRICAL BID PACKAGE

BID RESULTS

| BIDDER | SUBCONTRACTOR NAME | BOND INCLUDED | GRT INCLUDED | SCHEDULE 1 PRICE | SCHEDULE 2 PRICE | BOND ADDER | GRT ADDER | TOTAL | NOTES: |
|---|---|---|---|---|---|---|---|---|---|
| 1 | CEI CONTRACTORS | NO | NO | $ 2,633,000.00 | $ 722,700.00 | $ 50,335.50 | $ 33,557.00 | $ 3,439,592.50 | |
| 2 | ACE ELECTRICAL CONTRACTORS | NO | NO | $ 4,597,300.00 | $ 1,238,600.00 | $ 58,359.00 | $ 58,359.00 | $ 5,952,618.00 | |
| 3 | MILLENNIUM ELECTRIC | YES | YES | $ 2,448,127.00 | $ 643,171.00 | $ - | $ - | $ 3,091,298.00 | |
| | **RECOMMENDATION OF AWARD** | | | | | | | | |
| | MILLENNIUM ELECTRIC | YES | YES | $ 2,448,127.00 | $ 643,171.00 | $ - | $ - | $ 3,091,298.00 | |
| | **DIRECT COST OF WORK** | | | | **$ 3,091,298.00** | | | | |

# SECTION 00300

# BID FORM

**PROJECT IDENTIFICATION:**

W.O. 19-12 BBWA Raw Water Delivery Electrical & Controls

**CONTRACT IDENTIFICATION AND NUMBER:**

W.O. 19-12 BBWA Raw Water Delivery Electrical & Controls

**THIS BID SUBMITTED TO:**

| | | |
|---|---|---|
| Dick Anderson Construction<br>kkastelitz@daconstruction.com | Dick Anderson Construction<br>4512 South Frontage Road<br>Billings, MT 59101 | Dick Anderson Const.<br>P.O. Box 31511<br>Billings, MT 59101 |

**1.01** The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

| Addendum No. | Addendum Date |
|---|---|
| 1 | 3-14-25 |
| | |
| | |
| | |
| | |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site

which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder .

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such officials immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

**5.01** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Bid Item Description:** The description of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum Bid Items will be paid as a percentage of actual work complete. Percent complete will be based on the schedule of values submitted by the Contractor and approved by the Engineer. The schedule of values will break down the lump sum Bid Items into discrete work activities beyond the breakdown shown on the Bid Schedule. The schedule of values must be submitted and approved by the Engineer before the Contractor can request payment for work under this Contract. General descriptions of the project Bid Items are provided below:

**Bid Schedule I**

**Bid Item No. I-1: Raw Water Pump Station.** This lump sum Bid Item includes all work necessary to power and control the Raw Water Pump Station (RWPS). Electrical and Controls associated with the RWPS include Installation of General Contractor furnished Unit Substation, supply and installation of RWPS VFDs, supply and installation of all panels and transformer with equipment tags beginning with "RWPS", power and controls at the RWPS, Lighting for canopies and pump station. Installation of ductbanks including wiring from connections at the West End Water Treatment plant to Antenna Tower site, to RWPS unit substation an panels noted above. Supply and installation of antenna tower and associated facilities. Ductbank including wire between RWPS, VFD's, and "RWPS" panels. All bonds, insurance, state and local taxes are also included.

**Bid Schedule II**

**Bid Item No. II-1: Other Facilities.** This lump sum Bid Item includes all work associated with power, lighting and controls for the BBWA Unloader, Screen Structure, and Canyon Creek Diversion Structure facilities. Includes ductbank and wire from Screen Structure to BBWA Unloader, ductbank and wire from Raw Water Pump Station electrical and control facilities to the Screen Structure and to Canyon Creen Diversion Structure. All bonds, insurance, state and local taxes are also included.

**BID SCHEDULE I**

**Bid Item No. I-1: Raw Water Pump Station:**

**Base Lump Sum Bid: Total Lump Sum bid in the amount of**

TWO MILLION FOUR HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED TWENTY SEVEN Dollars

(Words)

and ZERO Cents ( 2,448,127.00 )

(Words) (Figures)

**BID SCHEDULE II**

**Bid Item No. II-1: Other Facilities:**

**Base Lump Sum Bid: Total Lump Sum bid in the amount of**

SIX HUNDRED FORTY THREE THOUSAND ONE HUNDRED SEVENTY ONE Dollars

(Words)

and ZERO Cents ( 643,171.00 )

(Words) (Figures)

A. The OWNER reserves the right to reject any or all bids.

**6.01** Bidder agrees that the Work will be substantially completed and competed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**7.01** The following documents are attached to and made a condition of the Bid:

A. None.

**8.01** The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on APRIL 1ST, 2025.

(Date)

Montana Contractor's Registration # (if any) Ele-Uco-Llc-52424

Montana Contractor's Gross Receipts Account # 7150851-003-CGR
(Example: XXXXXX-XXX-CGR)

Employer's Tax ID No. 92-2625658

**If BIDDER is:**

**An Individual:** _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

_____

Phone No.: _____ FAX No: _____

**A Partnership:** _____
(Partnership Name)

By: _____
(Signature)

_____
(Name, typed or printed)

Business Address: _____

_____

Phone No.: _____ FAX No: _____

**A Corporation:** Millennium Electric LLC
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): _____

By: Karina L Buechler Karina L Buech
(Signature of person authorized to sign)

Title: Vice President

Attest: Carson Potter
(Signature)

Business Address: 724 1st Ave N Billings, MT 59101

Phone No.: 406-591-0497 FAX No: _____

Date of Qualification To Do Business Is: 2023

(Corporate Seal)

**A Joint Venture:** Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

DICK ANDERSON
CONSTRUCTION

4/30/2025

# EXHIBIT K

City of Billings
Attention: Randy Straus, PE
City Engineer's Office
2224 Montana Avenue
Billings, MT 59101

RE: **FILL MATERIAL DELIVERY**
W.O. 19-12 West End Reservoir Project

Dear Mr. Straus,

This letter is to address amending Dick Anerson Construction's (DAC) General Contractor/Construction Manager (GC/CM) Contract Guaranteed Maximum Price (GMP) for the W.O. 19-12 West End Reservoir Project. The proposed amendment includes work directly related for the Fill Material Delivery Project. The following are attached supporting documents:

- W.O. 19-12 West End Reservoir – Fill Material Delivery – Proposal
- W.O. 19-12 West End Reservoir – Fill Material Delivery – Contingency Breakdown
- W.O. 19-12 West End Reservoir – Fill Material Delivery – Bid Results
- Bid Form – Millennium Construction

As discussed in our Project Team Meeting (Included DAC, HDR, and City of Billings representatives), DAC is proposing an Amendment to the GMP in the amount of $1,502,421.92 for the Fill Material Delivery scope of work.

Thank you for your time and consideration.

**Kyle Kastelitz**
Vice President

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

4/29/2025

# W.O. 19-12 BILLINGS WEST END RESERVOIR

## FILL MATERIAL DELIVERY BID PACKAGE

PROPOSAL

| BIDDER | SUBCONTRACTOR NAME | BOND INCLUDED | GRT INCLUDED | BASE BID | BOND ADDER | GRT ADDER | TOTAL | NOTES: |
|---|---|---|---|---|---|---|---|---|
| 1 | MILLENNIUM CONSTRUCTION | YES | YES | $ 1,211,800.00 | $ - | $ - | $ 1,211,800.00 | |
| | **DIRECT COST OF WORK** | | | | **$ 1,211,800.00** | | | |

**TOTALS**

| Item | Description | | | | Total | Note: |
|---|---|---|---|---|---|---|
| | DIRECT COST OF THE WORK | | | | $ 1,211,800.00 | See above and Direct Cost of the Work Sheet for breakout. |
| | GC/CM GENERAL CONDITIONS | 0 | MONTHS | $ - | $ - | Per Proposed General Conditions Cost |
| | GC/CM FEE | 7.95% | | $ 1,211,800.00 | $ 96,338.10 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | | $ 1,308,138.10 | $ 13,081.38 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | | $ 1,308,138.10 | $ 16,351.73 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | | $ 1,337,571.21 | $ 13,375.71 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | CONTINGENCY - GC/CM | 12.50% | | | $ 151,475.00 | A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. See Contingency - GC/CM Sheet. Remainder of GC/CM Contingency to be negotiated between City of Billings' and GC/CM. |
| | ALLOWANCE | 0.00% | | | $ - | Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. See Allowance Sheet for breakout. |
| | TOTAL GC/CM COST | | | | **$ 1,502,421.92** | |

4/29/2025

# W.O. 19-12 BILLINGS WEST END RESERVOIR

## FILL MATERIAL DELIVERY PROJECT

CONTINGENCY

| Item | Description | Budget Quantity | Units | Unit Price | Budget Total | % | Cost | Note: |
|---|---|---|---|---|---|---|---|---|
| | MILLENNIUM CONSTRUCTION | | | | | | $ 1,211,800.00 | |
| | UNKNOWN UNSUITABLE MATERIALS | | | | | 5.00% | $ 60,590.00 | EI: BURIED CONCRETE UNSTUITABLE FOR FILL DELIVERY |
| | DELAY IN PRODUCTION DUE TO KNIFERIVER | | | | | 2.50% | $ 30,295.00 | |
| | GROUND WATER ISSUE(S) ON WEST BANK | | | | | 3.71% | $ 44,988.15 | |
| | **CONTINGENCY - SUBTOTAL** | | | | | **11.21%** | **$ 135,873.15** | |

**TOTALS**

| Item | Description | | | | Total | Note: |
|---|---|---|---|---|---|---|
| | CONTINGENCY SUBTOTAL | | | | $ 135,873.15 | See above for breakout. |
| | GC/CM GENERAL CONDITIONS | | | | $ - | Not included in Contingency |
| | GC/CM FEE | 7.95% | $ | 135,873.15 | $ 10,801.92 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | $ | 146,675.06 | $ 1,466.75 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | $ | 146,675.06 | $ 1,833.44 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | $ | 149,975.25 | $ 1,499.75 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | TOTAL CONTINGENCY | | | | **$ 151,475.00** | |

4/8/2025

# W.O. 19-12 BILLINGS WEST END RESERVOIR

## FILL MATERIAL DELIVERY BID PACKAGE

BID RESULTS

| BID ITEM | SUBCONTRACTOR NAME | MILLENIUM CONSTRUCTION | MARTIN CONSTRUCTION | KNIFERIVER BILLINGS | WESTERN MUNICIPAL | TASMAN INC. | WEAVE TRANSPORT, INC. | DONNES CONSTRUCTION | ROCK SOLID EXCAVATING | K2 CIVIL | ASKIN CONSTRUCTION | WYOMING EARTHMOVING |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | ADDENDUM 1 | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES |
| | BID BOND | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES | YES |
| 1 | MOBILIZATION/DEMOBILIZATION | $ 81,600.00 | $ 156,411.80 | $ 138,000.00 | $ 268,000.00 | $ 135,540.00 | $ 222,000.00 | $ 125,000.00 | $ 65,000.00 | $ 70,000.00 | $ 200,000.00 | $ 183,000.00 |
| 2 | TAXES, BOND,S INSURANACE | $ 28,000.00 | $ 17,544.76 | $ 15,000.00 | $ 56,800.00 | $ 27,335.00 | $ 17,000.00 | $ 25,000.00 | $ 71,614.82 | $ 40,000.00 | $ 150,000.00 | $ 65,000.00 |
| 3 | GENERAL CONDITIONS | $ 35,000.00 | $ 30,512.54 | $ 40,000.00 | $ 90,000.00 | $ 21,955.00 | $ 270,000.00 | $ 25,000.00 | $ 15,500.00 | $ 40,000.00 | $ 100,000.00 | $ 156,000.00 |
| 4 | BORROW AREA CLEARING | $ 65,000.00 | $ 29,592.21 | $ 60,000.00 | $ 50,000.00 | $ 87,750.00 | $ 329,000.00 | $ 50,000.00 | $ 21,000.00 | $ 75,000.00 | $ 200,000.00 | $ 650,000.00 |
| 5 | FILL MATERIALS | $ 1,000,000.00 | $ 2,660,000.00 | $ 1,985,000.00 | $ 2,000,000.00 | $ 1,130,000.00 | $ 1,495,000.00 | $ 2,000,000.00 | $ 1,682,870.40 | $ 1,900,000.00 | $ 2,500,000.00 | $ 3,165,000.00 |
| 6 | ZONE 3 WATERLINE/DEWATERING TRENCH CROSSING(S) | $ 2,200.00 | $ 51,671.54 | $ 5,000.00 | $ 10,560.00 | $ 10,800.00 | $ 27,000.00 | $ 20,000.00 | $ 6,000.00 | $ 24,500.00 | $ 82,000.00 | $ 500,000.00 |
| | **SUB TOTAL** | **$ 1,211,800.00** | **$ 2,945,732.85** | **$ 2,243,000.00** | **$ 2,475,360.00** | **$ 1,413,380.00** | **$ 2,360,000.00** | **$ 2,245,000.00** | **$ 1,861,985.22** | **$ 2,149,500.00** | **$ 3,232,000.00** | **$ 4,719,000.00** |

| | |
|---|---|
| Total Number of Bidders | 11.00 |
| Low | 1,211,800.00 |
| High | 4,719,000.00 |
| Average | 2,441,523.46 |

**SECTION 00300**

# BID FORM

**PROJECT IDENTIFICATION:**

W.O. 19-12 West End Reservoir Fill Material Delivery

**CONTRACT IDENTIFICATION AND NUMBER:**

W.O. 19-12 West End Reservoir Fill Material Delivery

**THIS BID SUBMITTED TO:**

| | | |
|---|---|---|
| Dick Anderson Construction<br>kkastelitz@daconstruction.com | Dick Anderson Construction<br>4512 South Frontage Road<br>Billings, MT 59101 | Dick Anderson Construction<br>P.O. Box 31511<br>Billings, MT 59101 |

**1.01** The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

| Addendum No. | Addendum Date |
|---|---|
| 1 | 4.3.2025 |
| | |
| | |
| | |
| | |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques,

sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder .

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such officials immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

**5.01** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Bid Item Description: Reference Specification Section 00910 – SPECIAL PROVISIONS for a breakdown of bid item descriptions.** The description of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum bid items will be paid as a percentage of actual work complete. Percent complete will be based on the schedule of values submitted by the contractor and approved by the Engineer. The schedule of values will break down the lump sum Bid Items into discrete work activities beyond the breakdown shown on the Bid Schedule. The schedule of values must be submitted and approved by the Engineer before the Contractor can request payment for work under this Contract.

**BID SCHEDULE I: West End Reservoir Fill Material Delivery**

| BID ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| I-1 | Mobilization/Demobilization | LS | 1 | 81,600.00 | 81,600.00 |
| I-2 | Taxes, Bonds & Insurance | LS | 1 | 28,000.00 | 28,000.00 |
| I-3 | General Conditions | LS | 1 | 35,000.00 | 35,000.00 |
| I-4 | Borrow Area Clearing | LS | 1 | 65,000.00 | 65,000.00 |
| I-5 | Fill Material | CY | 500,000 | 2.00 | 1,000,000.00 |
| I-6 | Zone 3 Waterline/Dewatering Trench Crossing(s) | LS | 1 | 2,200.00 | 2,200.00 |

TOTAL BID PRICE BID SCHEDULE I $ 1,211,800.00
(Figures)

TOTAL BID PRICE BID SCHEDULE I $ one million two hundred eleven thousand eight hundred and no/100
(Words)

A. Unit Prices have been computed in accordance with paragraph 11.03.B. of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The OWNER reserves the right to reject any or all bids.

**6.01** Bidder agrees that the Work will be substantially completed and competed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**7.01** The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form identified in the Instructions To Bidders..

**8.01** The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on April 8, , 2025.
(Date)

Montana Contractor's Registration # 16282

Montana Contractor's Gross Receipts Account # _61376909-004-CGR___ (Example: XXXXXX-XXX-CGR)

Employer's Tax ID No. ___26-4174557_____

**If BIDDER is:**

**An Individual:** _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: 724 1ST AVE N Billings, MT 59101

_____

Phone No.: _____ FAX No: _____

**A Partnership:** _____
(Partnership Name)

By: _____
(Signature)

_____
(Name, typed or printed)

Business Address: _____

_____

Phone No.: _____ FAX No: _____

**A Corporation:** Millennium Construction & Consulting, INC
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): S corp

By: Karina L Buechler
(Signature of person authorized to sign)

Title: Vice President

Attest: Karen Ferguson
(Signature)

Business Address: 724 1st AVE N, Billings, MT 59101

_____

Phone No.: 406.694.3946 FAX No: _____

Date of Qualification To Do Business Is: 1/28/2009

_____
(Corporate Seal)

**A Joint Venture:** Each Joint Venture Must Sign

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

Address of Joint Venture for Receipt of Official Communication:
Address:_____

_____

Phone No.:_____FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**END OF SECTION**

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

Millennium Construction & Consulting, Inc.

724 1st Ave N

Billings, MT 59101

SURETY *(Name, and Address of Principal Place of Business)*:

Frankenmuth Insurance Company

1 Mutual Avenue

Frankenmuth, MI 48787

OWNER *(Name and Address)*:

Dick Anderson Construction, Inc.

4512 South Frontage Rd., PO Box 31511

Billings, MT 59107

BID

Bid Due Date: 4/8/2025

Description *(Project Name— Include Location)*: W.O. 19-12 West End Reservoir Fill Material Delivery, Billings, MT

BOND

Bond Number: 001

Date: 03/28/2025

Penal sum Ten Percent of the Total Amount Bid (Words) $ 10% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| Millennium Construction & Consulting, Inc. (Seal) | Frankenmuth Insurance Company (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: Karina L Buechler | By: |
| Signature | Signature (Attach Power of Attorney) |
| Karina L Buechler | Jon Tierney |
| Print Name | Print Name |
| Vice President | Attorney-In-Fact |
| Title | Title |
| Attest: Shawn Ferguson | Attest: Jarren Komac |
| Signature | Signature Jarren Komac |
| Title Executive Assistant | Title Bond Clerical |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**FRANKENMUTH INSURANCE COMPANY**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS,** that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Jon Tierney, John D. Leaf, Gary Paladichuk, Chris Jermunson, Brooke A. Garness, Callie Ruhter, Jarren Komac, Kimberly Hodson, Sharresa Drahos, Kristin A. Piccioni, Jamie M. Roe, Bailey York, Jennifer Ficus, Casey Caywood, Nathan Oakley, Amy Steinmetz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

**Fifty Million and 00/100 Dollars ($50,000,000)**

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

> **"RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

**IN WITNESS WHEREOF**, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

**Frankenmuth Insurance Company**

By _____
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

**STATE OF MICHIGAN )**
**COUNTY OF SAGINAW ) ss:**

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as officer were affixed and subscribed to said instrument by the authority of the Company.

**IN TESTIMONY WHEREOF**, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

**IN WITNESS WHEREOF**, I have set my hand and affixed the Seal of the Company, this 28th day of March, 2025.

_____
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

***ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096***

# EXHIBIT L-1

5/14/2025

## W.O. 19-12 BILLINGS WEST END RESERVOIR

### 8' X 8' BOX CULVERT PROECURMENT

PROPOSAL

| Item | DESCRIPTION | QUANTITIES | UNITS | UNIT PRICE | TOTAL | NOTE: |
|---|---|---|---|---|---|---|
| 1 | 8' X 8' CONCRETE BOX CULVERT | 200.00 | LF | $ 1,100.00 | $ 220,000.00 | BUDGETARY UNIT PRICES, NEEDS PLANS FOR A OFFICAL QUOTE. |
| | **COST OF WORK - SUBTOTAL** | | | | **$ 220,000.00** | |

**TOTALS**

| Item | Description | | | | Total | Note: |
|---|---|---|---|---|---|---|
| | COST OF WORK - SUBTOTAL | | | | $ 220,000.00 | See above Breakdown |
| | GC/CM GENERAL CONDITIONS | | | | $ - | Not Included |
| | GC/CM FEE | 7.95% | $ | 220,000.00 | $ 17,490.00 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | $ | 237,490.00 | $ 2,374.90 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | $ | 237,490.00 | $ 2,968.63 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | $ | 242,833.53 | $ 2,428.34 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | ALLOWANCE SUBTOTAL | 20.00% | $ | 245,261.86 | $ 49,052.37 | Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. |
| | TOTAL | | | | **$ 294,314.23** | |

# EXHIBIT L-2

5/14/2025

## W.O. 19-12 BILLINGS WEST END RESERVOIR

### 5' X 6' BOX CULVERT PROECURMENT

PROPOSAL

| Item | DESCRIPTION | QUANTITIES | UNITS | UNIT PRICE | TOTAL | NOTE: |
|---|---|---|---|---|---|---|
| 1 | 5' X 6' CONCRETE BOX CULVERT | 260.00 | LF | $ 800.00 | $ 208,000.00 | BUDGETARY UNIT PRICES, NEEDS PLANS FOR A OFFICAL QUOTE. |
| | **COST OF WORK - SUBTOTAL** | | | | **$ 208,000.00** | |

**TOTALS**

| Item | Description | | | Total | Note: |
|---|---|---|---|---|---|
| | COST OF WORK - SUBTOTAL | | | $ 208,000.00 | See above Breakdown |
| | GC/CM GENERAL CONDITIONS | | | $ - | Not Included |
| | GC/CM FEE | 7.95% | $ 208,000.00 | $ 16,536.00 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | $ 224,536.00 | $ 2,245.36 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | $ 224,536.00 | $ 2,806.70 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | $ 229,588.06 | $ 2,295.88 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | ALLOWANCE SUBTOTAL | 20.00% | $ 231,883.94 | $ 46,376.79 | Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. |
| | TOTAL | | | **$ 278,260.73** | |

# EXHIBIT L-3

5/14/2025

## W.O. 19-12 BILLINGS WEST END RESERVOIR

### HESPER CROSSING PIPING PROECURMENT

PROPOSAL

| Item | DESCRIPTION | QUANTITIES | UNITS | UNIT PRICE | TOTAL | NOTE: |
|---|---|---|---|---|---|---|
| 1 | 24" HOBAS - 72 STIFFNESS | 40.00 | LF | $ 80.00 | $ 3,200.00 | BUDGETARY UNIT PRICES, NEEDS PLANS FOR A OFFICAL QUOTE. |
| 2 | 30" HOBAS - 72 STIFFNESS | 240.00 | LF | $ 115.00 | $ 27,600.00 | |
| 3 | 42" HOBAS - 72 STIFFNESS | 500.00 | LF | $ 237.00 | $ 118,500.00 | |
| 4 | 48" HOBAS - 72" STIFFNESS | 280.00 | LF | $ 298.00 | $ 83,440.00 | |
| 5 | 42" HOBAS 30 DEGREE FITTING - 72 STIFFNESS | 1.00 | EA | $ 6,751.00 | $ 6,751.00 | |
| 6 | HOBAS MATERIAL FREIGHT | 7.00 | LD | $ 5,400.00 | $ 37,800.00 | |
| 7 | 60" PRECAST MANHOLE (15' DEPTH) | 1.00 | EA | $ 7,500.00 | $ 7,500.00 | Billings Precast plus frieght |
| | **COST OF WORK - SUBTOTAL** | | | | **$ 284,791.00** | |

**TOTALS**

| Item | Description | | | Total | Note: |
|---|---|---|---|---|---|
| | COST OF WORK - SUBTOTAL | | | $ 284,791.00 | See above Breakdown |
| | GC/CM GENERAL CONDITIONS | | | $ - | Not Included |
| | GC/CM FEE | 7.95% | $ 284,791.00 | $ 22,640.88 | Construction Fee of 7.95% to be applied to the Direct Cost of the Work. |
| | BOND + 2-yr Warranty | 1.00% | $ 307,431.88 | $ 3,074.32 | Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | INSURANCE | 1.25% | $ 307,431.88 | $ 3,842.90 | Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost. |
| | GROSS RECIEPTS TAX | 1.00% | $ 314,349.10 | $ 3,143.49 | Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance. |
| | ALLOWANCE SUBTOTAL | 12.50% | $ 317,492.59 | $ 39,686.57 | Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. |
| | TOTAL | | | **$ 357,179.17** | |

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Amendment No. 6 to the Purchase and Sale Agreement on City Hall |
| **Presented by:** | Kevin Iffland, Assistant City Administrator |
| **Department:** | City Hall Administration |
| **Presentation:** | No |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that Council approve the Sixth Amendment to the Purchase and Sale Agreement between the City of Billings and Honaker Realty, LLC and JWT Capital, LLC.

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

On March 1, 2024, the City entered into a PSA with Honaker Realty, LLC and JWT Capital, LLC for the sale of City Hall, Park 3, and nearby parking parcels. The agreement has been amended five times to accommodate due diligence extensions, funding terms, and infrastructure considerations tied to the buyer's development plans.

The proposed Sixth Amendment addresses one remaining infrastructure issue: the 27th Street Skybridge, which connects the City's Garage Building to the Yellowstone County Courthouse and spans a public right-of-way.
Key points of the amendment:

If the Buyer's future redevelopment or sale of the Garage Building requires the removal of the Skybridge, the City and Buyer will split the actual demolition and removal costs 50/50.

The Buyer will oversee the demolition, and the City will reimburse its share based on documented expenses.

The City's financial obligation is capped at 36 months following the property's closing date. If removal does not occur within that window, the City's obligation expires.

Any reimbursement disputes must go through non-binding mediation in Billings before litigation.

This amendment satisfies Section 14 of the original PSA, which requires a resolution if the Buyer identifies a significant structural or economic concern during due diligence that makes redevelopment of the Old City Hall Building economically unfeasible. Potential reasons for Skybridge removal include:

The Skybridge no longer serving a functional purpose under modernization or repurposing plans.

Design conflicts with new residential or commercial uses.

Limitations due to third-party ownership or leases.

The amendment formalizes a shared solution to this issue, supporting the transaction's progression without needing to exclude the Old City Hall Building from the sale. It reflects mutual good faith and protects both parties from future uncertainty regarding infrastructure obligations.

## STAKEHOLDERS

City of Billings -- Seller of City Hall and Park 3
Honaker Realty, LLC and JWT Capital, LLC -- Buyer and prospective developer
City Facilities Division -- Asset and contract oversight
Downtown Billings Partnership -- Stakeholder in redevelopment of downtown core
City Council and Public -- Policy oversight and fiscal responsibility

## ALTERNATIVES

City Council may:
Approve the Sixth Amendment as recommended.
Modify the Amendment before approval.
Deny the Amendment

## FISCAL EFFECTS

If the Skybridge is removed within 36 months of closing, the City will reimburse 50% of the documented costs. Staff recommends setting aside a portion of the sale proceeds in reserve to cover this potential cost without impacting other capital expenditures.

## SUMMARY

The Sixth Amendment outlines a cost-sharing agreement for the potential removal of the 27th Street Skybridge, limits the City's financial liability to a 36-month window, and provides a process for resolving disputes. Staff recommends approval and reserving funds from sale proceeds to meet any future obligations.

---

**Attachments**

PSA Agreement
First Amendment to PSA
Second Amendment to the PSA
Third Amendment to PSA
Fourth Amendment to PSA
Fifth Amendment to PSA
Sixth Amendment to PSA

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

# CONTRACT ROUTING FORM

**(Contract must be signed by the non-City party before or within routing process)**

**PARTY TO THE CONTRACT:** Honaker Realty, LLC & JWT Capital, LLC

**PURPOSE OF CONTRACT:** Sale of City Hall, Park 3, and Parking Lots on 27th Ave N

**PROCUREMENT COMPETED BY:**

- Written quotes
- Competitive bid
- x Request for proposals
- Cooperative contract _____ (Contract #)
- Sole source justification
- Other (please describe or N/A):

_____

**Requestor:**

**Name:** Jessica Fust

**Dept:** Facilities

**Phone #:** 406-657-8271

- x Competition documentation attached (i.e. signed quote form, legal ad, sole source form, cooperative contract, etc.)
- Insurance certificate(s) attached
- x Council memo attached 3/11/24 (Date of award)
- x Signed by vendor (also check if signing in DocuSign)

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

# Purchase and Sale Agreement

## Seller: The City of Billings
## Buyer: Honaker Realty, LLC & JWT Capital, LLC

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

# PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made effective as of the latest date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1. Description of Property**. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions stated in this Agreement, the following property (collectively, the "Property"):

(a) **Real Property**. That real estate in Yellowstone County, Montana (the "Property"):

Parcel A: (the "Parking Lots").

Lots 5-6 & 8, 9, & 10, Block 92, of the Original Town, Now City of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in office of the Clerk and Recorder of said County.

Together with all: (a) appurtenances, improvements and fixtures (except as may be excluded below); and (b) all mineral rights held by Seller, if any, which were not previously severed from the real property. Seller shall make no warranty or representation to Buyer regarding any, wind or solar rights appurtenant or related to the Property, but shall transfer and convey (without warranty or representation) any, solar and wind rights that Seller may have with respect to the Property, if any.

Parcel B: (which contains two buildings the "Old City Hall Building" on the northern portion of Parcel B and the "Garage Building" consisting of the parking garage and office building on the southern portion of Parcel B).

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 58 of the Original Town, Now City of Billings, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in office of the Clerk and Recorder of said County.

Together with all: (a) appurtenances, improvements and fixtures (except as may be excluded below); and (b) all mineral rights held by Seller, if any, which were not previously severed from the real property. Seller shall make no warranty or representation to Buyer regarding any, wind or solar rights appurtenant or related to the Property, but shall transfer and convey (without warranty or representation) any, solar and wind rights that Seller may have with respect to the Property, if any.

(b) **Personal Property**. The following personal property (the "Personal Property"), which is to be left upon the Real Property as part of the property purchased: (a) all

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

fixtures; and (b) any Personal Property that the Parties agree shall be left on the Property pursuant to a subsequent agreement in writing.

Seller and Buyer recognize and agree that the legal descriptions stated herein are tentative and will be modified by the property description information contained within the preliminary title commitment provided by Seller as detailed below, but only as approved by Buyer in writing; provided, further, that Buyer must be satisfied as to the sufficiency of the legal description and the condition of title conveyed as a contingency up to, and for, each Closing.

**2.** **Purchase Price**. The purchase price for the Property ("Purchase Price") is as follows:

(a) The Purchase Price for the Property is Two Million Eight Hundred Thousand Dollars ($2,800,000.00). Payment of the Purchase Price shall be made as follows:

(1) $35,000.00 earnest money (Earnest Money"), payable upon complete execution of this Agreement, which shall be held by the Closing Agent defined below in accordance with terms of this Agreement; and

(2) $2,765,000.00 on the Closing Date in cash or certified funds.

(3) Buyer may extend the Closing Date by up to one hundred twenty days (120) days by giving Seller written notice that Buyer is extending the closing date and by paying the additional Earnest Money Deposits to the Closing Agent, as provided in Section 11(f) hereafter. The Extension Payments of additional Earnest Money shall be applied to reduce the Purchase Price. In the event that the sale does not close through no fault of Seller, then Seller shall retain the $100,000.00 deposit and shall retain all rights and remedies under this Agreement, as provided in Section 11(f).

**3.** **Closing**.

(a) Subject to the satisfaction of all contingencies herein, the closing ("Closing") shall be held subject to the following schedule at the office of First Montana Title ("Closing Agent"), unless otherwise mutually agreed by the parties. Seller shall pay for the cost of a standard ATLA Owner's Policy in the amount of the Purchase Price. Buyer shall pay and be solely responsible for any additional premiums or other costs in addition to the premium for standard coverage if Buyer elects to obtain ALTA extended coverage or any title endorsements to the title insurance policy. All other closing costs and fees, which do not include attorney fees and costs of the parties, shall be shared equally by Buyer and Seller. Provided that Buyer does not terminate this Agreement by reason of its due diligence during the Contingency Period or the failure of a contingency herein, the Closing of shall be held within thirty (30) days of the expiration of the Contingency Period, unless otherwise mutually agreed by the parties in accordance with the terms of this Agreement.

(b) It is Seller's intention to close the sale of the Property at one Closing through which Seller would transfer and convey Parcels "A" and "B" to Buyer. However, Buyer

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

may, at Buyer's option, bifurcate the Closings of Parcels "A" and "B" and close on Parcel "A" earlier than closing on Parcel "B", on the following terms: (i) Buyer waives all contingencies to closing set forth in this Agreement for both Parcel "A" and *Parcel* "B"; and (ii) pays the Purchase Price for Parcel "A". The closings on both Parcels "A" and "B" must occur no later than the first anniversary of the Effective Date of this Agreement. For the purposes of this Agreement, the Purchase Price for Parcel "A" shall be Seven Hundred Thousand Dollars ($700,000.00) and the Purchase Price for Parcel "B" shall be Two Million One Hundred Thousand Dollars ($2,100,000.00).

**4.** **Conveyance Documents**. On the Closing Date for each sale, the Seller shall execute and deliver to the Closing Agent:

(a) A warranty deed conveying merchantable fee simple title to the Real Property to the Buyer free and clear of all liens and encumbrances, and subject only to: (i) reservations and exceptions in patents from the United States or the State of Montana; (ii) easements and rights-of-way of record; (iii) building, use and zoning restrictions, ordinances, and waivers of record, and sanitary and environmental restrictions; (iv) taxes and assessments prorated for the year of Closing and subsequent years which are not yet delinquent; (v) all mineral rights and prior conveyances, leases, transfers of any interest in minerals, including oil and gas and other hydrocarbons; (vi) all declarations, restrictions, covenants, and conditions of record; (vii) Permitted Exceptions as defined below;

(b) A bill of sale conveying valid title to the Personal Property (if any) to Buyer free and clear of all liens and encumbrances. All Personal Property shall be conveyed **AS IS** and **WHERE IS**. Seller shall make **NO WARRANTY** and **NO REPRESENTATION** as to the Personal Property;

(c) A Montana Realty Transfer Certificate(s) for the Property; and

(d) Any and all other documents reasonably necessary to convey the Property to Buyer (all of the foregoing documents are collectively referred to as the "Conveyance Documents").

**5.** **Right of Entry**. Seller grants to Buyer (and Buyer's employees, agents and representatives) the right to enter the Property with a minimum 24-hour notice to the City Facilities Manager, during regular business hours, in order to inspect and investigate the same. Buyer may, at Buyer's sole expense, conduct reasonable soils, engineering and other tests and studies on the Property. Buyer shall not cause or suffer any lien or other encumbrance to be recorded against the Property; and shall promptly cause any such lien or other encumbrance caused or suffered by Buyer (including construction liens arising out of Buyer's activities) to be immediately discharged or bonded over to Seller's reasonable satisfaction. Buyer hereby indemnifies, protects, agrees to defend with counsel chosen by Seller (and reasonably acceptable to Buyer), and hold Seller, and its officers, officials, insurance companies, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising, claimed or incurred against or by Seller, or its officers, officials, insurance companies, employees or agents, from all investigations, inspections, tests, and other activities undertaken on or with regard to the Property by Buyer, or its officers, directors, employees, agents, licensees and invitees, prior to the Closing Date. The provisions of this Section shall survive any termination of this Agreement or the Closing of the transaction contemplated hereby and shall not

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

be reduced or impaired by receipt by Seller or any sums and liquidated damages hereunder. Provided, however, that Buyer shall not indemnify Seller against any claim arising from Seller's negligence or for any claims, liabilities, penalties, damages, costs, expenses, demands, and causes of action, arising from any pre-existing conditions on the Property.

**6.** **Prorations**. Taxes and assessments on the Real Property for the current year shall be prorated between the parties as of the Closing Date. Buyer shall pay all taxes and assessments on the Real Property thereafter. Encumbrances to be discharged by Seller may, at Seller's option, be paid out of the Purchase Price at the Closing Date.

**7.** **Possession**. Buyer shall be entitled to possession of the Property on the Closing Date for each Parcel unless otherwise specified herein.

**8.** **Assignment**. Buyer may assign, in whole or in part, this Agreement in which Buyer, or its members, is a member or shareholder or partner, it being recognized that Buyer intends to form one or more entities to facilitate the development of the Property. In addition, in the event that Buyer's or its assignee's project funding or development requirements, or their IRC Section 1031 tax free exchange requirements, or their project development related credit or payment terms, require the assignment of their rights herein to another person or entity, in whole or in part, then Buyer and/or its assignee, with notice of such assignment to Seller, may assign their rights herein.

**9.** **Environmental**. Seller discloses to Buyer that the Property may contain lead paint and/or asbestos and/or other environmental contaminants. Additionally, Seller discloses that the Environmental Protection Agency declared a portion of downtown Billings to be a "Superfund Site" in connection with a chemical plume involving solvents from old dry-cleaning businesses. Seller has not determined whether or not the Property, or any portion of the Property, is located within the Superfund Site. Seller recommends additional environmental investigation and testing. Seller is unaware of the presence of any toxic or "hazardous material" (as defined under federal and Montana law) on or upon the Real Property in violation of or subject to remediation pursuant to any environmental law or regulation and Seller has not received any notice or communication of any alleged violation of any environmental law or regulation pertaining to the Real Property, except for the November 16, 2023 Notice from the United States Environmental Protection Agency regarding the presence of site contaminants of potential concern on Parcel B, the Old City Hall Building. During the Contingency Period, Buyer may inspect all of the Property for environmental matters at its cost. Seller will provide all environmental related information in its file to Buyer for inspection and Buyer may contact all persons or entities of its choosing, including employees of Seller, to determine and verify the extent of any environmental matters on the Property before the expiration of the applicable Contingency Period for each Parcel. To Seller's knowledge, no portion of the Real Property has ever been used for a dump or landfill. Seller is unaware of any underground storage tanks located on the Real Property, and to Seller's knowledge, no underground storage tanks have been removed from the Real Property except in compliance with applicable Montana and federal law. Seller shall provide to Buyer any environmental investigation reports that Seller may reasonably be able to locate in Seller's records. Buyer acknowledges that the Old City Hall Building was constructed on or around 1940. The age of the Old City Hall Building substantially exceeds the Seller's document retention policy. The Old City Hall Building predates the existence of computers. Over the decades, document retention policies and computer software programs have changed. As a result, the Seller may not be able to locate all environmental records related to the Old City Hall Building from 1940 to the present.

**10.** **Environmental Review**. Buyer shall have the right to enter onto the Real Property at reasonable times and in a reasonable manner, with minimum 24-hour notice to Seller, for the

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

purpose of making such environmental tests and surveys as Buyer deems necessary in connection with this Agreement at its sole cost, risk, and expense. Without warranty by Seller, Seller agrees to provide Buyer with any information which it has relating to the potential presence of or disposal on the Real Property of toxic, dangerous, or hazardous substances. After making such tests, studies and inspections, Buyer shall restore the Real Property to its condition prior to such tests, studies, and inspections. Buyer shall have until the expiration of the Contingency Period below for each respective Parcel to review the environmental condition of the Property. Should Buyer's environmental review indicate that there are or may be toxic, dangerous, or hazardous substances located on or about the Real Property in any particular Parcel, or Parcels, Buyer may, by notice in writing to Seller on or before the expiration of the Contingency Period below for each respective Parcel, terminate this Agreement, in which event Buyer shall be entitled to the return of the Earnest Money as provided below. Buyer shall, however, furnish a copy of such environmental review to Seller. Buyer's failure to so notify Seller on or before the expiration of the Contingency Period below for each respective Parcel shall be deemed conclusive evidence that Buyer desires to proceed to closing and accepts the Property in its **AS IS** condition with respect to environmental matters. In the event that Buyer gives written notice to Seller that it must terminate the Agreement by reason of an environmental issue during the Contingency Period, then the Agreement, at the election of Buyer, shall be deemed to be terminated in whole without liability, damage, fee, penalty, payment, or cost to Seller by Buyer, with return to Buyer of any Earnest Money paid by Buyer to the Closing Agent for the benefit of Seller hereunder.

**11. Buyer's Contingency Period and Title Review**.

(a) **Buyer's Contingency Period**. The Buyer's "Contingency Period" shall commence on the Effective Date of this Agreement and shall terminate on the one hundred eightieth (180) day following the Effective Date. Notwithstanding the foregoing, so long as Buyer has approved or waived, or otherwise acknowledged satisfaction of all matters referred to in Sections 11(b) (title contingencies) during the timeframe described in Section 11(b), Buyer may extend the Contingency Period in thirty (30)-day increments on not more than four (4) occasions, upon Buyer's complying with the conditions of Section 11(f) and by Buyer giving written notice to Seller at least two (2) business days prior to the expiration of the Contingency Period, as then in effect, and by tendering the Extension Payment(s) referred to in Section 11(f) below.

(b) **Title Review**. Buyer's obligation to proceed with the purchase of the Property is subject to Buyer's review and approval, in Buyer's sole and absolute discretion, the condition of title ("title") to the Real Property. Seller shall provide Buyer with a standard ALTA Owner's Title Insurance Policy, as Seller's cost, with insurance in the amount of the Purchase Price.

(1) At Buyer's election, Buyer may obtain an ALTA survey of the Real Property in form and substance acceptable to Buyer. Any ALTA survey shall be prepared at Buyer's cost. Similarly, Buyer may order an ALTA Owner's Extended Coverage Policy of Title Insurance. Seller will pay for the cost of a Standard Owner's Title Insurance Policy. Any increase in cost for an Extended Coverage Policy shall be the responsibility of Buyer.

(2) Buyer shall have thirty (30) days from the delivery of the Preliminary Title Commitment to approve or disapprove, in Buyer's sole and absolute discretion, the condition of Title to the Property.

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

(3) In the event Buyer disapproves of Title to the Real Property within the period specified above, Buyer shall identify, in a written notice to Seller, which exceptions and conditions Buyer deems unacceptable (whether revealed by Title Company's Preliminary report, any ALTA Survey obtained by Buyer, or otherwise), and Seller shall have ten (10) business days following Seller's receipt of Buyer's notice of objection to commit, in a separate written notice to Buyer, to deliver Title to the Real Property on or before the Latest Closing Date free and clear of the exceptions and other conditions objected to by Buyer. If Buyer has objected to Title as herein above provided, then unless Seller commits to remove all exceptions and other conditions objected to by Buyer with the time prescribed above, this Agreement shall be automatically terminated unless Buyer waives the exception and other objections to Title that Seller declined to remove on or before the tenth ($10^{th}$) business day following Buyer's receipt of Seller's written notice that Seller will not commit to removal of all exceptions objected to by Buyer. In the event that Buyer has not given Seller written notice of objection to Title within the time required above Title shall be deemed to be approved in its entirety. Buyer acknowledges that there are existing encroachments on Parcel A. Specifically, the Grand Building (to the south of Parcel A), encroaches upon Parcel A by approximately 6" and for two (2) sky bridges that are attached to the buildings on Parcel B. The Grand Building encroachment shall be a contingency for Closing until the Seller completes a lot line adjustment of the south property line, after which the Grand Building encroachment shall not be a contingency for Closing. The two sky bridges shall be a contingency for Closing until: (a) the Seller obtains encroachment agreements, encroachment permits, or similar approvals for the sky bridges; and (b) can confirm that Seller can convey to Buyer at closing, clear title to the sky bridges (except for the referenced encroachment agreements, encroachment permits, or similar approvals acceptable to Buyer) after which the sky bridges shall not be a contingency for Closing.

(4) All title exceptions and other conditions approved by Buyer pursuant to this Section together with all other exceptions and encumbrances created by Buyer, shall be referred to herein as the "Permitted Exceptions."

(c) **Buyer's Inspection and Due Diligence**. Buyer's obligation to proceed with the Purchase of the Property is further subject to fulfillment or waiver by Buyer, within the Contingency Period, of each of the contingencies set forth in Section 11 and as otherwise provided in this Agreement. It is understood and agreed that all Contingencies require Buyer's approval, which may be given or withheld in Buyer's sole and absolute judgment; consequently, Buyer's failure to waive or acknowledge satisfaction of any of the Contingencies, even if Buyer's failure to approve is unreasonable and even if Buyer fails to pursue all information relevant to an informed decision, shall not be a default by Buyer under this Agreement.

(1) Buyer must approve, in Buyer's sole and absolute discretion, all due diligence materials delivered by Seller for Buyer's review. In addition, Buyer may obtain (at Buyer's cost and expense) and approve (in Buyer's

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

discretion) an engineering survey of the Property, Buyer's own Phase I and/or Phase II environmental site assessments, soils tests, structural and mechanical inspections and tests, and any other due diligence investigation, and any other investigation or test that Buyer deems prudent, in Buyer's sole and exclusive judgment.

(2) Buyer must be satisfied (in Buyer's sole discretion) with the results of Buyer's investigation into the physical condition of the Real Property.

(3) Without limiting the effect of any of the above, Buyer, in its absolute and sole discretion, and in the exercise of its due diligence during the Contingency Period, must be satisfied with any and all business, economic, structural, environmental, governmental, tax, transactional and financing matters for Buyer's intended development and project involving the Property, including being granted reasonable access to the improvements to the Parcel A and B Property, either personally or by its authorized agents, to inspect and investigate all aspects of the improvements thereon, including, without limitation, the roof, heating, cooling, structural, access, plumbing and electrical systems, and to examine any other matters relating to the status or the condition of the improvements to the Property.

(4) Execution of an acceptable Development Agreement between DBP and Buyer to develop Parcel A.

(5) Approval for Tax Increment Funds from DBP and Seller to Buyer for the reimbursement of up to $5,000,000.00 for qualified public expenditures for Phase One of the project referenced above.

(6) Execution of Franchise Agreements with the hotel company involved in Phase One of the project located on Parcel A.

(7) Seller agrees to vacate the Property identified as Parcel B, on or before February 1, 2025 or within thirty (30) days of Closing, whichever is later, unless otherwise mutually agreed by both parties.

(8) Seller shall provide suitable loading and unloading areas from 2nd Avenue North for hotel guests.

(9) An agreement with the City Parking Division to provide management of the parking on Parcels A and B until the start of construction of Phase One for an agreed-to fee.

(10) Buyer must obtain the approval of the DBP to remove the portable public rest room located on Parcel B and relocate the same to other property, not including any of the Property purchased herein, by the start of substantial construction of Buyer's Phase One improvements on Parcel A.

(11) The Seller shall determine if the Grand Building to the south encroaches on Parcel A and, if so, the Seller shall remedy that encroachment by re-platting Parcel A or by doing a lot line adjustment so that at the time of

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

Closing of the sale of Parcel A, there shall be no encroachment by the Grand Building. Prior to the Closing, Seller shall confirm its ownership of the sky bridges, and obtain Buyer accepted encroachment agreements, permits, or other appropriate approvals for the sky bridges. At Closing, Seller shall convey fee title through the warranty deed to the sky bridges to Buyer free of liens and encumbrances except for the mutually agreed encroachment agreements, encroachment permits, or other approvals.

(d) **Time/Failure of Contingencies**. Buyer shall have until the expiration of the Contingency Period to approve, disapprove or waive the Contingencies, in Buyer's sole and absolute discretion. In the event the Contingencies are disapproved prior to the expiration of the Contingency Period (disapproval to be evidenced by a writing from Buyer to Seller received within the Contingency Period), or if the Contingency Period lapses without the Contingencies having been approved, fulfilled or waived by Buyer (approval to be evidenced by a writing from Buyer to Seller received within the Contingency Period), this Agreement shall be automatically terminated, whereupon all rights and obligations of Seller and Buyer to the other shall cease and terminate, subject to Buyer's limited indemnification obligations set forth in Section 9; provided, however, that in the event of unsatisfied Contingencies of Buyer, both Buyer and Seller shall meet and negotiate in good faith to attempt resolve such unsatisfied Contingencies, if possible, before the expiration of the Contingency Period. Effective upon the date of any such termination as provided above, the Closing Agent shall return to Buyer the Earnest Money Deposit (with accrued interest) in Escrow without liability, damage, fee, penalty, payment, or cost to Seller by Buyer.

(e) **Approval**. Upon approval, fulfillment or waiver of the Contingencies, Buyer shall thereafter proceed with this transaction on the terms and conditions set forth herein.

(f) **Extensions**. On or before two (2) business days prior to the end of the Contingency Period, as then in effect, Buyer may elect to extend the Contingency Period for up to four (4) periods of thirty (30) days each, exercisable upon written notice to Seller. Each such extension notice shall be accompanied by the payment of twenty-five thousand dollars ($25,000) to the Closing Agent, (each an "Extension Payment") for each thirty-day period of extension. Notwithstanding the foregoing, Buyer shall not be permitted to extend the Contingency Period unless Title has been approved in accordance with Section 11 with respect to all of the Property, both Parcels "A" and "B". Except as provided below, all Extension Payments shall be non-refundable, notwithstanding later termination of this Agreement or failure of the transaction contemplated hereby to close, for any reason; provided, however, that in the event that this transaction does not close because of a default by Seller, then Buyer shall be entitled to a full and immediate refund of all Extension Payments (without interest), and may, in addition, pursue any and all other legal or equitable remedies available to Buyer. In the event that this transaction closes, then all Extension Payments shall be applied to the Purchase Price.

**12. Independent Investigation**. Buyer and Seller agree that the representations and warranties, and any limitations thereof, contained in this paragraph shall survive closing. Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment, and neither Seller nor Seller's agents or attorneys make any warranties or representations to Buyer, whether express or implied, about the Property except as specifically stated herein. There are no

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

verbal or other agreements which modify or affect this Agreement. By closing this transaction, Buyer acknowledges and agrees that: (a) Buyer has fully investigated the Property, including, but not limited to, zoning, environmental, structural, and construction conditions, and is satisfied that the Property and the condition of the Property are suitable for Buyer's intended use; (b) Buyer completed Buyer's due diligence investigation to Buyer's satisfaction; (c) Buyer's due diligence investigation has not been hampered or limited by Seller in any manner or respect; (d) Buyer is satisfied with the Property and its condition; (e) Buyer accepts the Property in its "**AS IS, WHERE IS**" condition; (f) Buyer acknowledges and agrees that Seller makes **NO WARRANTY OR REPRESENTATION,** of any kind or nature, except as may be provided under the warranties stated in the warranty deed, including but not limited to that the Property is fit for any particular purpose or that it is habitable; (g) Buyer will close this transaction in full reliance upon Buyer's independent investigation and judgment, and that any prior verbal representation (if any) by Seller (or anyone on behalf of Seller) will not modify or affect this Buy-Sell Agreement; (h) Buyer has not and shall not rely upon any statement or representation from Seller or anyone acting on behalf of Seller as to the condition of the property; and (i) Buyer is not relying and shall not rely upon any statement or representation of Seller except for the express written representation in this Buy-Sell Agreement and in Seller's Warranty Deed. Seller shall cooperate with and facilitate Buyer's investigation of the Property. Seller shall provide Buyer with any written reports relating to environmental and structural conditions of the Old City Hall Building that Seller may reasonably locate. Additionally, Seller shall provide any third-party entities with whom the Seller may have contracted with permission and authorization to communicate and share information with Buyer.

**13. Buyer's Development Obligations**. This section outlines the Buyer's responsibilities to redevelop and maintain Parcel B. Buyer shall maintain the Old City Hall Building, the Garage Building and the surrounding land, ensuring it remains aesthetically pleasing and free from blight. The Buyer commits to the ongoing care of the exterior of both buildings, landscaping, preventing the accumulation of trash, litter, graffiti, or any unsightly elements on Parcel B and to addressing any issues that may arise. Furthermore, the Buyer must refrain from boarding up windows and is obligated to promptly repair or replace any broken windows or doors to uphold the property's visual appeal. The Buyer is granted maximum flexibility in redeveloping the Parcel B Property, including the Old City Hall Building and the Garage Building, which may include options such as remodeling the existing buildings, partial or complete demolition of the buildings, or converting the buildings into condominiums, among other possibilities. The Seller's primary objective is to ensure the property's consistent maintenance with the explicit purpose of preventing blight and preserving the revitalization efforts of the downtown area. This paragraph is not intended to limit or restrict the Buyer's use or redevelopment of Parcel B. Buyer's obligations under this paragraph shall survive Closing. Buyer's continuing obligations to Seller under this Section shall terminate upon the earliest of the following to occur: (a) Buyer obtains a tenant for the Old City Hall Building on Parcel B; (b) Buyer demolishes some or all of the Old City Hall Building; or (c) Buyer opens a new hotel on Parcel A.

**14. Exclusion of Old City Hall Building**. It is the intention of the Parties to close the sale of Parcel A and Parcel B at the same time. Parcel B includes the Old City Hall Building on the north side of Parcel B. If, during Buyer's Contingency Period, Buyer's investigation and due diligence determines that there are Significant Environmental or Structural Problems or Material Economic Concerns (as defined herein) with the Old City Hall Building that make the use, development, and occupancy of the Old City Hall Building uneconomical, then Buyer shall make full disclosure of all investigations and reports on the Old City Hall Building to Seller, including but not limited to the projected costs of remediating or curing any environmental or structural or material economic issues with the Old City Hall Building. Thereafter, Buyer and Seller shall attempt to resolve and address the environmental, structural and/or material economic issues raised by Buyer prior to the

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

expiration of the Contingency Period, unless such Period is extended by mutual agreement in writing. If Buyer and Seller reach an agreement on addressing any Significant Environmental or Structural Problems or Material Economic Concerns with the Old City Hall Building, then that Contingency shall be eliminated and the sale of both Parcels A & B of the Property, including the Old City Hall Building, shall proceed. If Seller and Buyer cannot reach an agreement on addressing the Significant Environmental or Structural Problems or Material Economic Concerns with the Building, then Buyer may, in Buyer's sole and exclusive discretion: (a) terminate this Agreement after which neither party shall have any duty or obligation to the other party except for return of the Earnest Money to Buyer; or (b) elect to exclude the Old City Hall Building from the Closing and sale, as provided hereinafter in Section 14(c).

(a) **Significant Environmental or Structural Problems or Material Economic Concerns**. For the purposes of this Agreement, the term "Significant Environmental or Structural Problems or Material Economic Concerns" shall mean the identification of unknown environmental or structural problems with the Old City Hall Building, or during the Contingency Period, a material economic concern develops for Buyer with respect to the reasonable development of the Old City Hall Building consistent with its overall development of the Property, and is a problem: (a) of such a scope or magnitude that the use, development, and/or occupancy of the Old City Hall Building would be uneconomical for any projected use of the Old City Hall Building in the development of the Property as a whole, with documentation of such hardship to be presented to the City; or (b) that would cost Buyer in excess of Three Hundred Thousand Dollars ($300,000.00) to remediate and/or cure. An "unknown" Significant Environmental or Structural Problem shall mean any environmental or structural problem that is either unknown as of the date of this Agreement or the serious magnitude of which is unknown as of the date of this Agreement. The following matters shall not be considered "unknown" Significant Environmental or Structural Problems: (a) the presence of asbestos that can be removed, encapsulated, or abated for a reasonable cost not to exceed $100,000.00; (b) the presence of lead paint that can be removed or abated at a reasonable cost not to exceed $100,000.00; (c) the Building being included in an EPA Superfund Site because of a chemical plume involving solvents from old dry-cleaning businesses; or (d) site contaminants of potential concern detected in subslab samples by the EPA in 2023 that can be addressed or abated at a reasonable cost not to exceed $100,000.00. A Material Economic Concern is one affecting the Old City Hall Building that is determined by Buyer in the course of its due diligence to be one that would adversely affect the economic development potential of the Old City Hall Building in an amount of at least Three Hundred Thousand Dollars ($300,000.00).

(b) **Joint Use Agreement**. If there are Significant Environmental or Structural Problems or Material Economic Concerns (as defined herein) with the Building and the Parties cannot agree on how to remediate or cure those problems, the Buyer may elect to exclude the Old City Hall Building from the Sale and the parties shall reasonably cooperate to put into place such joint use agreements as may be referenced below.

(c) **Notice to Seller**. Buyer shall provide written notice to Seller, at least two (2) business days prior to the expiration of Buyer's Contingency Period as provided in Section 11(a), that Buyer has elected to exclude the Old City Hall Building from the Sale. As part of the Notice, Buyer must either waive or accept as satisfied all other contingencies in connection with the sale of Parcel A and all of Parcel B, with the exception of the Old City Hall Building. Upon receiving such notice from Buyer, Seller shall prepare and submit to Buyer a draft Joint Use Agreement to govern the use and operation of (a) the Old City Hall Building to the north and (b) the Garage Building to the South. All costs associated with

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

separating the Old City Hall Building from the Garage Building shall be the sole cost and expense of the Buyer. Buyer shall develop a plan to separate the systems within the Old City Hall Building from the remaining portion of Parcel B or for the joint use of some or all of the building systems. All costs and expenses associated with developing a Joint Use Agreement or with separating the Old City Hall Building and/or the building systems from the remainder of Parcel B shall be done at the cost and expense of Buyer, without any financial contribution from Seller. The Parties shall negotiate in good faith to agree upon a final Joint Use Agreement that would be subject to approval of both Buyer and Seller. The approval of the Seller will require formal approval of the Joint Use Agreement by the Billings City Council at a properly noticed public hearing. The Parties acknowledge that the Old City Hall Building and the Garage Building are separate buildings that are located on separate legal parcels, but share certain systems. Accordingly, the Parties must agree upon an equitable cost sharing agreement to address maintenance, replacement, and operating expenses of those systems as well as security and access issues. If Buyer and Seller cannot agree upon an acceptable Joint Use Agreement, then Buyer may elect to terminate this Agreement as its sole remedy, as provided above. If the Building is excluded from the Sale, the purchase price attributable to the southern portion of Parcel B will not be reduced. If Buyer elects to exclude the Old City Hall Building from the Closing because of Significant Environmental or Structural Problems or Material Economic Concerns, then the purchase price for the remaining portion of Parcel B (the Parking Garage) shall be Two Million One Hundred Thousand Dollars ($2,100,000.00).

**15. Seller's Representations and Warranties**. Seller represents and warrants to Buyer as follows as of the Effective Date (and it shall be a condition to Buyer's obligation to close that such representations and warranties remain true as of the Closing Date):

(a) **Authorization**. Seller has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Seller has taken all action necessary to authorize its execution and performance of this Agreement, and the officer executing this Agreement on behalf of Seller has been duly authorized and directed to do so by Seller. Seller will provide to Buyer and the Closing Agent a certified copy of the resolution of the Seller's City Council and other governmental officers as may be required authorizing this transaction. This Agreement is, and Seller's other instruments when executed and delivered by Seller in accordance with the terms hereof will be, legal, valid, and binding obligations of the Seller and enforceable in accordance with their terms, except as the same may be affected by bankruptcy, insolvency, moratorium, or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) **No Liens**. To the knowledge of Seller, there are no unrecorded liens, financing statements, encumbrances or agreements affecting the Real Property that will survive the Closing on any Parcel, and Seller has committed no acts which would result in the creation of such liens, financing statements, encumbrances or agreements affecting the Real Property. No work has been done on, and no materials have been furnished to, the Property for which full payment has not been made and for which a lien could be filed against the Real Property.

(c) **Personal Property**. To the extent that Personal Property is ultimately included in the purchase herein, Seller has good and merchantable title to the Personal Property, free and clear of all pledges, claims, liens, restrictions, security interests,

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

charges, and encumbrances. To the extent, if any, that tangible Personal Property is being conveyed hereunder, to the best of Seller's knowledge, but without warranty, all of the tangible Personal Property is in good repair and condition, and is adequate for continuation of the operation of the Property.

(d) **Encroachments**. To Seller's knowledge, there are no encroachments upon the Real Property nor does any improvement on the Real Property, including but not limited to alleys, adjacent buildings, or signage, encroach upon any property owned by others, except for the Grand Building with respect to Parcel A and the two (2) Skybridges attached to the buildings on Parcel B.

(e) **No Violation of Laws**. Seller has not received notice of any violation of any applicable regulation, law or order relating in any material respect to the Real Property, nor does Seller have knowledge of any notice from any governmental authority of any (i) pollution, health, safety, fire, environmental or building code violations with respect to the Real Property; or (ii) the construction of public improvements or the imposition of any special taxes or assessments upon all or any part of the Real Property.

(f) **Pending Claims**. To the knowledge of Seller, there are no claims, actions, proceedings or governmental investigations pending or threatened against or involving the Real Property or against or involving any of the Real Property; nor to the knowledge of Seller is there any reasonable basis for any claim, litigation, proceedings or other governmental investigation pertaining thereto. Provided, however, that the Property is located within an area designated by Environmental Protection Agency as a Superfund Site, generally known as the Billings, MT PCE Superfund Site. The EPA recently completed multiple indoor air and groundwater sampling in the area. The EPA is currently reviewing a focused feasibility study to address the indoor air exposure pathway and anticipates issuing a proposed plan in late spring 2024.

(g) **Existing Leases and Leases Subsequent to Execution Date**. Seller hereby warrants that no commercial or other lease or agreement that affects the Property currently exists on the Property longer than thirty-one (31) days in duration. In addition, Seller hereby agrees that Seller shall not execute or bind the Property after the latest date on the signature block below, without the written consent of Buyer.

Seller shall hold Buyer harmless from any damage, loss, claims, penalty, cost, fee, fine or liability arising out of any falsity, omission or misstatement of the matters set forth in this paragraph.

**16.** **Buyer's Representations and Warranties**. Buyer hereby represents and warrants to Seller, both as of the date hereof and as of the Closing Date, that:

(a) Buyer is duly organized, validly existing and in good standing under the laws of the State of Montana. Buyer has taken all action necessary to authorize its execution and performance of this Agreement, and the officer executing this Agreement on behalf of Buyer has been duly authorized and directed to do so by Buyer. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Buyer will provide to Seller and the Closing Agent a certified copy of the resolution of the Buyer's board of

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

directors authorizing this transaction. This Agreement is, and Buyer's other instruments when executed and delivered by Buyer in accordance with the terms hereof will be, legal, valid and binding obligations of the Buyer and enforceable in accordance with their terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

(b) There is no legal action, suit, arbitration, governmental investigation or other legal or administrative proceeding, nor any order, decree or judgment in progress, pending or in effect, or, to the knowledge of Buyer, threatened, against or relating to Buyer in connection or relating to the transaction contemplated by this Agreement, and Buyer does not know or have any reasons to be aware of any basis for the same;

(c) The performance by Buyer of Buyer's obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or instrument to which Buyer is a party or by which Buyer is bound and which would materially adversely affect the ability of Buyer to perform its obligations under this Agreement.

Buyer shall hold Seller harmless from any damage, loss, claims, penalty, cost, fee, fine or liability arising out of any falsity, omission or misstatement of the matters set forth in this Paragraph 16.

**17.** **Conditions to Closing**. Buyer shall have no obligation to close unless, at or prior to closing, together with all Contingencies stated herein, the following conditions are each satisfied or waived in writing by Buyer:

(a) The Closing Agent shall have on the Closing Date for each Parcel contracted with Buyer to issue to Buyer the title insurance policy required in this Agreement in form satisfactory to Buyer and in due course after the closing;

(b) Each of the agreements, covenants, warranties and representations of Seller shall be true and correct in all material respects at the time of closing and Seller shall not be in default of any provision of this Agreement; and

(c) Seller shall have executed and deposited with the Closing Agent all documents called for to be executed and deposited by Seller under this Agreement, including, without limitation, those items set forth in Section 4 hereof;

**18.** **Remedies on Default**.

(a) If Seller fails to consummate this Agreement in accordance with its terms for any reason within the control of the Seller, Buyer shall have as Buyer's sole remedy the option of either of the following:

(1) Rescinding this Agreement by giving written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money, and any Extension Payment made, unless such Earnest Money is not refundable as provided in Sections 2(a)(3); or

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

(2) Enforcing specific performance by Seller of Seller's obligations hereunder.

(b) If Buyer fails to consummate this Agreement in accordance with its terms for any reason within the control of Buyer, except for the exercise of its rights associated with the Contingency Period, Seller shall have as Seller's sole remedy against Buyer the option of either of the following:

(1) Retaining the Earnest Money, together with any interest and earnings thereon, as liquidated damages for Buyer's breach of this Agreement, it being understood and agreed by the parties that actual damages for such a breach are uncertain and would be difficult, if not impossible, to determine; or

(2) Enforcing specific performance by Buyer of Buyer's obligations hereunder.

**19.** **Attorney Fees**. If either party defaults in its performance hereunder and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other party because of the default.

**20.** **Notice**. Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated below. A party wishing to change his designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. The following Notice Addresses shall apply:

**Seller**:
City of Billings
City Administrator
City Hall
210 North 27th Street
Billings, MT 59101

**With a copy to:**
City Attorney
City of Billings
City Hall
210 North 27th Street
Billings, MT 59101

**With a copy to:**
Doug James and Bryce Burke
Moulton Bellingham PC
P.O. Box 2559
Billings, MT 59103

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

**Buyer:**

**With a copy to:** Malcolm Goodrich
Goodrich & Reely, PLLC
P.O. Box 1899
2812 1st Avenue North, Suite 301
Billings, MT 59103

**21.** **Risk of Loss**. Risk of loss shall remain with Seller until closing.

**22.** **Copies and Counterparts**. A digital copy of this Agreement containing the actual or digital signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.

**23.** **Time and Binding Effect**. Time shall be of the essence of this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

**24.** **Radon Disclosure Statement**. **RADON GAS: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE HEALTH UNIT.**

Seller represents to Buyer that the Real Property:

_____ HAS been tested for Radon or Radon progeny.

_____X____HAS NOT been tested for Radon or Radon progeny.

If the Real Property has been tested for Radon or Radon progeny, Buyer hereby acknowledges that a copy of such test has been received along with evidence of any subsequent mitigation or treatment.

**25.** **Real Estate Brokers**. Buyer and Seller represent and warrant to one another that neither has engaged any brokers or real estate agents in connection with the sale who might claim a fee or commission by reason of the sale, except NAI Business Properties, which has been engaged as an agent of Seller exclusively and who shall be paid by Seller, if entitled to a fee or commission by reason of this sale. Notwithstanding, it is acknowledged that William Honaker is a licensed broker in the State of Montana representing the Buyer and shall be paid the buying brokerage fee of 2.5%.

**26.** **Marketing Rights**. Upon the execution of this Agreement, Buyer shall have the right to solicit prospects for the Property, but in no way bind Seller to any future commitments pertaining to said solicitation.

**27.** **Entire Agreement**. This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, representations (if any), understandings and agreements, if any, relating to the Property. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

**28.** **Noxious Weeds Disclosure**. Buyers of real property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the state of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and obligations as an owner of property, Buyer may contact the Yellowstone County, Montana extension agent or Weed Control Board.

**29.** **Megan's Law Disclosure.** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If Buyer desires further information Buyer may contact the local County Sheriff's office, the Department of Justice in Helena, Montana, and the probation officers assigned to the area.

**30.** **Neutral Interpretation.** The language contained in this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either party, regardless of whether one party or the other may have drafted this Agreement.

**31.** **Limitation on Damages**. The Buyer and Seller stipulate and agree that in the event of any dispute between the Parties, that only actual documented compensatory damages may be awarded if damages are otherwise recoverable under this Agreement. Punitive damages, consequential damages, and exemplary damages shall not be awarded to either party.

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

**33.** **Title Evidence After Closing**. Within fifteen (15) days following the Closing Date of a Parcel or Parcels, Seller shall cause, at Seller's expense, a Standard ALTA Owner's Title Insurance Policy for the Parcel or Parcels Closed to be issued to Buyer in accordance with the terms of this Agreement.

[Signature page to follow]

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

3/18/2024
Date

By: DocuSigned by: William A. Cole 2CA11D5423334EE...
William A. Cole
Mayor

By: DocuSigned by: Denise Bohlman D503C2218DC34F0...
Denise R. Bohlman
City Clerk

**BUYER**

**Honaker Realty, LLC**

3/15/2024
Date

By: DocuSigned by: Bill Honaker 1589C4765B87841...
Printed Name: Bill Honaker
Title: Managing Member

**JWT Capital, LLC**

3/16/2024
Date

By: DocuSigned by: Don Cape BB3D8E89523B469...
Printed Name: Don Cape
Title: Principal

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC



**City Council Regular**

| | |
|---|---|
| **Date:** | 03/11/2024 |
| **Title:** | PUBLIC HEARING for Sale of City Hall, South Parking Lot, and North Parking Lot |
| **Presented by:** | John Caterino, Facilities Manager |
| **Department:** | City Hall Administration |
| **Presentation:** | Yes |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

---

**RECOMMENDATION**

Staff recommends approval of Purchase and Sale Agreement (PSA) and associated Development Agreement (DA) to sell City Hall/Park 3 parking structure (210 and 220 N 27th St.), South Parking Lot, and North Parking Lot on N 27th St., to Honaker Realty LLC for a combined total of $2,800,000.00 (City Hall $2,100,000.00, South Lot $280,000.00, North Lot $420,000.00).

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

On 12/7/2022 Administration Department signed a contract with NAI Business Properties with Matt Robertson acting as supervising broker for these transactions.

On 11/04/2022 and 11/11/2022 staff published, per City of Billings Code of Ordinances 22-902, a public notice to all owners within 300 of subject Property of potential sale of Park 1 ground retail space.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of City Hall/Park3, resolution 22-11082. City Hall/Park 3 is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 58, LOT 1-12, 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.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of South Parking Lot, resolution 22-11084. South Parking Lot is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92 Lot 5 -6, 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.

On 11/24/2022 Council approved a resolution authorizing City staff to advertise the sale and disposal of North Parking Lot, resolution 22-11085. North Parking Lot is also described as BILLINGS ORIGINAL TOWNSITE, S03, T01 S, R26 E, BLOCK 92 Lot 8, 9, and 10, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County.

Administration advertised a Request for Proposal (RFP) for each Property on 06/14/2023 and 06/21/2023 in *Yellowstone County News* and on the City's website.

One (1) proposal was submitted by 06/16/2023 for City Hall.

Five (5) proposals were submitted by 06/16/2023 for South Parking Lot.

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

Four (4) proposals were submitted by 06/16/2023 for North Parking Lot.

NAI and City Staff reviewed the proposals/offers and presented to City Council Operations Committee on 06/28/2023. After further discussion with City Council Operations Committee and NAI, City Staff recommends moving forward with the offer from Honaker Realty to purchase subject Properties due to a number of reasons:
- Quality of proposal
- Experience of proposer
- Financial capacity to complete transaction with pre-qualification letter from lender
- Proposed development and use of spaces
- Proposed development schedule
- Increased tax base and economic growth to Central Business District
- Total price competitiveness as Honaker Realty offered the highest price for the three Properties

On 02/23/2024 and 03/01/2024 staff published, per City of Billings Code of Ordinances 22-902, a public notice in the Yellowstone County News announcing a public hearing on whether to approve the sale of the city owned property.

The attached purchase and sale agreement has wording modifications for clarity from the latest draft that was presented to the City Council Operations Committee and sent to council members.

**ALTERNATIVES**
City Council may:

- Approve Purchase and Sale Agreement and Development Agreement; or,
- Not Approve

Approval would begin the due diligence period for the Buyer and all contingencies will stay in place until the sale of Property is complete.

**FISCAL EFFECTS**
The total combined funds of the sale of these Properties at $2,800,000.00 will be used to offset construction costs at New City Hall.

---

**Attachments**

Resolution 22-11082
Resolution 22-11084
Resolution 22-11085
Honaker Realty Submission
Honaker Realty PSA - Buyer Signed

---

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

# REQUEST FOR PROPOSALS: NOTICE

The City of Billings is requesting proposals for **DISPOSITION OF MUNICIPAL REAL ESTATE SALE AND DEVELOPMENT OF BILLINGS CITY HALL**, for FACILITIES DIVISION, Billings, Montana. Proposals shall be received addressed to MATT ROBERTSON SIOR, PRINCIPAL/SUPERVISING BROKER, NAI BUSINESS PROPERTIES, via mail at 3312 4TH AVE NORTH, BILLINGS, MT 59101, via email at MROBERTSON@NAIBUSINESSPROPERTIES.COM, or in-person at 3312 4TH AVE NORTH, BILLINGS, MT 59101 until 5:00 PM (MDT) on 16, JUNE, 2023.

More specific additional information regarding the **DISPOSITION OF MUNICIPAL REAL ESTATE SALE AND DEVELOPMENT OF BILLINGS CITY HALL** can be obtained by contacting MATT ROBERTSON SIOR, PRINCIPAL/SUPERVISING BROKER, NAI BUSINESS PROPERTIES, via telephone at (406) 294-6308 or email at MROBERTSON@NAIBUSINESSPROPERTIES.COM. The full Request for Proposals may also be found on the City's website at www.billingsmt.gov, by clicking on "Doing Business," and then on "Bids."

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals. No proposal may be withdrawn or modified after the due date and time, unless and until the award of the contract is delayed for a period exceeding ninety (90) days.

The right is reserved to reject any or all proposals received, to waive irregularities, to postpone the award of the contract for a period of not to exceed ninety (90) days, and to accept that proposal which is in the best interests of the City of Billings, Montana. Award of any contract may be contingent upon approval by Billings City Council.

The City of Billings is an Equal Opportunity Employer. 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.

Published at Billings, Montana, APRIL 14 & APRIL 21, 2023.

Denise R. Bohlman
Billings City Clerk
P. O. Box 1178
Billings, MT 59103

DocuSign Envelope ID: AA3B0616-B25A-4358-A5F2-0DE408F281BC

Publish: APRIL 14 & APRIL 21, 2023
Dept.: FACILITIES

DocuSign

## Certificate Of Completion

Envelope Id: AA3B0616B25A4358A5F20DE408F281BC
Status: Completed
Subject: Contract for signatures: Purchase and Sale Agreement for City Hall and Parking Lots
Source Envelope:
Document Pages: 23
Signatures: 4
Envelope Originator:
Certificate Pages: 6
Initials: 0
Jessica Fust
AutoNav: Enabled
fustj@billingsmt.gov
EnvelopeId Stamping: Enabled
IP Address: 161.7.21.147
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original
3/15/2024 9:14:45 AM
Holder: Jessica Fust
fustj@billingsmt.gov
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Liz Kampa<br>kampal@billingsmt.gov<br>Purchasing Agent<br>City of Billings<br>Security Level: Email, Account Authentication (None) | **Completed**<br><br>Using IP Address: 161.7.21.49 | Sent: 3/15/2024 9:28:19 AM<br>Viewed: 3/15/2024 10:09:29 AM<br>Signed: 3/15/2024 10:15:59 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |
| Bill Honaker<br>bill@honaker.us<br>Managing Member<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Bill Honaker<br>1589C4765B87441...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 69.144.172.92 | Sent: 3/15/2024 10:16:01 AM<br>Viewed: 3/15/2024 12:24:53 PM<br>Signed: 3/15/2024 2:04:09 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/15/2024 12:24:53 PM<br>ID: 0f7f3fec-355b-47bb-a97e-8b4c9b352571 | | |
| Don Cape<br>dcape@jwtcompanies.com<br>Principal<br>JWT Capital, LLC<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Don Cape<br>BB3D8E89523B468...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 205.204.26.162 | Sent: 3/15/2024 2:04:11 PM<br>Viewed: 3/16/2024 6:31:44 AM<br>Signed: 3/16/2024 6:32:01 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/16/2024 6:31:44 AM<br>ID: 6e6665a4-e733-44bd-898a-b5eb8d73e8cb | | |
| Todd Corne<br>cornet@billingsmt.gov<br>Security Level: Email, Account Authentication (None) | **Completed**<br><br>Using IP Address: 161.7.21.127 | Sent: 3/16/2024 6:32:03 AM<br>Viewed: 3/18/2024 2:29:23 AM<br>Signed: 3/18/2024 2:55:54 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| William A. Cole<br>coleb@billingsmt.gov<br>Mayor<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>William A. Cole<br>2CA11D5423334EE...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 72.175.160.94 | Sent: 3/18/2024 2:55:56 AM<br>Viewed: 3/18/2024 7:50:10 AM<br>Signed: 3/18/2024 7:50:31 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/3/2020 8:46:12 AM<br>ID: 235dd76e-a3c9-4e23-89f5-aedaeb3b241a | | |
| Denise Bohlman<br>bohlmand@billingsmt.gov<br>City Clerk<br>City of Billings<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Denise Bohlman<br>D503C2218DC34F0...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 161.7.21.138 | Sent: 3/18/2024 8:05:08 AM<br>Viewed: 3/18/2024 8:14:01 AM<br>Signed: 3/18/2024 8:15:14 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|
| Liz Kampa<br>kampal@billingsmt.gov<br>Purchasing Agent<br>City of Billings<br>Security Level: Email, Account Authentication (None) | VIEWED<br><br>Using IP Address: 161.7.21.49 | Sent: 3/18/2024 7:50:33 AM<br>Viewed: 3/18/2024 8:05:07 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Wynnette Maddox<br>maddoxw@billingsmt.gov<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 3/18/2024 8:15:16 AM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 3/15/2024 9:28:19 AM |
| Certified Delivered | Security Checked | 3/18/2024 8:14:01 AM |
| Signing Complete | Security Checked | 3/18/2024 8:15:14 AM |
| Completed | Security Checked | 3/18/2024 8:15:16 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

### Getting paper copies

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

### Withdrawing your consent

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

### Consequences of changing your mind

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

### All notices and disclosures will be sent to you electronically

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

**How to contact Carahsoft OBO City of Billings:**

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

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

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

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

**To request paper copies from Carahsoft OBO City of Billings**

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

**To withdraw your consent with Carahsoft OBO City of Billings**

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

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

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

**Required hardware and software**

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

**Acknowledging your access and consent to receive and sign documents electronically**

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

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

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

# First Amendment to Purchase and Sale Agreement

**Seller: The City of Billings**
**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

# FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("PSA Amendment") is made effective as of the latest date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

## RECITALS

A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein ("Agreement").

B. The Agreement provides certain matters for due diligence review by Buyer within the "Contingency Period" referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. While the parties recognize that the Agreement permits extensions of the Contingency Period upon the payment of additional money from Buyer to Seller, pursuant to Section 11(f), the parties agree that based both upon Buyer's ability to waive certain contingencies by September 18, 2024, as described below, and factors involving Contingencies outside of the control of Buyer, the agreement for the extension of the Contingency Period for certain matters defined below without additional consideration is warranted.

C. In addition, the Agreement provides at Section 3(a) for a Closing Date within thirty (30) days of the satisfaction of Buyer's Contingencies within the Contingency Period, provided, however, that such Section permits the parties to extend the Closing by mutual agreement. The parties agree that the Seller will not vacate the City Hall Property being purchased by the later of the potential Closing Date in Section 3(a) or February 1, 2025, as called for under the Agreement, Section 11(c)(7), and that it is beneficial to Seller that such Closing Date be extended to permit it additional time to vacate the City Hall Property, rather than create a lease structure for continued short term occupancy of the City Hall Property by Seller pending its vacating of such Property. Therefore, the parties believe that an extension of the Closing Date, as outlined below, to permit the orderly vacating of the City Hall Property by Seller, is warranted.

D. Consequently, the parties agree that the Agreement should be amended as provided below.

## FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1. Contingency Period.** Seller and Buyer agree that the following Contingencies set forth in the Agreement may be deemed to be waived by Buyer effective as of September 18, 2024:

(a) environmental inspection and testing concerns referenced in Sections 10 and 11(c)(1) and (3) of the Agreement;

(b) structural and mechanical inspections and testing referenced in Sections 11(c)(1) and (3) of the Agreement;

(c) physical condition of the Property referenced in Section 11(c)(2) of the Agreement, except for the parking structure located on Parcel B of the Property for which repair

improvements are to be made by Seller as previously disclosed to Buyer by Seller, with agreed completion of such repair improvements by Buyer and Seller remaining a contingency for Buyer until completion of the same prior to Closing;

(d) execution of an acceptable Development Agreement between DBP and Buyer to develop Parcel A referenced in Section 11(c)(4);

(e) approval of Tax Increment Funds from DBP and Seller to Buyer referenced in Section 11(c)(5) of the Agreement;

(f) satisfaction of the encroachment of the Grand Building to the south of Parcel A referenced in Section 11(c)(11) of the Agreement.

The following Contingencies within the Agreement will be extended until November 15, 2024, or later date by mutual agreement, without additional consideration:

(g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement;

(h) execution of suitable Franchise Agreements with the hotel company involved in Phase 1 of the project located on Parcel A as referenced in Section 11(c)(6);

(i) Seller will provide approvals for suitable loading and unloading areas from 2nd Ave. North for hotel guests, as referenced in Section 11(c)(8);

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

(l) any other due diligence type matter not specifically deemed to be waived by Buyer in subsections 1(a) through (f) above or in subsections below.

The following Contingency within the Agreement will be extended until the later of February 1, 2025, or Closing, as amended herein, without additional consideration:

(m) financing deemed suitable by Buyer, and completion of financing, including those requirements imposed by Buyer's lender or lenders;

The following Contingencies within the Agreement will be extended without additional consideration until the Closing, as amended herein:

(n) title review and Seller's compliance with the state of title for the Property to be conveyed by Seller to Buyer;

(o) Seller vacates the Property within the Permitted Time to Vacate set out in Section 2 below; and

(p) Seller is in compliance with its requirements, agreements and commitments under the Agreement and herein.

**2.** Seller's Date to Vacate Property. Seller and Buyer agree that the Seller will vacate the Property, together with removal of its personal property therefrom, no earlier than February 1, 2025, and no later than April 1, 2025 (the "Permitted Time to Vacate"). Seller will give Buyer not less than sixty (60) days notice in writing of the date within the Permitted Time to Vacate on which it will have completely vacated the Property. Once Seller has completely vacated the Property during the Permitted Time to Vacate it will give written notice to Buyer of the completion of the same ("Notice of Completion of the Vacating of the Property"). Provided that the Contingencies permitted to Buyer are satisfied, Buyer will Close on the purchase of all of the Property within sixty (60) days of the date of the Notice of Completion of the Vacating of the Property.

**3.** Full Force and Effect. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

_____ By: _____
Date William A. Cole
Mayor

By: _____
Denise R. Bohlman
City Clerk

**BUYER**

**Honaker Realty, LLC**

_____ By: _____
Date Printed Name: _____
Title: _____

**JWT Capital, LLC**

_____ By: _____
Date Printed Name: _____
Title: _____

Docusign Envelope ID: 0F63C383-02C8-496D-842D-C7A0D7686E00

# Second Amendment to Purchase and Sale Agreement

## Seller: The City of Billings
## Buyer: Honaker Realty, LLC & JWT Capital, LLC

Docusign Envelope ID: 0F63C383-02C8-496D-842D-C7A0D7686E00

# SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("PSA Amendment") is made effective as of the latest date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

## RECITALS

A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein ("Agreement").

B. The Agreement provides certain matters for due diligence review by Buyer within the "Contingency Period" referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement. The parties again desire to extend the Contingency Period for certain contingency items, as more particularly described below.

C. Consequently, the parties agree that the Agreement should be amended as provided below.

## FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1. Contingency Period.** Seller and Buyer agree that the following Contingencies set forth in the Agreement may be deemed to be waived by Buyer effective as of October 30, 2024:

(i) Seller will provide approvals for suitable loading and unloading areas from 2nd Ave. North for hotel guests, as referenced in Section 11(c)(8).

The following Contingencies within the Agreement will be extended until December 6, 2024, or later date by mutual agreement, without additional consideration:

(g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement;

(h) execution of suitable Franchise Agreements with the hotel company involved in Phase 1 of the project located on Parcel A as referenced in Section 11(c)(6);

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

(l) any other due diligence type matter not specifically deemed to be waived by Buyer in subsections 1(i) above or in subsections below.

Docusign Envelope ID: 0F63C383-02C8-496D-842D-C7A0D7686E00

**2.** Full Force and Effect. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

11/14/2024
Date

Signed by:
By: William A. Cole
2CA11D3...
William A. Cole
Mayor

Signed by:
By: Denise Bohlman
D503C21...
Denise R. Bohlman
City Clerk

**BUYER**

**Honaker Realty, LLC**

11/13/2024
Date

Signed by:
By: Bill Honaker
Printed Name: Bill Honaker
Title: Managing Member

**JWT Capital, LLC**

11/14/2024
Date

DocuSigned by:
By: Don Cape
Printed Name: Don Cape
Title: Principal

Docusign Envelope ID: D050CFB6-F9C8-446A-8EFB-F52634B8E23E

# Third Amendment to Purchase and Sale Agreement

**Seller: The City of Billings**
**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

Docusign Envelope ID: D050CFB6-F9C8-446A-8EFB-F52634B8E23E

# THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("PSA Amendment") is made effective as of the latest date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

## RECITALS

A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein ("Agreement").

B. The Agreement provides certain matters for due diligence review by Buyer within the "Contingency Period" referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement.

C. Following execution of the First Amendment to Purchase and Sale Agreement, the parties, on November 14, 2024, executed a Second Amendment to Purchase and Sale Agreement to extend the Contingency Period for certain matters until December 6, 2024.

D. The parties again desire to extend the Contingency Period for certain contingency items, as more particularly described below.

E. Consequently, the parties agree that the Agreement should be amended as provided below.

## FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1. Contingency Period.** Seller and Buyer agree that, in addition to any Contingencies previously waived specifically by Buyer in the First and Second Amendments to the Purchase and Sale Agreement, the following Contingencies set forth in the Agreement may be deemed to be waived by Buyer effective as of November, 25, 2024:

(h) execution of suitable Franchise Agreements with the hotel company involved in Phase 1 of the project located on Parcel A as referenced in Section 11(c)(6).

The following Contingencies within the Agreement will be extended until January 31, 2025, or later date by mutual agreement, without additional consideration:

(g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement;

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

Docusign Envelope ID: D050CFB6-F9C8-446A-8EFB-F52634B8E23E

(l) any other due diligence type matter either not specifically deemed to be waived by Buyer in subsection 1(h) above or any prior specifically waived item in the First and Second Amendments to the Purchase and Sale Agreement. Such due diligence matters not specifically waived as of the date hereof will include, but not be limited to, Buyer obtaining financing deemed satisfactory by it for the acquisition and development of the Property, and the parties agree that the financing requirements of Buyer and its lender may require the extension of the Contingency Period beyond January 31, 2025, in order to accommodate this contingency for final designs, bidding, appraisal and loan approval matters attendant to the loan for Buyer from lender, and that the parties will cooperate reasonably to reset and extend such Contingency Period for the same.

**2.** Closing Date/Vacating Date by Seller from Property. In order to facilitate the timing and acquisition of financing by Buyer, the Closing Date for Buyer's purchase of the Property will be on or before May 15, 2025 ("Closing Date"). Seller will vacate the Property by no later than the Closing Date. Seller will retain possession and risk of loss for the Property until the Closing Date, and Buyer will assume possession and risk of loss for the Property following the Closing Date. It is understood and agreed by Seller that, provided that its Contingencies are satisfied, Buyer must complete its purchase of the Property on or before June 1, 2025 in order to qualify for certain aspects of its funding for the project, thus Buyer will not be able to accord Seller any extension of the Closing Date beyond that set out herein.

**3.** Full Force and Effect. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date and time appearing office at their respective signatures.

**SELLER**

**The City of Billings**

12/18/2024
Date

DS

Signed by:
By: William A. Cole, Mayor
2CA11D...
William A. Cole
Mayor

Signed by:
By: Denise Bohlman
D503C2...
Denise R. Bohlman
City Clerk

**BUYER**

**Honaker Realty, LLC**

12/17/2024
Date

Signed by:
By: Bill Honaker
Printed Name: Bill Honaker
Title: Managing Member

Docusign Envelope ID: D050CFB6-F9C8-446A-8EFB-F52634B8E23E

**JWT Capital, LLC**

12/18/2024
Date

DocuSigned by:
By: Don Cape
Printed Name: Don Cape
Title: Principal

# Fourth Amendment to Purchase and Sale Agreement

**Seller: The City of Billings**
**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

# FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("PSA Amendment") is made effective as of the last date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

## RECITALS

A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein ("Agreement").

B. The Agreement provides certain matters for due diligence review by Buyer within the "Contingency Period" referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement.

C. Following execution of the First Amendment to Purchase and Sale Agreement, the parties, on November 14, 2024, executed a Second Amendment to Purchase and Sale Agreement to extend the Contingency Period for certain matters until December 6, 2024, and executed a Third Amendment to Purchase and Sale Agreement on December 18, 2024 to extend certain Contingency Period matters until January 31, 2025.

D. The parties again desire to extend the Contingency Period for certain Contingency Period items, as more particularly described below.

E. Consequently, the parties agree that the Agreement should be amended as provided below.

## FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1. Contingency Period.** Seller and Buyer agree that, in addition to any Contingencies previously waived specifically by Buyer in the First, Second and Third Amendments to the Purchase and Sale Agreement, the following Contingency set forth in the Agreement at Section 11 may be deemed to be waived by Buyer effective as of January 31, 2025:

> (g) approval of DBP for removal or use of the portable rest room located on Parcel B referenced in Section 11(c)(10) of the Agreement.

The following Contingencies within the Agreement at Section 11 will be extended until March 31, 2025, without additional consideration:

> (j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);
>
> (k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and
>
> (l) any other due diligence type matter either not specifically deemed to be waived by Buyer in subsection 1(g) above or any prior specifically waived item in the First, Second and Third Amendments to the Purchase and Sale Agreement.

The following Contingency within the Agreement at Section 11 will be extended until on or before the Closing Date without additional consideration: Buyer obtaining and putting into place financing deemed satisfactory by it for the acquisition and development of the Property.

**2.** **Closing Date/Vacating Date by Seller from Property**. Despite the extensions to the Contingency Period as set forth above, the parties anticipate that the Closing Date chosen in the Third Amendment to Purchase and Sale Agreement of May 15, 2025 ("Closing Date"), will remain in place unless the parties should mutually agree in writing to an earlier Closing Date. Seller will vacate the Property by no later than the Closing Date. Seller will retain possession and risk of loss for the Property until the Closing Date, and Buyer will assume possession and risk of loss for the Property following the Closing Date. It is understood and agreed by Seller that, provided that its Contingencies are satisfied, Buyer must complete its purchase of the Property on or before June 1, 2025 in order to qualify for certain aspects of its funding for the Project, thus Buyer will not be able to accord Seller any extension of the Closing Date beyond that set out herein.

**3.** **Full Force and Effect**. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date appearing at their respective signatures.

**SELLER**

**The City of Billings**

_____
Date

By: _____
William A. Cole
Mayor

By: _____
Denise R. Bohlman
City Clerk

**BUYER**

**Honaker Realty, LLC**

_____
Date

By: _____
Printed Name: _____
Title: _____

**JWT Capital, LLC**

_____
Date

By: _____
Printed Name: _____
Title: _____

# Fifth Amendment to Purchase and Sale Agreement

**Seller: The City of Billings**
**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

# FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("PSA Amendment") is made effective as of the last date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

## RECITALS

A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein ("Agreement").

B. The Agreement provides certain matters for due diligence review by Buyer within the "Contingency Period" referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement.

C. Following execution of the First Amendment to Purchase and Sale Agreement, the parties, on November 14, 2024, executed a Second Amendment to Purchase and Sale Agreement to extend the Contingency Period for certain matters until December 6, 2024, executed a Third Amendment to Purchase and Sale Agreement on December 18, 2024 to extend certain Contingency Period matters until January 31, 2025, and executed a Fourth Amendment on December 18, 2024 to extend certain Contingency Period matters until March 31, 2025.

D. The parties again desire to extend the Contingency Period for certain Contingency Period items, as more particularly described below.

E. Consequently, the parties agree that the Agreement should be amended as provided below.

## FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1. Contingency Period.** Seller and Buyer agree that the following Contingencies within the Agreement at Section 11 will be extended until June 16, 2025, without additional consideration:

(j) Seller will provide an agreement acceptable to Buyer for management of the parking on Parcels A and B as required in Section 11(c)(9);

(k) agreements satisfactory to Buyer regarding the sky bridge encroachments and title to the same as referenced in Section 11(c)(11); and

(l) any other due diligence type matter either not specifically deemed to be waived by Buyer in subsection 1(g) above or any prior specifically waived item in the First, Second and Third Amendments to the Purchase and Sale Agreement.

The following Contingency within the Agreement at Section 11 will be extended until on or before the Closing Date without additional consideration: Buyer obtaining and putting into place financing deemed satisfactory by it for the acquisition and development of the Property.

**2. Closing Date/Vacating Date by Seller from Property**. Despite the extensions to the Contingency Period as set forth above, provided that the Contingencies are satisfied, the Closing

Date will be on June 16, 2025 ("Closing Date"), although Buyer may elect to close at a time between June 2, 2025 and June 16, 2025 if its Contingencies are, or will be, satisfied by an earlier Closing Date. Seller will vacate the Property by no later than the Closing Date. Seller will retain possession and risk of loss for the Property until the Closing Date, and Buyer will assume possession and risk of loss for the Property following the Closing Date. It is understood and agreed by Seller that, provided that its Contingencies are satisfied, Buyer must complete its purchase of the Property on or before June 30, 2025 in order to qualify for certain material aspects of its funding for the Project, thus Buyer will not be able to accord Seller any extension of the Closing Date beyond the June 16, 2025 date set out herein.

**3. Full Force and Effect**. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date appearing at their respective signatures.

**SELLER**

**The City of Billings**

_____
Date

By: _____
William A. Cole
Mayor

By: _____
Denise R. Bohlman
City Clerk

**BUYER**

**Honaker Realty, LLC**

_____
Date

By: _____
Printed Name: _____
Title: _____

**JWT Capital, LLC**

_____
Date

By: _____
Printed Name: _____
Title: _____

# Sixth Amendment to Purchase and Sale Agreement

**Seller: The City of Billings**
**Buyer: Honaker Realty, LLC & JWT Capital, LLC**

# SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

**THIS SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT** ("PSA Amendment") is made effective as of the last date set out below in the signature block ("Effective Date"), by and between **Honaker Realty, LLC** and **JWT Capital, LLC** or their assigns ("Buyer"), and the **City of Billings** ("Seller").

## RECITALS

A. Effective March 1, 2024, Buyer and Seller executed that certain Purchase and Sale Agreement concerning Real and Personal Property referenced therein ("Agreement").

B. The Agreement provides certain matters for due diligence review by Buyer within the "Contingency Period" referenced at Section 11 of the Agreement, certain deadlines for which the parties agree should be extended. The parties originally extended certain deadlines to November 15, 2024 through the First Amendment to Purchase and Sale Agreement.

C. Following execution of the First Amendment to Purchase and Sale Agreement, the parties, on November 14, 2024, executed a Second Amendment to Purchase and Sale Agreement to extend the Contingency Period for certain matters until December 6, 2024, executed a Third Amendment to Purchase and Sale Agreement on December 18, 2024 to extend certain Contingency Period matters until January 31, 2025, executed a Fourth Amendment on or around January 21, 2025 to extend certain Contingency Period matters until March 31, 2025, and executed a Fifth Amendment on or around April 14, 2025 to extend certain Contingency Period matters until June 16, 2025.

D. The parties desire to enter into this Amendment to address certain matters relating to the skybridge encroachments and title matters as referenced in Section 11(c)(9) of the Agreement, as more particularly described below.

E. Consequently, the parties agree that the Agreement should be amended as provided below.

## FOR VALUABLE CONSIDERATION, IT IS AGREED:

**1.** **Amended Agreement Terms.** Certain terms and conditions in the Agreement are being amended as follows:

a. 27th Street Skybridge Matters. The following shall be added and incorporated into Section 13 of the Agreement, regarding Buyer's Development Obligations:

Following the sale, Buyer shall endeavor to identify a beneficial use for the Old City Hall Building and the Garage Building. In the event Buyer identifies a development project or use for the Garage Building (or a proposed sale of the Garage Building) that reasonably requires the removal of the 27th Street Skybridge, then Buyer and Seller agree to equally split the costs to demolish and remove the 27th Street Skybridge.

The parties shall each be responsible for fifty percent (50%) of the costs and expenses incurred to remove the Skybridge. Buyer shall contract for the completion of the Skybridge removal, and Buyer shall notify Seller of the scope and estimated cost of the removal prior to commencing such removal. Buyer shall submit detailed invoices and all other

information reasonably requested by Seller documenting any work performed related to the Skybridge removal, including labor, material, and equipment costs. Seller shall pay Buyer one-half of all actual removal costs within forty-five (45) days of receipt of each request for reimbursement.

If the parties are unable to resolve any dispute described in this Section, then the parties agree to submit the dispute to a non-binding mediation in Billings, Montana prior to any litigation with a mediator who is a Montana licensed attorney mutually agreed upon by the parties. Each party shall pay its own separate fees and costs of attending the mediation and the mediator's fees and costs shall be equally shared by the parties.

This Section shall survive the Closing of the Agreement, but Seller's obligations under this section shall terminate and have no further force or effect on the date that is thirty-six (36) months after the Closing Date.

**2.** **Full Force and Effect**. Unless expressly amended herein, all terms, agreements, conditions, covenants, warranties and representations of the parties within the Agreement will remain in full force and effect and are deemed to be incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereunto have set their hands the date appearing at their respective signatures.

**SELLER**

**The City of Billings**

_____
Date

By: _____
William A. Cole
Mayor

By: _____
Denise R. Bohlman
City Clerk

**BUYER**

**Honaker Realty, LLC**

_____
Date

By: _____
Printed Name: _____
Title: _____

**JWT Capital, LLC**

_____
Date

By: _____
Printed Name: _____
Title: _____

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Limited Commercial Ground Leases with Marchi Family Enterprises, LLC |
| **Presented by:** | Jeff Roach |
| **Department:** | Airport |
| **Presentation:** | No |
| **Legal Review:** | Template Contract |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that City Council approve the two Limited Commercial Ground Leases with Marchi Family Enterprises, LLC for 10-year terms commencing March 1, 2025, and ending February 28, 2035.

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

Marchi Family Enterprises, LLC has a long tenant history at the Airport. On February 19, 1994, the City Council approved a twenty-six year Ground Lease with Jon Marchi, the family's patriarch. At that time, Mr. Marchi was Chairman of the Board of Directors for Big Sky Airlines. Under this Ground Lease, Mr. Marchi built and subleased a new hangar facility to Big Sky Airlines. Mr. Marchi later built an office building and also subleased that facility to Big Sky Airlines. On October 10, 2000, the City Council approved an Amendment to the Ground Lease to extend the lease term by five additional years to February 28, 2025, allowing Mr. Marchi an additional term over which to amortize his investment. Big Sky Airlines ceased operations on March 8, 2008. After Big Sky Airlines left the Airport, the hangar and office building were vacant for a number of years. Mr. Marchi eventually subleased the hangar for maintenance and aircraft storage to Cape Air, the current Essential Air Service airline operating at the Airport, and the office building to the Federal Aviation Administration. Both of these entities continue to lease the building space from the Marchi family. The Marchi family desires to renew the leased ground space and divide the leasehold into two separate ground leases, one for the hangar building ground space and the other for the office building ground space. Two new ten-year ground leases with new space exhibits were prepared for the same total ground space that was on the recently-expired lease. No additional ground space was added. The two new leases commence on March 1, 2025 and end on February 28, 2035.

## ALTERNATIVES

City Council may:

- Approve both Limited Commercial Ground Leases with Marchi Family Enterprises, LLC; or,
- Not Approve both Limited Commercial Ground Leases with Marchi Family Enterprises, LLC.

## FISCAL EFFECTS

These Ground Leases will generate a total of $23,421.28 in rental revenue in the first year of the lease. Lease rentals in subsequent years will be adjusted on an annual basis on the anniversary dates, using the average of the monthly percentage increases for the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics.

**Attachments**

Marchi_Hanger Lease
Marchi_Office Bldg

# LIMITED COMMERCIAL AVIATION GROUND LEASE

THIS LEASE, made and entered into by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

MARCHI FAMILY ENTERPRISES, LLC, hereinafter designated "Lessee"

W I T N E S S E T H

RECITALS

1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and

2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee certain parcels of land hereinafter described together with certain privileges, rights, uses, and interests, and

3) Lessee wishes to engage in certain limited commercial aviation activities, proposes to lease on fixet bases from Lessor said parcels of land, and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and

4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

DRAFT

ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises), for its exclusive use, specifically described as follows:

Address: 1601 Aviation Place

Main Parcel

Commencing at the Northeast Corner of Section 30, T. 1 N., R. 26 E., P.M.M., Yellowstone County, Montana; thence S 00°26'21" W a distance of 3,605.41 feet to the Point of Beginning; thence S 00°26'22" E a distance of 438.95 feet; thence S 81°12'23" E a distance of 103.44 feet, thence N 00°26'22" W a distance of 90.41 feet; thence N 89°33'38" E a distance of 33.84 feet; thence N 00°26'22" W a distance of 347.77 feet; thence N 89°33'38" E a distance of 64.06 feet; thence N 00°26'22" W a distance of 91.77 feet; thence N 68°58'17" W a distance of 214.91 feet to the Point of Beginning.

Said parcel of land containing 67,478.00 square feet.

Premises is further depicted on attached Exhibit A, and by said reference made a part of this Lease.

B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local laws, ordinances, rules and regulations as now or may hereafter have application at the Airport. All use privileges granted herein can only be exercised in the event Lessee is the holder of the appropriate licenses for such commercial endeavors.

1) The general unrestricted use of all public airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for

DRAFT

commercial aviation activity as herein defined. For the purpose of this Lease, public Airport facilities shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, Terminal facilities, or other public facilities appurtenant to said Airport.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in limited commercial aviation activity on the premises as defined in subparagraphs 1 through 8 below, subject to the conditions and covenants hereafter set out:

1) The loading and unloading of aircraft in any lawful activity as incidental to the conduct of any services of operations outlined in this Paragraph C.

2) The maintenance, storing, and servicing of aircraft, which shall include repairing, inspection, and licensing of same, and the purchase of parts, equipment, and accessories therefore.

3) The right to use and store vehicles necessary for the servicing of aircraft.

4) The sale through vending machines of confections, and refreshments and the maintenance on said premises of appropriate facilities therefore.

5) The training on the Airport of personnel in the employ of Lessee and/or its tenants and sublessees and the training on the Airport of members of the general

DRAFT

public generally as students or otherwise in any art, science, craft or skill pertaining directly or indirectly to aircraft flight, maintenance, or any other aircraft service.

6) The location, construction, addition, maintenance, and removal of improvements (including hangars, shops, or related office space), in any lawful manner, upon or in the demised premises, for the purpose of carrying out any of the activities provided for herein, subject however, to the conditions herein generally or particularly set forth, and the advance approval from the Director of Aviation and Transit or his/her designee.

7) The storage of aircraft, both owned and non-owned.

8) The maintenance of offices on the premises necessary for the conduct of the activities defined above.

The aforementioned rights shall apply to the persons, firms, or corporations having actual possession and occupancy of the premises described herein, and the agents, employees, and invitees of such persons, firms, or corporations.

D. Concessions, Services, and Uses Excluded. The following concessions, services, uses, and the establishment thereof shall be specifically excluded from this Lease:

1) Ground transportation for hire.

2) Vehicle or equipment rental services.

3) News and sundry services.

4) Barber, valet, and personal services.

5) Food sales (except the sale of confections, and refreshments through vending machines).

6) Retail sale of non-aviation products offered for sale in the Terminal

DRAFT

Building.

7) Improper storage of all chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances. Improper storage includes storage in violation of any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

8) Vehicle or aircraft fuel sales.

9) On-premises fuel storage or fu[illegible]rage facilities.

10) The operation of a busi[illegible]s of buying [illegible]d selling aircraft, parts, and accessories therefore, and aviatio[illegible]equipm[illegible]t of all descriptions either at retail, wholesale, or as a dealer.

11) Maintenance, [illegible]epair [illegible]ice, or restoration of motorized vehicles or equipment other [illegible]an [illegible]ssee's [illegible]viation support vehicles/equipment.

12) Outsi[illegible]ot oil or oil collection containers.

[illegible]) Ou[illegible]de storage of used, surplus, or discarded parts, equipment, [illegible]hicles, or po[illegible]ons thereof.

[illegible]4) [illegible]arking of any personal vehicles outside of designated parking facilities located on the premises.

15) Storage of personal vehicles, campers, boats, trailers, motor homes, ATVs, or other recreational vehicles, or parts for such.

16) Storage of any household items.

17) Storage of any items outside of the hangar structure.

18) Off-premise parking.

DRAFT

19) Use of the premises in a residential capacity of any sort, whether temporary or otherwise.

20) Any non-aviation or non-aeronautical activity.

E. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over/on the above-described premises. Said reserved rights-of-way may be used by Lessor and all of Lessor's representatives, agents, employees, and Lessor's tenants, employees of said tenants, and persons or entities serving said tenants.

ARTICLE II

TERM OF LEASE

A. Term. The term of this lease shall be for a period of ten (10) years, commencing on the 1st day of March 2025 and terminating on the 28th day of February 2035.

B. First Right of Refusal. At the end of the term hereof, the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity provided that the Lessor shall have the sole discretion as to use of said premises and whether or not it will be relet at the end of said term. Provided further, that six (6) months prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) days in which to give Lessor notice in writing of acceptance.

C. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

DRAFT

ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall pay to Lessor $0.3417 per square foot per annum for all ground included in this Lease for an initial annual rental of $23,057.28. Said rental shall be payable monthly in advance, without billing, on the first day of each month in an amount equal to one-twelfth of the annual rental, or $1,921.44 per month.

B. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor.

C. Annual Readjustment of Ground Rental. During the term of the Lease, the rental rate will be adjusted annually on the anniversary date of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary date shall be March 1 of each year during the term of the Lease. The Lessor shall send Lessee a notice of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the adjusted rental rates.

D. Rental Adjustments to Market Value. On the fifth anniversary of the Lease, the Lessor may conduct an analysis of the then-current lease rental rates for other on-Airport properties to

DRAFT

determine the current market value of the property. Should the analysis identify that the then-current Lease rental rate on the premises is below market value for other on-Airport properties, the Lessor will notify Lessee six (6) months in advance of an impending Lease increase.

ARTICLE IV

OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and quiet enjoyment of the leased premises during the term hereof upon performance of Lessee's covenants herein.

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the described premises after delivery of premises to Lessee. Lessor shall maintain all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow from the access roads as Lessor's resources permit.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or expense to the Lessor. Lessee accepts the premises in its present condition and will repair and

DRAFT

maintain any installations thereon, except as provided in Article IV, Paragraphs B. - C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof. The Lessee shall be responsible for reporting fuel spillages to the Lessor, soil testing, and all appropriate cleanup measures during the term of this Lease. Further, at the end of the term of this Lease, or sooner if necessitated by either equipment failure or because of environmental requirements, the Lessee, at the Lessor's direction, shall remove from the site any fueling equipment, and any contaminated soil which may exist due to either Lessee's use of fueling equipment or any spills on the site, in compliance with current State, Federal, and Local environmental regulations, and remove any debris related to such removal to render the site clean.

B. Improvements. Lessee shall have the right to and shall provide for future construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying any of the activities provided for herein, but shall obtain the written approval of Lessor for any such construction, alteration, or expansion prior to beginning such improvement.

C. Maintenance. Lessee, at its sole cost and expense, shall maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse and debris consistent with safety and operational procedures, good business practice, in accordance with Billings Logan International Airport's Rules and Regulations, and acceptable to Lessor. Lessee's maintenance responsibility shall include its buildings, asphalt and/or concrete repair, snow removal, and cleanup of any fuel/oil spills on the premises.

D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at

DRAFT

Lessee's own cost and expense; and Lessee shall pay for any and all service charges incurred therefore. Lessee shall also provide an external water meter-reading device in an external location of the leasehold structure approved by the Lessor; said meter-reading device type shall be specified and pre-approved by Lessor. All utility services shall be installed underground.

E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a result of Lessee's occupancy of the premises. Lessee shall contact Airport Administration to coordinate the establishment of trash handling service, use Lessor-approved receptacles for all garbage, trash and other refuse, and shall place them on the premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels, pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials, personal property, salvage, unused or surplus equipment, junk or refuse on or about the premises, is forbidden. All disposal costs will be paid by the Lessee.

F. Signs. Lessee shall not maintain any billboards or advertising signs on the premises, unless specifically approved by Lessor. Provided, however, that Lessee may maintain on the outside of its building its name(s) or signs, the size, location, and design of which shall be subject to written approval of Lessor prior to installation.

G. Storm Water Pollution Prevention Plan (SWPPP). Lessee shall develop and maintain a SWPPP for the premises in accordance with any and all applicable Federal, State, and Local regulations, identifying all of the activities and conditions on the premises that could cause water pollution and detailing the steps the Lessee will take to prevent the discharge of any unpermitted pollution and a spill response plan. The Airport has developed a SWPPP for airport operations.

DRAFT

Lessee may either provide its SWPPP under the Airport's plan, or may develop and maintain its own SWPPP.

Lessee shall provide a current copy of its SWPPP to the Lessor. Lessee shall establish a system of periodic inspections, cleaning, and maintenance to keep any drainage structures clean and operational. Lessee shall see that special care is taken to pile removed snow in a location that will permit water generated by melting of the snow piles to flow into the drainage system on the premises.

H. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws, rules, regulations, and ordinances of the United States of America, the State of Montana, and the City of Billings now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Lease.

I. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in Lessee's occupancy or the conduct of its business on the premises. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee shall hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expenses or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

DRAFT

J. Taxiways. Lessee shall ensure that Lessee's aircraft, all sublessee's aircraft, and any customer aircraft, are not permitted to block the public use taxiway accessible from Lessee's premises.

K. Height Restriction. Special height restrictions apply on the leased premises. Height of improvements proposed for above ground level must be reviewed and approved in writing by the Lessor prior to installation.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives, and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and the Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport in the construction, alteration, or maintenance of any improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless and defend the Lessor and Lessor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Lessor and Lessor's officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,

DRAFT

aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or employees.

B. Insurance. Lessee shall provide and keep in force for the entire term of this Lease the insurance coverages identified below. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is current and in force. Required evidence of insurance shall be submitted for any renewal or replacement of a policy that already exists at least ten (10) days prior to expiration or termination of the existing policy. Lessee shall provide notice to Lessor of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts upon request of the Lessor.

1) Breach of Lease. The continuous maintenance by Lessee of all types of required insurance under this Lease is mandatory. Failure of the Lessee to maintain such insurance is a material breach of this Lease, and does not amend this Lease, nor release the Lessee from any other obligations in this Lease.

2) Commercial General Liability Insurance. Commercial General Liability Insurance on a standard occurrence form, providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $2,000,000 per occurrence; the General Aggregate shall apply separately to each location. The

DRAFT

required limits may be provided by a combination of Commercial General Liability Insurance and Excess or Umbrella Commercial Liability Insurance. The general liability insurance required in this Lease must be a separate and distinct policy insuring the Lessee and the City of Billings. Other general liability policies shared with other named insureds do not satisfy the requirements of this section. The commercial general liability policy shall be endorsed to name the City of Billings, and City's officers, directors, agents, representatives, and employees as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. The policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

3) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability Insurance is required if Lessee has employees. Workers' Compensation insurance limits in accordance with the State of Montana and administered by the Montana Department of Labor and Industry. Required limits are $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 for bodily injury by disease.

4) Automobile Liability. Automobile Liability insurance will be required for all owned and non-owned vehicles in an amount not less than $1,000,000 combined single limit. If Lessee is providing the coverage amount with an automobile policy that provides full coverage for all of the Lessee's vehicle uses, the policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

## ARTICLE VII

## TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT, AND TRANSFER

DRAFT

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party, except as indicated in Article II, Paragraphs B. and C. A holding over by the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit or his/her designee and then only on a month-to-month basis.

Upon termination, Lessee shall have the right to remove all moveable fixtures, machinery and equipment, and all other personal property owned or installed by Lessee on the premises. All expenses connected with such removal shall become the sole expense by the Lessee. Said property shall be removed within thirty (30) days after termination of this Lease.

In addition, Lessee has the right to remove, at Lessee's expense, all buildings and other structures owned by Lessee located upon the premises within thirty (30) days upon the termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal of the buildings or structures, including equipment and machinery, including any contaminated soils, and Lessee shall generally leave the premises in a clean and orderly condition acceptable to the Lessor.

This right to remove personal property, buildings and structures, equipment and machinery, does not extend to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which improvements shall remain the property of the Lessor and shall not be removed.

In the event the Lessee elects not to remove its buildings and other structures, personal property, fixtures, machinery and equipment, and other improvements upon termination of the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to

DRAFT

remove the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements, and any contaminated soils, because of failure of Lessee to do so, the cost of removal, demolition, cleanup, remediation, and all other related actions shall be at Lessee's sole expense.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

1) The permanent abandonment of the Airport as an Air Terminal.

2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation thereof or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.

3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of ninety (90) days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event(s) which results in said termination. Upon termination under the provisions of this paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

DRAFT

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the aforesaid events Lessor may take immediate possession of the premises and remove Lessee's effects forcibly if necessary, without being deemed guilty of trespassing. Upon said entry, the Lease shall terminate.

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument, which

DRAFT

are inconsistent with the provisions of the lease to the Government, shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

F. Subleasing, Assigning, and Transferring. The Lessee shall have the right to sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same purpose established in Article I, Paragraphs C., and D., provided written approval of the Lessor is obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations, and terms as set forth herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its tenants and sublessees of the terms and covenants of this Lease, and any subsequent lease amendments. Lessee shall provide Lessor with a copy of any sublease immediately upon commencement. A sublessee may be subject to a separate Operating Permit with the Airport.

ARTICLE VIII

NON-DISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,

DRAFT

discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

DRAFT

D. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

DRAFT

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

DRAFT

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which addresses discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*.).

DRAFT

## ARTICLE IX

## GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments that may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy hereof. Lessee as an independent contractor reserves the right to contest the levy of any tax or assessment that it feels is unjust.

D. Subordination of Lease.

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

DRAFT

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease, with Lessor's written consent. Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor, in no event, shall be liable for the payment of the sum s[illegible]ured by such mortgage or trust indenture, nor for any expenses in connecti[illegible]th the same. Furthermore, such mortgage or trust indenture shall expres[illegible]y provide tha[illegible]e mortgagor or beneficiary will seek no monetary judgment ag[illegible]st Les[illegible]. The mortgage or trust indenture shall also contain provisions requiring the h[illegible]der of the indebtedness secured by such mortgage or trust indenture t[illegible]mail t[illegible]or by certified mail a copy of each notice of breach of covena[illegible], de[illegible]ult, or f[illegible]reclosure given by the holder or the trustee to Lessee under such m[illegible]tgage [illegible]f trust. Mortgagee or beneficiary shall mail a copy of the r[illegible]se[illegible]f the i[illegible]ebtedness to Lessor when the indebtedness has been satisfied.

E. Access/Inspection by Lessor. The Lessor, or any person designated by the Lessor, shall at all tim[illegible] hav[illegible]easonable access to the premises for inspection purposes, and in the event of any emergency, the Lessor or its representatives shall have the right to take such action at the premises as they deem necessary for the protection of persons and property.

F. Modification and Amendments. Changes or modifications to this Lease shall be done in the form of a lease amendment prepared by the Lessor, and to be agreed upon and signed by both Lessee and Lessor.

DRAFT

G. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

H. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

I. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle Room [illegible]
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Marchi Family Enterprises, LLC
ATTN: Liz Marchi
23 C C[illegible]ost H[illegible]e Lane
Bozeman, MT 59718
Phone: Cell: (406) 249-0637
E-mail: liz@lizmarchi.com

or to such other addresses as the parties may designate to each other in writing from time to time.

J. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or as subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assignees, and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DRAFT

DATE: _____

ATTEST:

BY _____
CITY CLERK

CITY OF BILLINGS

BY _____
MAYOR

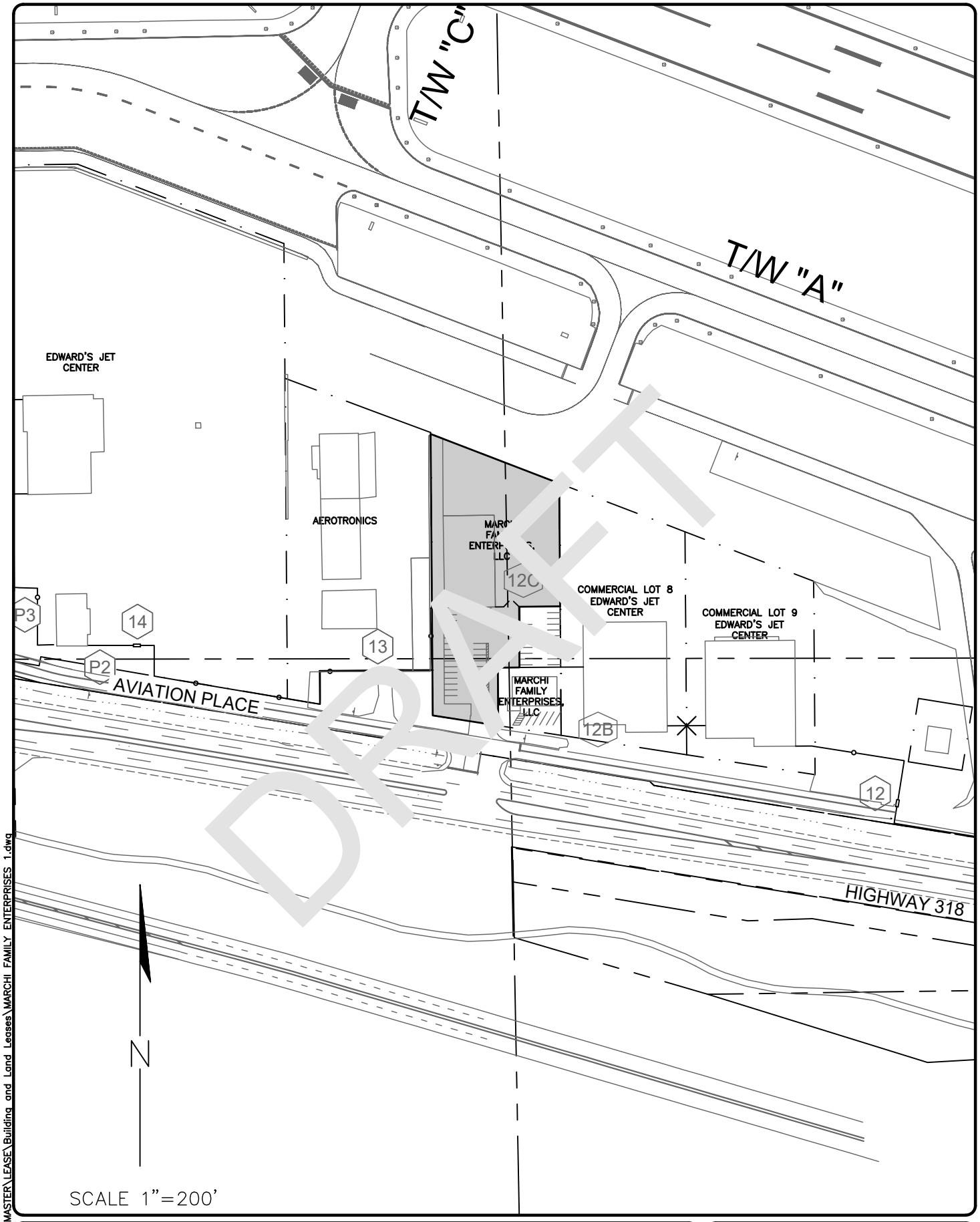
APPROVED AS TO FORM

BY _____
CITY ATTORNEY

MARCHI FAMILY ENTERPRISES, LLC
BY: Macdonald Datsopus and Lind

BY _____
DENNIS LIND, ATTORNEY &
PERSONAL REPRESENTATIVE
OR ESTATE OF JON MARCHI,
DECEASED

DRAFT




DRAFT

V:\2447\000-MASTER\LEASE\Building and Land Leases\MARCHI FAMILY ENTERPRISES 1.dwg

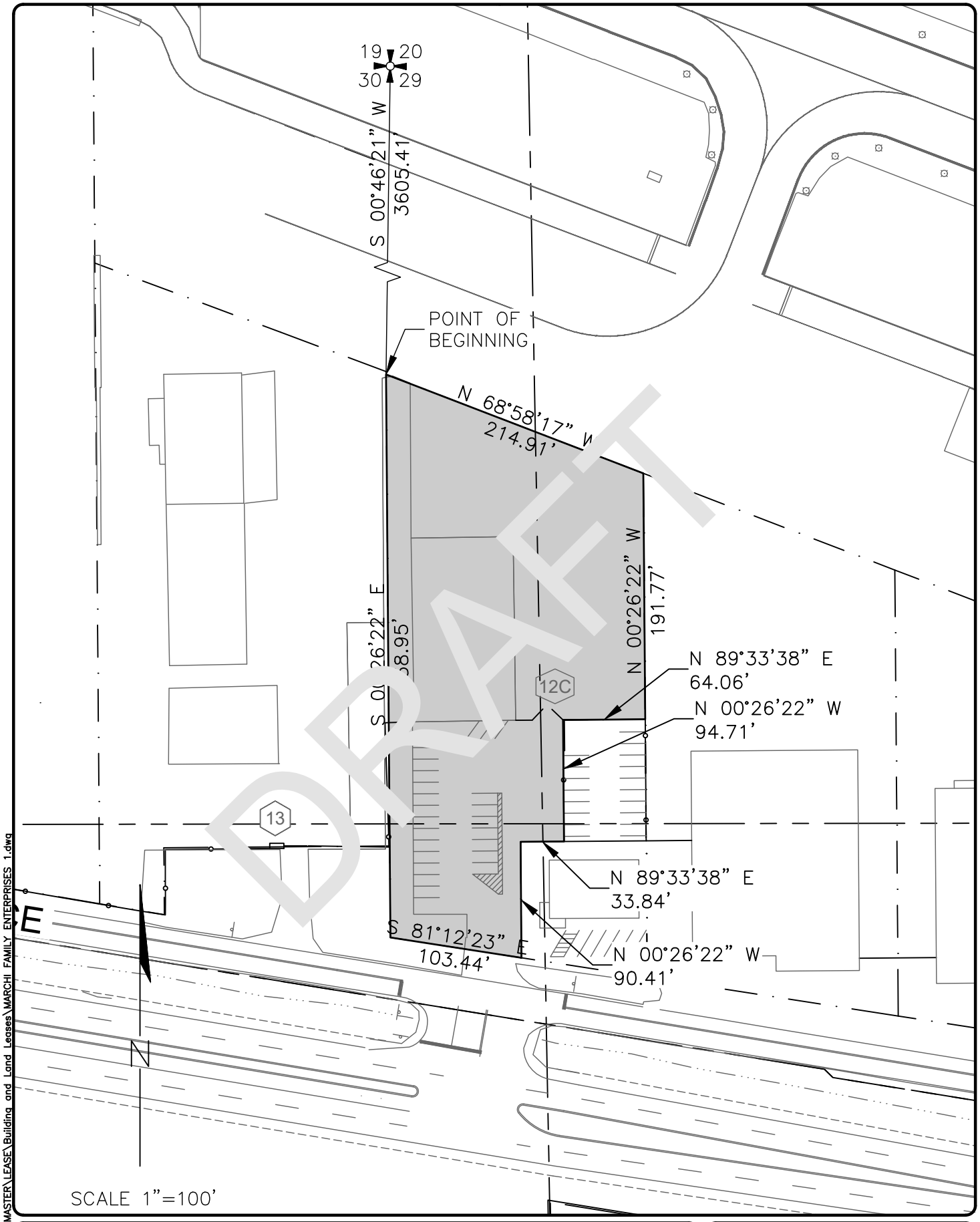
# MARCHI FAMILY ENTERPRISES, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: 04/2025




DRAFT

V:\2447\000-MASTER\LEASE\Building and Land Leases\MARCHI FAMILY ENTERPRISES 1.dwg

# MARCHI FAMILY ENTERPRISES, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: 04/2025

# DESCRIPTION

## Main Parcel

Commencing at the Northeast Corner of Section 30, T. 1 N., R 26 E., P.M.M., Yellowstone County, Montana; thence, S 00°46'21" W a distance of 3605.41 feet to the Point of Beginning; thence, S 00°26'22" E a distance of 438.95 feet; thence, S 81°12'23" E a distance of 103.44 feet; thence, N 00°26'22" W a distance of 90.41 feet; thence, N 89°33'38" E a distance of 33.84 feet; thence, N 00°26'22" W a distance of 94.71 feet; thence N 89°33'38" E a distance of 64.06 feet; thence N 00°58'17" W a distance of 191.77 feet to the Point of Beginning.

Said Parcel containing 67,478 square feet.

DRAFT

V:\2447\000-MASTER\LEASE\Building and Land Leases\MARCHI FAMILY ENTERPRISES 1.dwg

MARCHI FAMILY ENTERPRISES, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 2

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: 04/2025

# LIMITED COMMERCIAL AVIATION GROUND LEASE

THIS LEASE, made and entered into by and between the following:

CITY OF BILLINGS, MONTANA, hereinafter designated "Lessor"

and

MARCHI FAMILY ENTERPRISES, LLC, hereinafter designated "Lessee"

W I T N E S S E T H

RECITALS

1) Lessor owns and operates BILLINGS LOGAN INTERNATIONAL AIRPORT (hereinafter called the Airport) situated in the City of Billings, Montana, and

2) Lessor deems it advantageous to itself and the operation of the Airport to lease to the Lessee certain parcels of land hereinafter described together with certain privileges, rights, uses, and interests, and

3) Lessee wishes to engage in certain limited commercial aviation activities, proposes to lease on fee basis from Lessor said parcels of land, and to avail itself of the same privileges, rights, uses, and interests contemplated herein, and

4) Lessee has indicated a willingness and ability to properly keep, maintain, and improve said land in accordance with standards established by Lessor.

NOW THEREFORE, the parties hereto covenant and agree as follows:

DRAFT

ARTICLE I

PREMISES AND PRIVILEGES

A. Description of the Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property, together with improvements (hereinafter called the premises), for its exclusive use, specifically described as follows:

Address: 1613 Aviation Place

Main Parcel

Commencing at the Northeast Corner of Section 30, T. 1 N., R. 26 E., P.M.M., Yellowstone County, Montana; thence S 02°26'06" E a distance of 3,877.00 feet to the Point of Beginning; thence S 89°33'38" W a distance of 64.06 feet; thence S 00°26'22" E a distance of 94.71 feet; thence S 89°33'38" W a distance of 33.84 feet; thence S 00°26'22" E a distance of 90.41 feet; thence S 81°12'23" E a distance of 97.16 feet; thence N 00°26'22" W a distance of 201.04 feet to the Point of Beginning.

Said parcel of land containing 7,698.00 square feet.

Premises further depicted on attached Exhibit A, and by said reference made a part of this Lease.

B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and covenants herein set forth. Said rights shall be subject to such Federal, State, or Local laws, ordinances, rules and regulations as now or may hereafter have application at the Airport. All use privileges granted herein can only be exercised in the event Lessee is the holder of the appropriate licenses for such commercial endeavors.

1) The general unrestricted use of all public airport facilities and improvements, which are now or may hereafter be connected with or appurtenant to said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for commercial aviation activity as herein defined. For the purpose of this Lease, public

DRAFT

Airport facilities shall include all necessary landing area appurtenances including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, Terminal facilities, or other public facilities appurtenant to said Airport.

2) The right of ingress to and egress from the premises over and across public roadways serving the Airport for Lessee, Lessee's agents, employees, patrons and invitees, suppliers of service and furnishers of material.

C. Specific Privileges, Uses, and Rights. In addition to the general privileges, uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to Lessee and sublessees the right to engage in limited commercial aviation activity on the premises as defined in subparagraphs 1 through 5 below, subject to the conditions and covenants hereafter set out:

1) Use and maintenance of the space for office operations, preferably related to aviation.

2) The right to park vehicles necessary for the office operations.

3) The sale through vending machines of confections, and refreshments and the maintenance on said premises of appropriate facilities therefore.

4) The training on the Airport of personnel in the employ of Lessee and/or its tenants and sublessees.

5) The location, construction, addition, maintenance, and removal of improvements (office space and fenced parking), in any lawful manner, upon or in the demised premises, for the purpose of carrying out any of the activities provided for herein, subject however, to the conditions herein generally or particularly set forth, and the advanced approval from the Director of Aviation and Transit or his/her designee.

DRAFT

The aforementioned rights shall apply to the persons, firms, or corporations having actual possession and occupancy of the premises described herein, and the agents, employees, and invitees of such persons, firms, or corporations.

D. Concessions, Services, and Uses Excluded. The following concessions, services, uses, and the establishment thereof shall be specifically excluded from this Lease:

1) Ground transportation for hire.

2) Vehicle or equipment rental services.

3) News and sundry services.

4) Barber, valet, and personal services.

5) Food sales (except the sale of confections, and refreshments through vending machines).

6) Retail sale of non-aviation products offered for sale in the Terminal Building.

7) Improper storage of all chemicals, solutions, solvents, or any potentially hazardous, explosive, or flammable materials or substances. Improper storage includes storage in violation of any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time.

8) Vehicle or aircraft fuel sales.

9) On-premises fuel storage or fuel storage facilities.

10) The operation of a business of buying and selling aircraft, parts, and accessories therefore, and aviation equipment of all descriptions either at retail, wholesale, or as a dealer.

DRAFT

11) Maintenance, repair, service, or restoration of motorized vehicles or equipment.

12) Outside storage of oil or oil collection containers.

13) Outside storage of used, surplus, or discarded parts, equipment, vehicles, or portions thereof.

14) Parking of any personal vehicles outside of designated parking facilities located on the premises.

15) Storage of personal vehicles, campers, boats, trailers, motor homes, ATVs, or other recreational vehicles, or parts for such.

16) Storage of any household items.

17) Storage of any items outside of the office structure.

18) Off-premise parking.

19) Use of the premises in a residential capacity of any sort, whether temporary or otherwise.

E. Reservation of Right-of-Way. Lessor hereby reserves a right-of-way easement for access purposes over/on the above-described premises. Said reserved rights-of-way may be used by Lessor and all of Lessor's representatives, agents, employees, and Lessor's tenants, employees of said tenants, and persons or entities serving said tenants.

DRAFT

ARTICLE II

TERM OF LEASE

A. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of March 2025, and terminating on the 28th day of February 2035.

B. First Right of Refusal. At the end of the term hereof, the Lessee shall have the first right to accept a new lease of the premises at the same rates and charges that the premises may be offered to any other person or entity. Provided, that the Lessor shall have the sole discretion as to use of said premises and whether or not it will be relet at the end of said term. Provided further, that six (6) months prior to the end of the term, Lessee shall give notice in writing to Lessor of intent to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) days in which to give Lessor notice in writing of acceptance.

C. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

ARTICLE III

RENTAL AND FEES

A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall pay to Lessor $0.3417 per square foot per annum for all ground included in this Lease for an initial annual rental of $5,364.00. Said rental shall be payable monthly in advance, without billing, on the first day of each month in an amount equal to one-twelfth of the annual rental, or $447.00 per month.

B. Interest Penalty. Without waiving any other right or action available to the Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or

DRAFT

charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full. Said interest shall not apply with respect to items being contested in good faith by Lessee and which are resolved in Lessee's favor.

C. Annual Readjustment of Ground Rental. During the term of the Lease, the rental rate will be adjusted annually on the anniversary date of the Lease using the average of the monthly percentage increases of the previous calendar year, as determined by the Department of Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the anniversary date shall be March 1 of each year during the term of the Lease. The Lessor shall send Lessee a notice of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the adjusted rental rates.

D. Rental Adjustments to Market Value. On the fifth anniversary of the Lease, the Lessor may conduct an analysis of the current lease rental rates for other on-Airport properties to determine the current market value of the property. Should the analysis identify that the then-current Lease rental rate on the premises is below market value for other on-Airport properties, the Lessor will notify Lessee six (6) months in advance of an impending Lease increase.

## ARTICLE IV

## OBLIGATIONS OF LESSOR

A. Lessor Warranties. Lessor warrants all things have happened and have been done to make its granting of said Lease effective and that Lessee shall have peaceful possession and quiet enjoyment of the leased premises during the term hereof, upon performance of Lessee's covenants herein.

DRAFT

B. Operation as Public Airport. Lessor shall during the term hereof, operate and maintain the Airport and its public facilities, as defined hereinabove, as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

C. Condition and Maintenance of Premises. Lessor shall assume no responsibility for the condition of the demised premises after delivery of premises to Lessee. Lessor shall maintain all existing roads on the Airport giving access to the leased premises and Lessor shall remove snow from the access roads as Lessor's resources permit.

ARTICLE V

OBLIGATIONS OF LESSEE

A. Condition of Premises. It shall be the sole responsibility of the Lessee to develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or expense to the Lessor. Lessee accepts the premises in its present condition and will repair and maintain any installations thereon except as provided in Article IV, Paragraphs B. - C., and will remove or cause to be removed any debris to the extent required for its continuing use thereof. The Lessee shall be responsible for reporting fuel spillages to the Lessor, soil testing, and all appropriate cleanup measures during the term of this Lease. Further, at the end of the term of this Lease, or sooner if necessitated by either equipment failure or because of environmental requirements, the Lessee, at the Lessor's direction, shall remove from the site any fueling equipment, and any contaminated soil which may exist due to either Lessee's use of fueling equipment or any spills on the site, in compliance with current State, Federal, and Local environmental regulations, and remove any debris related to such removal to render the site clean.

DRAFT

B. Improvements. Lessee shall have the right to and shall provide for future construction, alteration, expansion, and maintenance of its own improvements, in any lawful manner, upon or in the premises, for the purpose of carrying out any of the activities provided for herein, but shall obtain the written approval of Lessor for any such construction, alteration, or expansion prior to beginning such improvements.

C. Maintenance. Lessee, at its sole cost and expense, shall maintain the premises, improvements, and appurtenances thereto in a presentable condition free of refuse and debris consistent with safety and operational procedures, good business practice, in accordance with Billings Logan International Airport's Rules and Regulations, and acceptable to Lessor. Lessee's maintenance responsibility shall include its buildings, asphalt and/or concrete repair, snow removal, and cleanup of any fuel/oil spills on the premises.

D. Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at Lessee's own cost and expense; and Lessee shall pay for any and all service charges incurred therefore. Lessee shall also provide an external water meter-reading device in an external location of the leasehold structure approved by the Lessor; said meter-reading device type shall be specified and pre-approved by Lessor. All utility services shall be installed underground.

E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse occurring as a result of Lessee's occupancy of the premises. Lessee shall contact Airport Administration to coordinate the establishment of trash handling service, use Lessor-approved receptacles for all garbage, trash and other refuse, and shall place them on the premises in a location

DRAFT

acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels, pallets, crates, or other similar items in an unsightly or unsafe manner, or open storage of materials, personal property, salvage, unused or surplus equipment, junk, or refuse on or about the premises, is forbidden. All disposal costs will be paid by the Lessee.

F. Signs. Lessee shall not maintain any billboards or advertising signs on the premises, unless specifically approved by Lessor. Provided, however, that Lessee may maintain on the outside of its building its name(s) or signs, the size, location, and design of which shall be subject to written approval of Lessor prior to installation.

G. Storm Water Pollution Prevention Plan (SWPPP). Lessee shall develop and maintain a SWPPP for the premises in accordance with any and all applicable Federal, State, and Local regulations, identifying all of the activities and conditions on the premises that could cause water pollution and detailing the steps the Lessee will take to prevent the discharge of any unpermitted pollution and a spill response plan. The Airport has developed a SWPPP for airport operations. Lessee may either provide its SWPPP under the Airport's plan, or may develop and maintain its own SWPPP.

Lessee shall provide a current copy of its SWPPP to the Lessor. Lessee shall establish a system of periodic inspections, cleaning, and maintenance to keep any drainage structures clean and operational. Lessee shall see that special care is taken to pile removed snow in a location that will permit water generated by melting of the snow piles to flow into the drainage system on the premises.

H. Federal, State, and Local Regulations. Lessee acknowledges that the right to use said Airport facilities in common with others authorized to do so shall be exercised subject to and in accordance with the laws, rules, regulations, and ordinances of the United States of America, the

DRAFT

State of Montana, and the City of Billings now in force or hereafter prescribed or promulgated by authority or by law and shall be closely observed during the full term of this Lease.

I. Hazardous Substances. Lessee assumes full responsibility for the proper and legal use, handling, storage, and disposal of any hazardous substances used or consumed in Lessee's occupancy or the conduct of its business on the premises. "Hazardous substance" shall be interpreted broadly to mean any substance or toxic material, fuel or petroleum-based products, hazardous or toxic or radioactive substance, or other similar term by any applicable Federal, State, or Local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time and it shall be interpreted to include, but not be limited to, any substance which after release to the environment will or may reasonably be anticipated to cause sickness, death or disease. Lessee shall hold Lessor harmless from and indemnify Lessor against and from any damage, loss, expense or liability resulting from any breach of these representations and warranty including all attorneys' fees and costs incurred as a result thereof.

J. Height Restrictions. Special height restrictions apply on the leased premises. Height of improvements proposed for above ground level must be reviewed and approved in writing by the Lessor prior to installation.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives, and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any

DRAFT

improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents, representatives, and employees from any and all losses that may result to the Lessor and Lessor's officers, directors, agents, representatives, and employees because of any negligence, act, or omission on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the premises.

Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion, aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or negligence of Lessor, its officers, directors, agents, representatives, or employees.

B. Insurance. Lessee shall provide and keep in force for the entire term of this Lease the insurance coverages identified below. Insurance coverage shall be maintained with insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to the Lessor. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a Certificate of Insurance along with all associated and required policy endorsements showing that required insurance is current and in force. Required evidence of insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or termination of the existing policy. Lessee shall provide notice to Lessor of any changes to insurance or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or cancellation. The Certificate of Insurance must include the following reference: City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105. If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become inadequate

DRAFT

during the term of this Lease, Lessee agrees that it will increase such minimum limits by reasonable amounts upon request of the Lessor.

1) Breach of Lease. The continuous maintenance by Lessee of all types of required insurance under this Lease is mandatory. Failure of the Lessee to maintain such insurance is a material breach of this Lease, and does not amend this Lease, nor release the Lessee from any other obligations in this Lease.

2) Commercial General Liability Insurance. Commercial General Liability Insurance on a standard occurrence f[illegible], providing coverage for personal injury, bodily injury, death, and property damage, in amounts not less than $2,000,000 per occurrence; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of Commercial General Liability Insurance and Excess or Umbrella Commercial Liability Insurance. The general liability insurance required in this Lease must be a separate and distinct policy insuring the Lessee and the City of Billings. Other general liability policies shared with other named insureds shall not satisfy the requirements of this section. The commercial general liability policy shall be endorsed to name the City of Billings, and City's officers, directors, agents, representatives, and employees as a **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy will be excess and noncontributory. The policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

3) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation and Employers' Liability Insurance is required if Lessee has employees. Workers' Compensation insurance limits in accordance with the State of Montana and administered by the Montana Department of Labor and Industry. Required limits are

DRAFT

$1,000,000 each accident, $1,000,000 each employee, and $1,000,000 for bodily injury by disease.

4) Automobile Liability. Automobile Liability insurance will be required for all owned and non-owned vehicles in an amount not less than $1,000,000 combined single limit. If Lessee is providing the coverage amount with an automobile policy that provides full coverage for all of the Lessee's vehicle uses, the policy shall be endorsed to include a written waiver of insurer's right to subrogate against the City.

ARTICLE VII

TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT, AND TRANSFER

A. Termination. This Lease shall terminate at the end of the full term hereof without any notice by either party, except as indicated in Article II, Paragraphs B. and C. A holding over by the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without the written consent of the Director of Aviation and Transit or his/her designee and then only on a month-to-month basis.

Upon termination, Lessee shall have the right to remove all moveable fixtures, machinery and equipment, and all other personal property owned or installed by Lessee on the premises. All expenses connected with such removal shall be borne by the Lessee. Said property shall be removed within thirty (30) days after termination of this Lease.

In addition, Lessee has the right to remove, at Lessee's expense, all buildings and other structures owned by Lessee located upon the premises within thirty (30) days upon the termination of this Lease. Lessee shall remove from the premises all debris resulting from the removal of the buildings or structures, fueling equipment and machinery, including any contaminated soils, and Lessee shall generally leave the premises in a clean and orderly condition acceptable to the Lessor.

DRAFT

This right to remove personal property, buildings and structures, equipment and machinery, does not extend to pavement, water lines, sewer lines, electrical lines, utility poles, fencing, exterior light poles, which improvements shall remain the property of the Lessor and shall not be removed.

In the event the Lessee elects not to remove its buildings and other structures, personal property, fixtures, machinery and equipment, and other improvements upon termination of the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to remove the buildings and structures, personal property, fixtures, machinery and equipment, and other improvements, and any contaminated soils, because of failure of Lessee to do so, the cost of removal, demolition, cleanup, remediation, and all other related actions shall be at Lessee's sole expense.

B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee after the happening of one or more of the following events:

1) The permanent abandonment of the Airport as an Air Terminal.

2) The lawful assumption of the United States Government or any other authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating in a normal manner.

3) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

4) The default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such

DRAFT

default for a period of ninety (90) days after receipt from Lessee or written notice to remedy same.

Lessee may exercise such right of termination by written notice to Lessor at any time after the lapse of the above applicable periods of time and this Lease shall terminate as of that date. Rental due hereunder shall be payable only to the date of the happening of the event(s) which results in said termination. Upon termination under the provisions of this paragraph, Lessee shall have the same rights as described in Article VII, Paragraph A. herein.

C. Cancellation by Lessor.

1) This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

a) Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after payment is due.

b) File a voluntary petition of bankruptcy.

c) Make a general assignment for the benefit of creditors.

d) Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after written notice from Lessor of said default.

2) In the event of termination because of the happening of any of the aforesaid events, Lessor may take immediate possession of the premises and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate.

DRAFT

3) It is agreed that failure of Lessor to declare this Lease terminated or to reenter and take possession upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

D. Suspension of Lease. During the time of war or declared national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use. If any such lease is executed, any provisions of this instrument, which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of the Lease shall be automatically extended by the amount of the period of suspension.

F. Subleasing, Assigning, and Transferring. The Lessee shall have the right to sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same purpose established in Article I, Paragraph C., and provided written approval of the Lessor is obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor reserves the right to alter the Lease in any manner deemed necessary by Lessor. Any sublease, assignment, or transfer shall be subject to the same conditions, obligations, and terms as set forth herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its tenants and sublessees of the terms and covenants of this Lease, and any subsequent lease amendments. Lessee shall provide Lessor with a copy of any sublease immediately upon commencement. A sublessee may be subject to a separate Operating Permit with the Airport.

ARTICLE VIII

NONDISCRIMINATION

A. General. In the use and occupation of the Airport, Lessee shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or

DRAFT

ancestry, age, or disability. Additionally, for the services provided during the use and occupation of the Airport, Lessee shall furnish said services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit of service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as may be applicable.

Without limiting the generality of the foregoing, Lessee agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as part of the consideration of this Lease, does hereby covenant and agree as a covenant

DRAFT

running with the land that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

D. Lessee, for itself, its heirs, personal representatives, successors in interest, and assignees, as a part of the consideration of this Lease, does hereby covenant and agree as a covenant running with the land that:

1) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements.

2) No person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over, or under such land and the furnishing of services thereon.

3) Lessee shall use the facilities in compliance with all other requirements imposed by, or pursuant to 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, or such employment activities covered in any

DRAFT

applicable State or Local law. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Article VIII.

E. During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);

3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal aid programs and projects);

4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, § 47123) as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

DRAFT

7) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and § 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);

8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex);

10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations, which addresses discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations;

11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with

DRAFT

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Federal Regulations at 74087 – 74100);

12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*.).

ARTICLE IX

GENERAL PROVISIONS

A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Lease, the nonprevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorney's fees, including fees for in-house attorneys, expended or incurred in connection therewith.

B. Governing Law. This Lease and all disputes arising hereunder shall be construed and enforced in accordance with the laws of the State of Montana. Venue in any proceedings hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

C. Taxes. Lessee shall pay any taxes or assessments that may be lawfully levied against Lessee's occupancy or use of the premises or any improvements placed thereon as a result of Lessee's occupancy, but Lessee as independent contractor reserves the right to contest the levy of any tax or assessment that it feels is unjust.

D. Subordination of Lease.

DRAFT

1) This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

2) Notwithstanding any other prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its rights and interest under this Lease, with Lessor's written consent. Any mortgagee or beneficiary shall have the right to cure any default on the part of Lessee in the payment of rent hereunder and, in the event of default, to assume the Lessee's position under this Lease. Lessor, in no event, shall be liable for the payment of the sum secured by such mortgage or trust indenture, nor for any expenses in connection with the same. Furthermore, such mortgage or trust indenture shall expressly provide that the mortgagor or beneficiary will not seek a monetary judgment against Lessor. The mortgage or trust indenture shall also contain provisions requiring the holder of the indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified mail a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee to Lessee under such mortgage or deed of trust. Mortgagee or beneficiary shall mail a copy of the release of the indebtedness to Lessor when the indebtedness has been satisfied.

E. Access/Inspection by Lessor. The Lessor, or any person designated by the Lessor, shall at all times have reasonable access to the premises for inspection purposes, and in the

DRAFT

event of any emergency, the Lessor or its representatives shall have the right to take such action at the premises as they deem necessary for the protection of persons and property.

F. Modification and Amendments. Changes or modifications to this Lease shall be done in the form of a lease amendment prepared by the Lessor, and to be agreed upon and signed by both Lessee and Lessor.

G. Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease or the particular paragraphs.

H. Effect of Invalid Provision. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected hereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

I. Notices. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Director of Aviation and Transit
Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105

and notices to Lessee, if sent by certified mail, postage prepaid, addressed to:

Marchi Family Enterprises, LLC
ATTN: Liz Marchi
23 C Ghost Horse Lane
Bozeman, MT 59718
Phone: Cell: (406) 249-0637
E-mail: liz@lizmarchi.com

or to such other addresses as the parties may designate to each other in writing from time to time.

DRAFT

J. Successors and Assigns. All of the terms, covenants, and agreements herein contained, or as subsequently amended from time to time, shall be binding upon and shall inure to the benefit of successors, assignees, and sublessees of the respective parties hereto.

IN WITNESS WHEREOF, this document has been duly executed by or on behalf of the parties hereto as of the date indicated below.

DATE: _____

ATTEST:

BY _____
CITY CLERK

CITY OF BILLINGS

BY _____
MAYOR

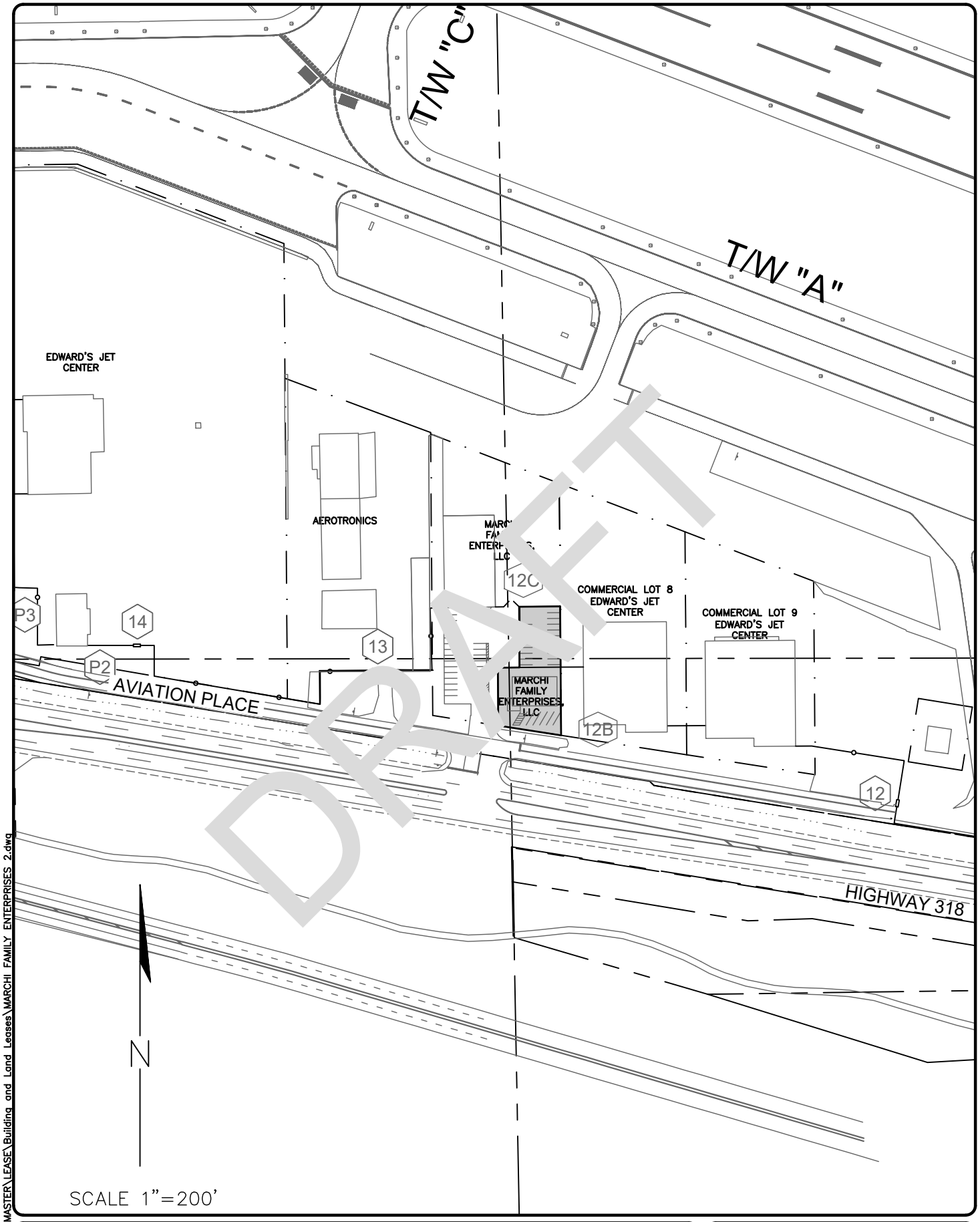
APPROVED AS TO FORM

BY _____
CITY ATTORNEY

MARCHI FAMILY ENTERPRISES, LLC
BY: Macdonald Datsopus and Lind

BY _____
DENNIS LIND, ATTORNEY &
PERSONAL REPRESENTATIVE
FOR ESTATE OF JON MARCHI,
DECEASED

DRAFT




DRAFT

V:\2447\000-MASTER\LEASE\Building and Land Leases\MARCHI FAMILY ENTERPRISES 2.dwg

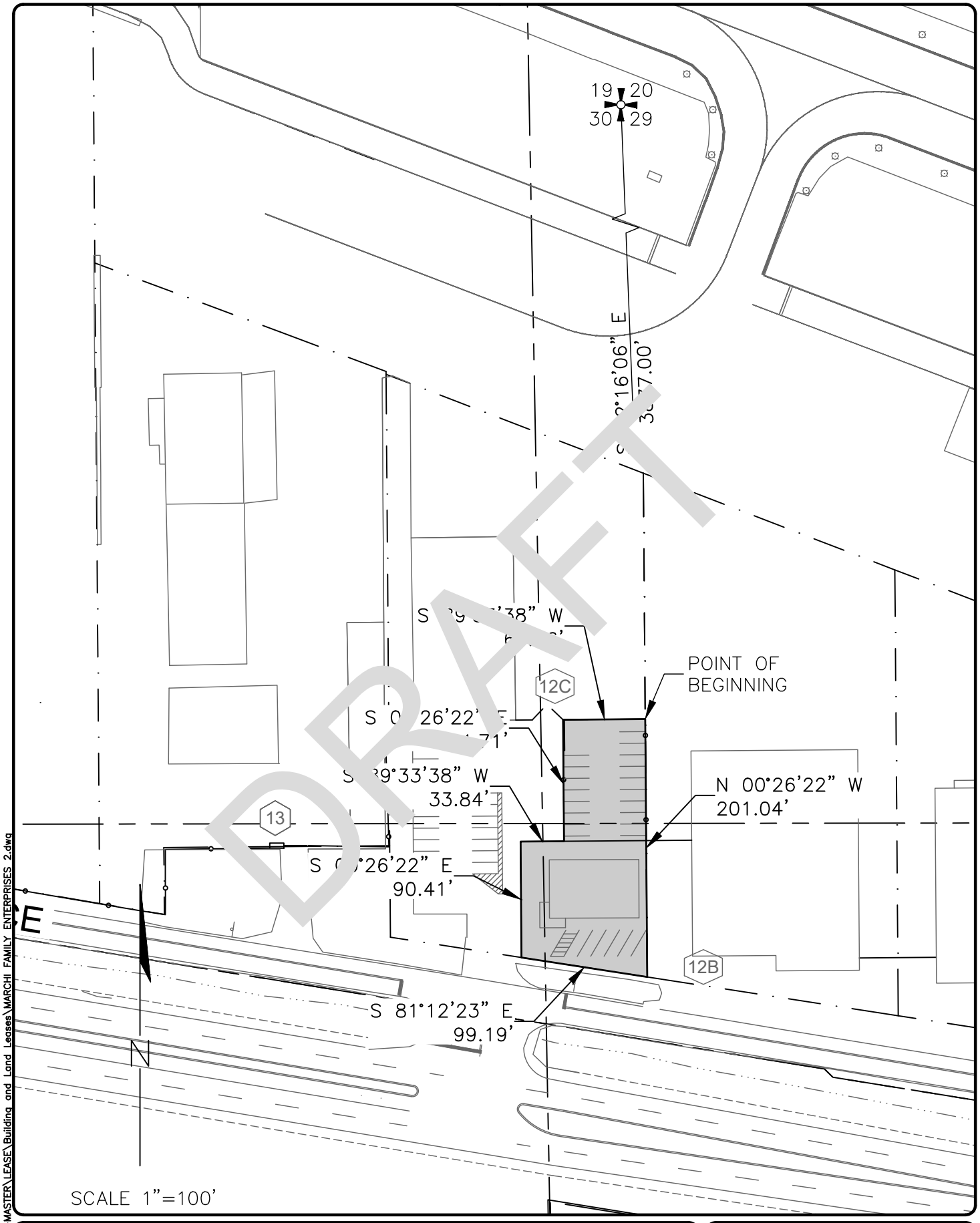
# MARCHI FAMILY ENTERPRISES, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 1 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: 04/2025




DRAFT

V:\2447\000-MASTER\LEASE\Building and Land Leases\MARCHI FAMILY ENTERPRISES 2.dwg

# MARCHI FAMILY ENTERPRISES, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 3

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: 04/2025

# DESCRIPTION

## Main Parcel

Commencing at the Northeast Corner of Section 30, T. 1 N., R 26 E., P.M.M., Yellowstone County, Montana; thence, S 02°16'06" E a distance of 3877.00 feet to the Point of Beginning; thence, S 89°33'38" W a distance of 64.06 feet; thence, S 00°26'22" E a distance of 94.71 feet; thence, S 89°33'38" W a distance of 33.84 feet; thence, S 00°26'22" E a distance of 90.41 feet; thence, S 81°12'23" E a distance of 99.19 feet; thence N 00°26'22" W a distance of 201.04 feet to the Point of Beginning.

Said Parcel containing 15,698 square feet.

DRAFT

V:\2447\000-MASTER\LEASE\Building and Land Leases\MARCHI FAMILY ENTERPRISES 2.dwg

MARCHI FAMILY ENTERPRISES, LLC

AVIATION AND TRANSIT DEPARTMENT–CITY OF BILLINGS

EXHIBIT A 2 of 2

Morrison Maierle
315 N. 25th Street, Suite 102
Billings, MT 59101
Phone: 406.656.6000
Fax: 406.237.1201

ISSUE DATE: 04/2025

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Mutual Release and Settlement Agreement with Knife River |
| **Presented by:** | Debi Meling |
| **Department:** | Public Works |
| **Presentation:** | No |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that City Council approve the agreement with Knife River.

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

The City entered into a Purchase Agreement with Knife River (KR) on October 15, 2019, to purchase land near Hesper Road and Shiloh Road to construct a water treatment plant and storage reservoirs. There were many conditions included in the Purchase Agreement. City staff and KR seek to enter into a new agreement to update the conditions that have been met and refine timeframes and terms for the conditions that have not been met to date. This new agreement is the attached Mutual Release and Settlement Agreement (Settlement). The primary terms of the Settlement are as follows:

- The Settlement will replace the Purchase Agreement
- City agrees to use reasonable efforts to process and otherwise assist KR in obtaining approval of Annexation and Zoning requests submitted by KR. This does not hold the City to a result for either annexation or zoning.
- Water and wastewater connections will be stubbed to several locations on the KR property.
- Right of way, private contract, reimbursement and construction fees associated with the connections will be waived. SDFs for individual buildings are not being waived.
- Specifications for the movement of material from the City's property to the KR property are defined.
- The City will allow KR to discharge stormwater to the City's stormwater facility south of Hesper Road. Water quality requirements for stormwater generated on the KR site are not waived.
- The City will pay KR $1.75M to move material from the reservoir site to KR's site.

## ALTERNATIVES

City Council may:

- Approve the Agreement with Knife River; or,
- Not Approve the Agreement with Knife River. If the Agreement is not approved, material cannot be moved from the West End reservoir site onto their property which will delay the completion of the reservoir project.

## FISCAL EFFECTS

The Agreement stipulates that the City will pay KR $1.75M to use their site as a disposal site for material removed from the reservoir site. There are waivers of fees associated with the connection to the City's water and sewer system. These fees were waived in the initial agreement that has been in place since 2018 so they are not new waivers. The agreement does not waive system development fees for future site developments. There are liquidated damages defined in the agreement for not completing tasks at agreed upon times. City staff does not anticipate these liquidated damages being assessed as the timeframes to complete the work are adequate.

## Attachments

Agreement
Agreement Exhibits
Exhibit E1
Exhibit E2
Exhibit K1
Exhibit K2

# MUTUAL RELEASE AND SETTLEMENT AGREEMENT

[***ALL EXHIBITS NEED TO BE REVIEWED AND APPROVED, ESPECIALLY THE REQUIREMENTS SET FORTH IN THE BMCC].***

| | |
|---|---|
| PARTIES: | JTL Group, Inc., dba Knife River ("Knife River"), & City of Billings ("City") |
| DESCRIPTION OF CASUALTY: | Obligations provided pursuant to Real Property Purchase Agreement dated Oct. 15, 2019 |
| SUM OF SETTLEMENT | $1.75 MILLION |

RECITALS

The Parties entered into that certain Real Property Purchase Agreement dated Oct. 15, 2019 ("Purchase Agreement"). At closing of the Purchase Agreement, the City acquired from Knife River certain real property in Yellowstone County, Montana, as such real property is described on the attached Exhibit A (the "Real Property"). Knife River retained ownership of certain real property in Yellowstone County, Montana, as such retained real property is described on the attached Exhibit B (the "Knife River Property"). Under the Purchase Agreement, the City agreed, among other things, to haul fill material from the Real Property and place it upon the Knife River Property. The City's duties and obligations with respect to the Real Property and the Knife River Property, including the fill project as generally referenced above, were more particularly described in paragraph 3 of the Purchase Agreement (collectively, the "Post-Closing Covenants").

## 1. Release

The Parties fully and forever release and discharge each other from any duties, obligations and/or rights with respect to, or otherwise created or imposed by, Post-Closing Covenants. The Parties further release each other from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the Purchase Agreement, including but not limited to all claims that were raised or could have been raised concerning the Post-Closing Covenants. The Parties intend by this Mutual Release and Settlement Agreement to terminate the Purchase Agreement as of the date of execution of this Mutual Release and Settlement Agreement. All agreements between them related to the Real Property and the Knife River Property described in Exhibits A and B, respectively, shall be contained in this Agreement.

In addition to a mutual release of claims, and as part of the material consideration for this Mutual Release and Settlement Agreement, the Parties agree to the following provisions that are effective upon full execution of this Mutual Release and Settlement Agreement:

1. Annexation, Zoning and Land Use. From time to time, Knife River may, at its sole cost and expense, prepare and submit any annexation petition or initiative, or any

application to change any zoning or land use designation, with respect to all or a portion of the Knife River Property. Upon submission by Knife River of any such completed petition, initiative, or application, and payment by it of any applicable fee, City agrees to use reasonable efforts to process, and otherwise assist Knife River in obtaining approval of any such petition, initiative, and/or application pursuant to any process or regulations in effect at the time of submission of a petition, initiative, or application. If only a portion of the Knife River Property is identified in such petition, initiative or application by Knife River, then the provisions of this paragraph shall continue to apply to the balance of the Knife River Property. For purposes of this Section 1 and Section 11, City's "reasonable efforts" shall include the timely taking of action within the City's control to process, and otherwise assist Knife River in obtaining approval of, any such petition, initiative or application. Provided, however, that the parties understand and agree that the City cannot promise or guarantee, and hereby expressly does not so promise or guarantee, the outcome or final decision of annexation, zoning or land use designation efforts. Annexation, zoning and land use designation are done through the exercise of legislative process by the Montana State law, the City Code and the City Council, and that process is subject to legislative changes that the City cannot control, as well as a vote of the City Council which could impose conditions upon approval. The City cannot, and does not, agree in advance to any annexation, zoning or land use designation decision.

2. West End Neighborhood Plan. City agrees to assist in obtaining the land use designation of the Knife River Property in the new West End Neighborhood Plan in accordance with the map attached as Exhibit C. Such designation shall be subject to public process and adoption by City Council. Provided, however, the parties understand and agree the land use designation is ultimately subject to approval by City Council and cannot agree in advance to a specific land use designation.

3. Water and Sewer Service. City shall make water service reasonably available to the Knife River Property at two locations for extension by future development—one 16-inch tee on the 36-inch water main along the western boundary of Lot 2 and one connection to the 16-inch main at the northeast corner of Lot 1 near the intersection of Shiloh Crossing Boulevard and Shiloh Road. The City will provide three sewer services to the south property line of the Knife River Property with the Hesper Sewer Project that may be extended in the future by development as a main. One 12-inch sewer service will be provided at approximately STA 5+00 to Lot 1, one 12-inch service to Lot 4A and one 12-inch service to Lot 2 at approximately STA 13+08. The City will extend the Hesper Sewer Project to the westernmost boundary of Lot 2. The water and sewer service connections described herein shall have adequate capacity and active conveyance to serve the Knife River Property as same is proposed to be rezoned as set forth above in Section 2. The water and sewer service connections shall be completed no later than one hundred eighty (180) days after the complete execution of this Mutual Release and Settlement Agreement or May 15, 2026, whichever is later.

4. Fees. To the extent allowed by law, City shall waive all applicable fees for Knife River's connection to the City waterline and sewer system for the Knife River Property at all locations within the public rights way, including but not limited to at

the southwest corner of the roundabout and Shiloh Road. A list of the waived fees is set forth on the attached Exhibit D.

5. Reclamation. The parties acknowledge and agree that all reclamation obligations with respect to the Real Property have been completed and that Knife River has received a full reclamation release with respect to the Real Property.

6. Fill dirt. City will deliver, or will cause to be delivered, at its sole cost and expense, at least 500,000 cubic yards of fill material to the Knife River Property in accordance with the terms of and the time deadlines set forth in the W.O. 19-12 West End Reservoir Fill Material Delivery project, a complete copy of which (including Addendum No. 1) is attached as Exhibit E (the "WER Contract"). City hereby represents and warrants that (1) the fill material will be removed solely from the Real Property in connection with the City's general project design for the Real Property as generally depicted on the attached Exhibit F, and (2) to City's actual knowledge, there has been no environmental contamination on the Real Property since the City acquired it from Knife River. If more than 500,000 cubic yards of fill material is available to be removed from the Real Property, City will advise Knife River of same in writing, and within thirty (30) days thereafter, Knife River shall notify City in writing or email communication if it elects to have City, at City's sole cost and expense, deliver such excess to the Knife Real Property. On or before the 3 year anniversary of date of this Agreement, no fill material will be removed from the Real Property to a site other than the Knife River Property without the express written consent of Knife River (and for purposes of this provision, Knife River will be deemed to have provided such express written consent to City if Knife River fails to make an election to receive such excess fill material within the thirty (30) day period set forth above). The fill material will be measured (and certified to Knife River) by a third-party pre-survey and post-survey of the Real Property from which the material is removed. Total quantity shall be calculated through engineering software to confirm the total quantity of fill material delivered is met and the City shall certify that no fill material was removed from the Real Property that was not delivered to the Knife River Property. City shall use reasonable efforts to deliver the fill material to the place on the Knife River Property where Knife River designates it to be placed; and in absence of any other designation by Knife River, the fill material will be placed on the south and east portion of the Knife River Property as generally depicted on the attached Exhibit G. City has no obligation or duty to compact the fill material or perform final grading of it. City's only obligation is to deliver the fill material and place it where Knife River designates the material to be placed. The City shall engage a qualified contractor to perform the fill project in material compliance with the WER Contract, which shall not be changed, amended, or modified in any way that would affect Knife River or the Knife River Property without the express written consent of Knife River, and the City shall ensure that at all applicable times the City and its contractor and any other agents meet the insurance requirements set forth on the attached Exhibit H (which are similar to the insurance requirements set forth on Exhibit D of the Purchase Agreement). The contractor for the City shall obtain and maintain, at its sole cost and expense, a Storm Water Pollution Prevention Plan (hereinafter, "SWPPP") permit for the hauling of material. City shall, and shall cause the contractor to, cooperate with Knife River in obtaining the SWPPP permit and to make reasonable

changes to the SWPPP permit so that it does not negatively impact or otherwise violate permit MTR000424 held by Knife River or its affiliate. A copy of permit MTR000424 is attached as Exhibit I. The fill project described herein shall be completed on or before the date set forth in the WER Contract. Provided that the parties agree that the conditions stated in Standard General Conditions, Article 12 of MPWSS, for an extension of contract times in the WER Contract shall be incorporated and apply to the deadline stated herein Section 6. Provided also that the parties agree that City shall not be responsible or liable for any subsequent movement and/or settlement of any fill dirt provided by City pursuant to the terms herein.

City and its contractor shall complete the fill project described herein in a safe, competent, workmanlike and environmentally responsible manner, in accordance with all applicable laws, and utilizing reasonable care and skill in accordance and consistent with industry standards and good construction practice, as applicable.

7. Notice. The City shall provide a thirty (30) day notice to Knife River in either written correspondence or by email communication prior to entering the Knife River Property and delivering the fill material described in sub-paragraph 6 above (and no such notice given or purported to be given prior to the complete execution of this Mutual Release and Settlement Agreement shall be effective). The written notice shall also provide reasonable estimates of the expected start to finish timeline or fill rate so that Knife River can make appropriate equipment arrangements to move and/or compact such fill material. Knife River expressly grants the City permission to enter upon the Knife River Property to deliver said material and shall not unreasonably delay or block delivery. City acknowledges that the Knife River Property is an active DEQ mine site and must maintain secure and restricted access. City shall ensure that its activities with respect to the fill material will not interfere with or otherwise diminish the secured and restricted access of the Knife River Property.

   If the City's project timing necessitates hauling the fill material prior to Knife River having the fill area prepared and equipment available to spread and compact the fill material, the City shall stockpile the material on existing ground at a location on the Knife River Property that is designated by Knife River.

8. SWMM. As a consideration for this Mutual Release and Settlement Agreement, upon annexation of the Knife River Property into City limits and at the time of future development of the Knife River Property, the City shall waive, and hereby waives, all onsite stormwater quantity requirements listed in the Stormwater Management Manual (SWMM) for development occurring on each of the lots consisting of the Knife River Property, being Lots 1, 2 and 4A, Long Subdivision Amended ("Lots") as shown in Exhibit J.

   The Lots are located within the Special Discharge Area specified in the SWMM that limits the maximum allowable offsite discharge from the Lots to a City facility. The City shall waive, and hereby waives, all requirements of the Special Discharge Area for the Lots.

Additionally, the SWMM requires onsite stormwater storage for Subdivision and Commercial Property Development of the Lots. The City shall waive, and hereby waives, this requirement for the Knife River Property and any runoff directed to the City's stormwater facility located south of Hesper Road shown in Exhibit J.

Knife River agrees that the Lots shall mitigate water quality requirements onsite pursuant to the requirements provided in the SWMM in effect at the time that each portion, part or tract of the Lots is developed. The stormwater shall be treated to meet MS4 requirements prior to being discharged offsite to a City facility. Knife River shall deliver stormwater to the City facility at Knife River's sole expense.

All other drainage improvements shall comply with the provisions of the SWMM and Chapter 28 of the Billings, Montana City Code ("BMCC") in place at the time of each portion, part or tract of development on the Lots. Such drainage improvements provisions of the SWMM and BMCC in effect as of the date of this Mutual Release and Settlement Agreement are attached as Exhibit K.

9. Payment. As additional consideration for this Mutual Release and Settlement Agreement, City shall pay to Knife River the sum of $1.75 Million. Payment shall be made in cash in full on or before the earlier of (a) September 1, 2025 or (b) thirty (30) days from the City's start of the fill project, which is defined as the day that the City begins moving material on its Real Property.

10. Indemnification. City shall fully protect, defend, indemnity, save and hold harmless Knife River, and its officers, agents, employees, parent, divisions, subsidiaries and affiliate companies (collectively, "Indemnities"), from every kind and character of damages, liabilities, losses, expenses, demands, claims, causes of action and costs (including reasonable attorney's fees) of any and every nature whatsoever (including without limitation, claims for pollution and environmental damage) asserted against the Indemnitees by third parties, to the extent arising from or caused by the negligent acts or omissions of City, its contractors, or those for which it is legally responsible, or from a breach of this Mutual Release and Settlement Agreement. To the fullest extent allowed by law, City further agrees to protect, defend, indemnify, save and hold harmless the Indemnitees from and against any claim by any employee of City, contractor or any third party, based on the failure of the Indemnitees to provide a safe place to work or correct an unsafe condition at a work location to the extent the condition found to be unsafe was observed by City or its employees or should have been observed by them upon a reasonably careful inspection of the work location.

11. Annexation, Zoning and Land Use Damages. If City breaches its obligation to use reasonable effort to process, and otherwise assist Knife River in obtaining approval of, a petition, initiative, and/or application under Section 1 herein, and any such breach is solely caused by City's lack of diligence, City shall pay $1,000 per day to Knife River until breach is cured.

12. Water and Sewer Service and Fill Project Damages. If City does not complete its water and sewer service connection obligations under Section 3 by the deadline

set forth therein, City shall pay $1,000 per day to Knife River until such breach is cured. If City does not complete the fill project under Section 6 by the deadline set forth therein, City shall pay $500 per day to Knife River until such breach is cured. No damages shall be payable by City to Knife River hereunder if the failure to meet an applicable deadline is caused by an act of God, flood, fire, earthquake, war, invasion, terrorist threat or act, riot or other civil unrest, national or regional emergency, or other similar events.

13. As-Is and Release Provisions. The Parties understand and agree that provisions attached as Exhibit L (the "As-Is and Release Provisions") are incorporated fully into the terms and conditions and shall survive execution of this Mutual Release and Settlement Agreement. The As-Is and Release Provisions originate from paragraphs 10 and 11 of the Purchase Agreement. Nothing in this Mutual Release and Settlement Agreement shall in any way limited or diminish the terms, conditions, or application of the As-Is and Release Provisions.

The Parties further agree to cooperate fully in any necessary decisions or acts to accomplish the annexation and zoning decisions described above, provided that the Parties agree and understand that all such decisions must be approved by the City Council.

**2. Future Damages**

Inasmuch as the claims, injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Parties agree, as a further consideration, that this Mutual Release and Settlement Agreement applies to any and all claims, injuries, damages and losses resulting from the Post-Closing Covenants, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated. Knife River specifically acknowledges and releases any future claim it may have to claims related to, arising from, or concerning settlement of the Knife River Property, including settlement of any fill material delivered by City pursuant to this Mutual Release and Settlement Agreement.

**3. No Admission of Liability**

It is understood that this Mutual Release and Settlement Agreement is the sole consideration for full satisfaction and accord to compromise disputed claims, and that neither the consideration paid and exchanged by either Party, nor the negotiations for settlement, shall be considered as an admission of liability by any Party.

**4. No Additional Claims**

The Parties represent that no additional claims are contemplated against any other Party potentially liable for the losses, damages, and injuries for which this Mutual Release and Settlement Agreement is given. The Parties covenant and agree to mutually indemnify and save harmless each other from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

## 5. Disclaimer

The Parties have carefully read the foregoing, discussed its legal effect with their attorney(s), understand the contents thereof, and sign the same of their own free will and accord. This Mutual Release and Settlement Agreement shall be binding upon the Parties' owners, affiliates, subsidiaries, parent companies, and successors. For the avoidance of doubt, the obligations, agreements and waivers of the City contained herein (including with respect to annexation, zoning, fill material and waivers of certain requirements) shall continue to apply in the event Knife River sells all or a portion of the Knife River Property to a third party as if such third party were originally a party hereto.

## 6. Confidentiality/Agreement Not to Publicize

To the extent allowed by Montana law, the Parties agree that the Parties shall not disclose or publicize the terms of the release and settlement contained in this Mutual Release and Settlement Agreement, provided that (a) Knife River shall be allowed to disclose this Mutual Release and Settlement to a third party in connection with a proposed transaction related to the Knife River Property or any portion thereof; and (b) the Parties recognize that Montana law provides that a settlement release involving a public entity is a public record available for public inspection unless a right of individual privacy clearly exceeds the merits of public disclosure. The Parties agree to abide by Montana law pertaining to the disclosure of this Mutual Release and Settlement Agreement should that become an issue.

## 7. Severability

Should any provision of this Mutual Release and Settlement Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

## 8. Choice of Law, Parol Evidence, and Venue

This Mutual Release and Settlement Agreement constitutes the entire agreement between the Parties and fully extinguishes and supersedes any and all prior oral agreements which are contrary to the foregoing; provided that Purchase Agreement may apply to the extent necessary with respect to any interpretation or enforcement of the As-Is and Release Provisions. This Mutual Release and Settlement Agreement shall not be modified, altered or discharged except by an instrument in writing, signed by the Party against whom enforcement of the amendment, alteration, or modification is sought. The laws of the State of Montana shall apply to the interpretation of this Mutual Release and Settlement Agreement and venue shall be in the Thirteenth Judicial District Court of the State of Montana, Yellowstone County.

## 9. Headings and Captions; Recitals

The headings and captions used in this Mutual Release and Settlement Agreement are for convenience only, are not a part of this Mutual Release and Settlement Agreement,

and shall not alter or determine any rights or obligations under this Mutual Release and Settlement Agreement. The Recitals are incorporated and made a part of this Mutual Release and Settlement Agreement.

**10. Allocation of Settlement.**

City has not taken, and does not take, any position with respect to the taxability or appropriate tax treatment or tax consequences of any monies received by Knife River pursuant to this Mutual Release and Settlement Agreement, nor has the City provided any opinions or guidance on the same to Knife River.

**11. Construction of Agreement**

Neither this Mutual Release and Settlement Agreement nor its terms will be construed against any of the Parties by reason of their participation in its drafting. On the contrary, this Mutual Release and Settlement Agreement shall be construed as if both Parties had prepared it.

**12. Counterparts**

To facilitate execution, this Mutual Release and Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together with the other signed counterparts, shall constitute one agreement which shall be binding upon and effective as to all Parties. Execution by facsimile or by an electronically transmitted signature shall be fully and legally binding on the Parties.

**CAUTION: READ BEFORE SIGNING!**

Dated this ____ day of _____, 2025.

_____
On behalf of
JTL Group, Inc., dba Knife River

**APPROVED:**

_____
Counsel for JTL Group, Inc., dba Knife River

Dated this ____ day of _____, 2025.

_____
On behalf of City of Billings

**APPROVED:**

_____
Counsel for City of Billings

Exhibit A – Legal Description Real Property

Exhibit B – Legal Description of Knife River Property

Exhibit C – Zoning Designation Map

Exhibit D – List of Waived Fees

Exhibit E - WER Contract Documents

Exhibit F – Real Property Project Design DepictionWest End Reservoir Plan

Exhibit G – Default Location to Dump Fill Material

Exhibit H – Insurance

Exhibit I – KR DEQ SWPPP Permit

Exhibit J – Stormwater facility location

Exhibit K – Drainage and Improvement Provisions of SWMM and BMCC

Exhibit L – As-Is Release Provisions

Exhibit A

Legal Description of the Real Property

That portion of the Real Property to the North of Hesper Road:

Lot 3A of Amended Plat of Long Subdivision located in the S1/2 of Section 15, Township 1 South, Range 25 East, P.M.M. Yellowstone County, Montana

That portion of the Real Property to the South of Hesper Road:

Parcel 1 of Certificate of Survey No. 3733 located in the N1/2 of Section 22, Township 1 South, Range 25 East, P.M.M. Yellowstone County, Montana

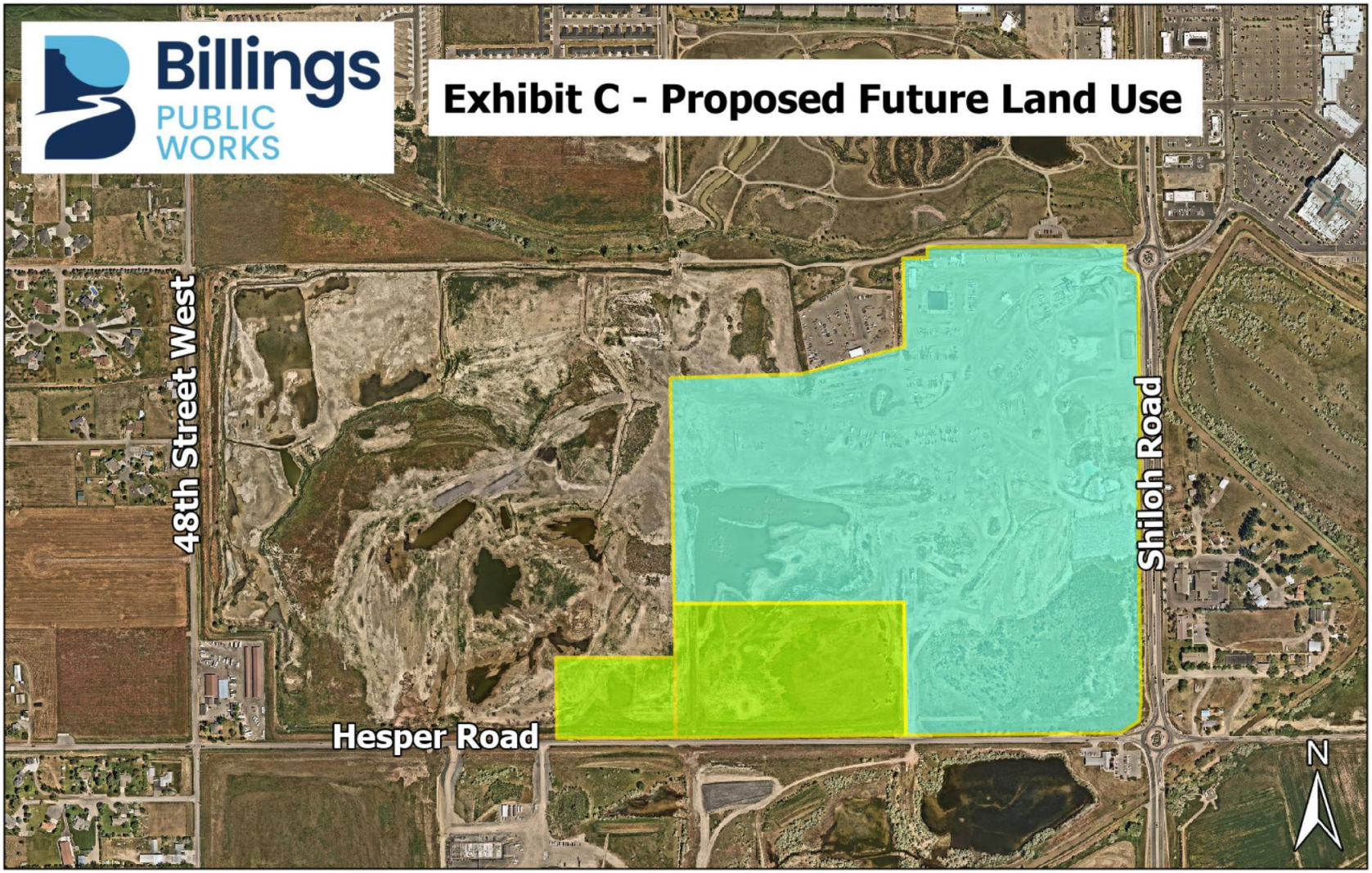
Exhibit B

Legal Description of the Knife River Property

Lot 1, Lot 2 and Lot 4A of Long Subdivision

Exhibit C

Zoning Designation Map for Knife River Property




Urban Node: NX2, NX3, NMU, CMU1, CMU2

Commercial Mixed: NX2, NX3, CMU2, CX, C3 (County)

Exhibit D

List of Waived Fees

Water and sewer fees related to the connection to the city's system. This includes the two water connections and three sewer connections described in Section 3 of this agreement.

Fees for these connections include:

Physical construction costs for the connections

Reimbursement fees for the water and sewer mains that are existing along the frontages of the KR property.

Private contract fees that would be assessed upon approval of construction for the connections. Private contract fees for construction of the site or subdivision water and sewer systems is not waived.

Right of way fees that would be assessed upon approval of construction for the connections. Private contract fees for construction of the site or subdivision water and sewer systems is not waived.

SDF fees for all buildings will be paid by owner or builder or representative at time of building permit for water and wastewater service to buildings.

Exhibit E

WER Contract Documents

See attached WER Contract Documents:

- Project Manual Cover
- Table of Contents
- Division 00 Cover
- Invitation to Bid
- Instructions to Bidders
- Soils Investigation Data
- Bid Form
- Agreement Form
- 2025 Prevailing Wages
- Special Provisions
- Project Drawings
- Addendum #1

Exhibit F

Real Property Project Design Depiction

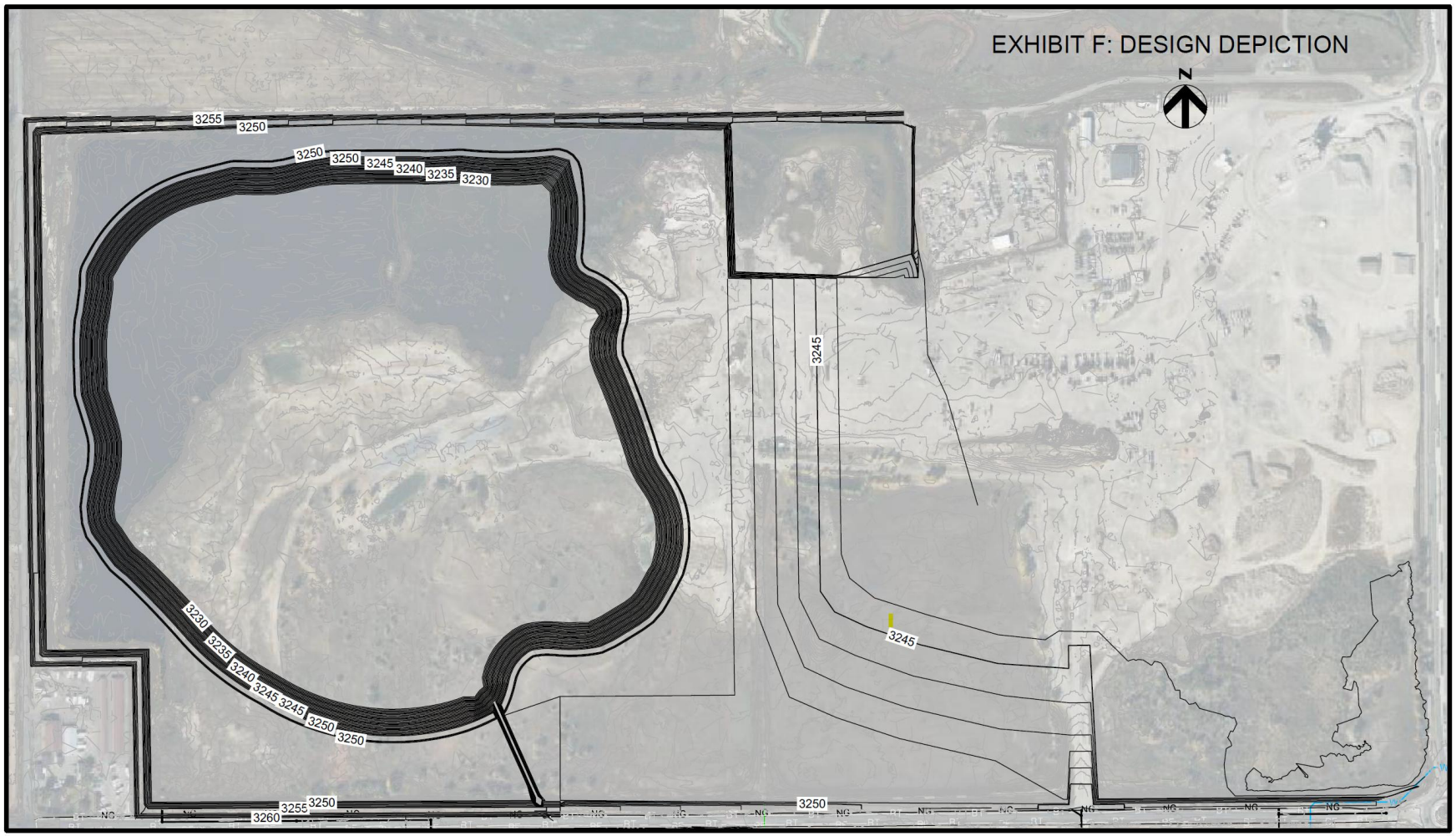


Exhibit G

Default Location to Dump Fill Material

EXHIBIT G
Default Location to Dump Fill Material

Exhibit H

Insurance Requirements

**Insurance**. City and its contractor(s) and agents(s) (collectively referred to herein as "Contractor" for purposes of these insurance requirements and this Exhibit H) shall obtain, at its own expense, from reliable insurance carriers satisfactory to the Knife River ("Owner") and authorized to do business in the state where the work for the WER Contract ("Work') is to be performed, the following applicable insurance policies indicated below, with limits not less than those specified:

1. Worker's Compensation insurance complying with the law of the state(s) in which any work under this Mutual Release and Settlement Agreement is to be performed, whether or not required by such laws to maintain such insurance.

    - If a State Fund is to evidence the Workers' Compensation coverage, an endorsement or policy providing stop gap coverage in place of Employer's Liability is acceptable.

    - No waivers of workers compensation insurance by independent contractors will be accepted.

2. Commercial General Liability insurance with a combined single limit for bodily injury and property damage of $1,500,000 each occurrence and general products liability aggregate of $2,000,000 each, or established statutory tort limits of $750,000 per claim and $1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA, covering all obligations or operations to be performed under this Mutual Release and Settlement Agreement. Policy shall include two years completed operations coverage, no modifications that reduce the standard coverage provided under a commercial liability form, and delete railroad exclusions from contractual section or definition section of insured contract.

3. Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1,500,000 each occurrence or established statutory tort limits of $750,000 per claim and $1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA, to include coverage for all owned, non -owned, and hired vehicles.

4. If applicable, Contractor's Pollution Liability insurance, $1,500,000 each occurrence. This policy shall protect against the actual or alleged liability and costs arising from the sudden and accidental release of pollutants or hazardous materials arising from the Contractor's Work.

5. Commercial Umbrella Liability/Excess Liability insurance providing coverage in excess of the limits specified above (except Workers Compensation) with limits of

not less than $5,000,000 per occurrence. If the City performs the work without use of a contractor, this provision is waived per § 2-9-108, MCA.

**General Insurance Provisions.**

1. Any and all deductibles/self-insured retentions in the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of the Contractor.

2. Any insurance on a "claims made" basis shall provide at least a one year extended reporting period if coverage is cancelled or non-renewed following termination of the WER Contract.

3. The "explosion," "collapse," and "underground" exclusions shall be removed from the liability insurance policies.

4. Cancellation of policies providing coverage herein, as it affects the interest of the Owner, shall be effective only after written notice is received by the Owner thirty (30) days in advance of any such cancellation, except if such cancellation is due to failure to pay premiums in which case 10 days' prior written notice of cancellation is given to said Owner.

5. Upon execution of the WER Contract and prior to commencing Work, the Contractor shall deliver to the Owner certificates in a form satisfactory evidencing the existence of insurance as provided for above and, except with regard to Worker's Compensation and Professional Liability Insurance, naming the Owner as an additional insured. Contractor will resubmit updated certificates prior to the expiration date of any required insurance.

6. All of the above-described insurance policies, together with all other insurance policies now owned or purchased hereunder, shall contain provisions that the insurance carriers will have no right of recovery or subrogation against Owner or any of its subsidiaries or affiliated companies and Contractor does hereby waive its right of recovery against Owner where allowed by law. If the City performs the work without use of a contractor, this provision is waived. (Per section n17.13 of the Liability Memorandum of Coverage a Covered Party (city) shall do nothing to prejudice the Authority’s rights of recovery).

7. Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy or failure of any such insurance carrier providing insurance, or failure of any such insurance carrier to pay claims occurring, shall not be held to waive any of the provisions hereof.

8. Further, compliance by the Contractor with the insurance requirements set forth herein shall not relieve the Contractor from liability for amounts in excess of the limits of insurance. If the City performs the work without use of a contractor, this provision is waived per § 2-9-108, MCA.

9. Contractor shall require all of its subcontractors to fully comply with these insurance provisions, name the Owner as an additional insured, and all to be endorsed with a waiver of subrogation in favor of Owner.

10. Owner shall not insure nor be responsible for any loss or damage to equipment or property of any kind owned or leased by the Contractor or its subcontractors, employees, servants, or agents.

Exhibit I
KR DEQ SWPPP Permit

DEQ
Montana Department of Environmental Quality

March 27, 2023

David Resch
JTL GROUP INC
PO BOX 80066
Billings, MT 59108

RE: Authorization MTR000424 under the Montana Pollutant Discharge Elimination System (MPDES) Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity (MSGP)

Dear David Resch:

JTL GROUP INC is authorized at HESPER NORTH PIT, MTR000424, by the Montana Department of Environmental Quality (DEQ) to discharge under the Multi-Sector General Permit for Storm Water Discharges Associated with Industrial Activity at the discharge location (Outfalls) listed below.

| Outfall | Location Latitude, Longitude | State Water Body | Facility Subsector | Benchmark Monitoring Required | Indicator Monitoring Required |
|---|---|---|---|---|---|
| 001 | 45.7476700,-108.617940 | HOGANS SLOUGH: HOGANS SLOUGH | E2 | Yes | No |
| 002 | 45.7477239,-108.622760 | HOGANS SLOUGH: Hogans SLough | E2 | Yes | No |

Please read the MSGP to ensure you understand how to comply with the conditions. Keep a copy of this authorization letter, the facility's Storm Water Pollution Prevention Plan (SWPPP), and a copy of the 2022-issued MSGP on site at all times. Coverage under the MSGP remains in effect until the expiration on **January 31, 2028**, or the owner/operator submits a Notice of Termination (NOT). Annual fees continue to accrue until DEQ receives a NOT and annual fees are invoiced to the owner/operator in arrears. Permittees must submit DMRs electronically via NetDMR at https://usepa.servicenowservices.com/oeca_icis?id=netdmr_homepage please contact Gina Self at (406) 444-5388 if you need assistance.

Thank you for your efforts in protecting Montana state waters. If you have any questions or concerns, please contact the Water Protection Bureau at (406) 444-5546 as soon as possible.

Sincerely,

Eric Sivers, Acting Bureau Chief
Water Protection Bureau

Exhibit J
Stormwater Facility Location

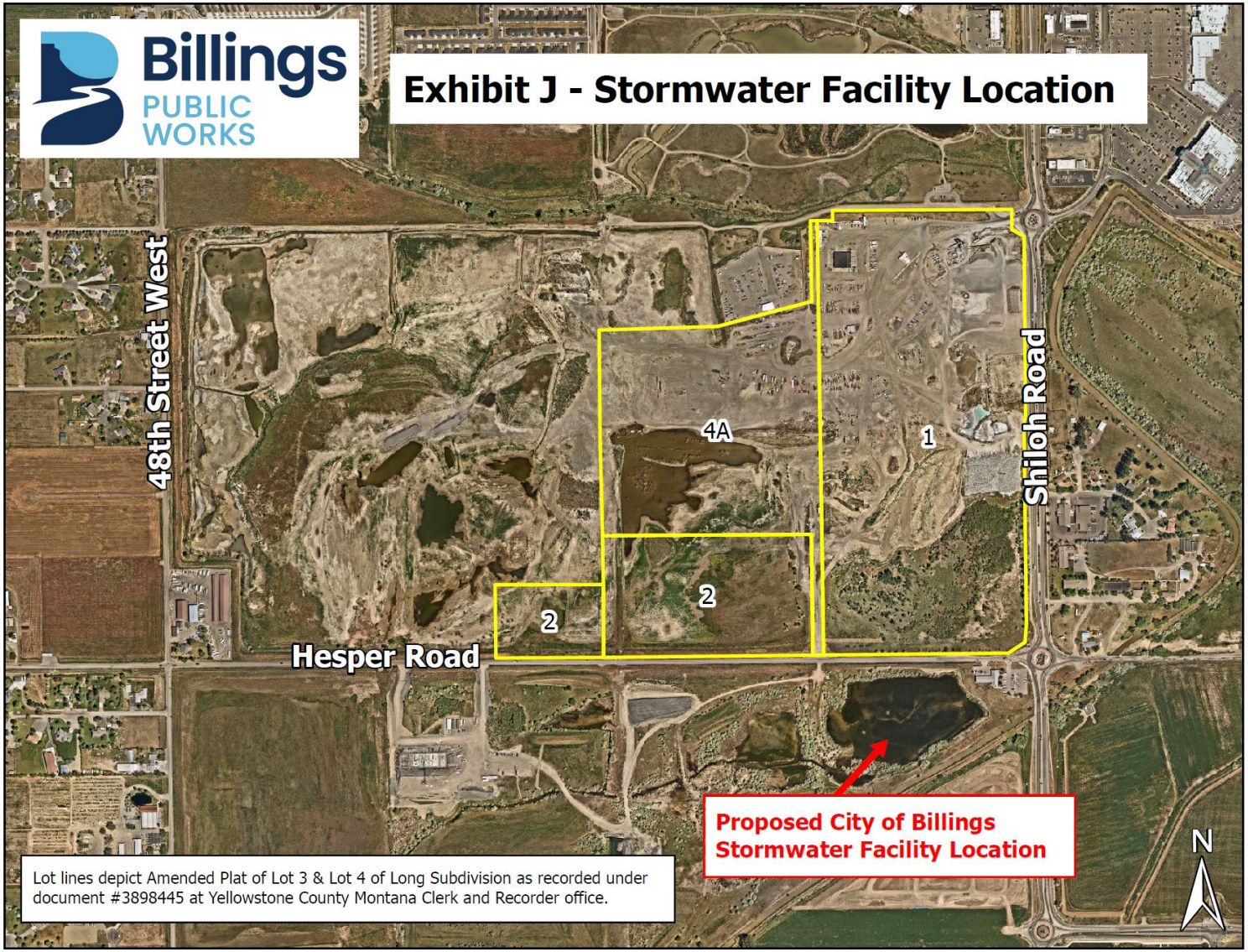


Exhibit K
Drainage and Improvement Provisions of SWMM and BMCC

Exhibit L

As-Is and Release Provisions

**10. <u>As-Is; Acceptance of Property</u>.** CITY AND KNIFE RIVER UNDERSTAND, ACKNOWLEDGE AND AGREE THAT, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT, CITY'S PURCHASE OF THE PROPERTY AND ANY OTHER RIGHTS AND INTERESTS TO BE CONVEYED, SOLD, TRANSFERRED AND/OR ASSIGNED PURSUANT TO THIS AGREEMENT SHALL BE ON AN "AS IS" "WHERE IS" BASIS AND CONDITION WITH ALL FAULTS, AND CITY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, KNIFE RIVER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, OR AS TO THE PHYSICAL MEASUREMENTS OR USABLE SPACE OF THE REAL PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY OR THE EXPENSES OR OPERATIONS OF THE PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE REAL PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE REAL PROPERTY, (H) THE EXISTENCE OR NONEXISTENCE OF ANY LATENT OR PATENT DEFECTS WITH RESPECT TO THE REAL PROPERTY, (I) THE EXISTENCE OR NONEXISTENCE OR DISPOSAL OF HAZARDOUS SUBSTANCES OR POLLUTANTS AT, IN, ON, UNDER OR IN THE VICINITY OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY "HAZARDOUS SUBSTANCES" AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATIONS AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER (COLLECTIVELY, "CERCLA") AND ANY "SOLID WASTE" AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 26 I, (J) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION CERCLA ("ENVIRONMENTAL LAWS"), (K) TITLE TO THE REAL PROPERTY OR THE ASSIGNABILITY, ASSUMABILITY, TRANSFERABILITY OR VALIDITY OF ANY CONTRACTS, AGREEMENTS, FRANCHISES, LICENSES, PERMITS, GOVERNMENT APPROVALS, WARRANTIES OR GUARANTIES RELATING TO THE REAL PROPERTY OR THE USE AND OPERATION THEREOF; (L) COMPLIANCE OR NONCOMPLIANCE

WITH LOCAL, STATE OR FEDERAL STATUTES, ORDINANCES, ORDERS, OR REGULATIONS CONCERNING THE REAL PROPERTY OR THE USE THEREOF; (M) PRIOR OR CURRENT OPERATIONS CONDUCTED ON THE REAL PROPERTY, OR (N) ANY OTHER MATTER OR THING WITH RESPECT TO, AFFECTING OR RELATING TO THE REAL PROPERTY. CITY FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY AGENT, EMPLOYEE, SERVANT OR REPRESENTATIVE OF KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY BROKER OR ANY OTHER PERSON. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, KNIFE RIVER IS NOT AND SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATIONS THEREOF, FURNISHED BY KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY AGENT, EMPLOYEE, SERVANT OR REPRESENTATIVE OF KNIFE RIVER OR ANY AFFILIATE OF KNIFE RIVER OR ANY BROKER OR ANY OTHER PERSON.

**11. Release.** CITY HEREBY AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, AS OF AND AFTER THE CLOSING OF THE PURCHASE AGREEMENT, AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PURCHASE AGREEMENT, KNIFE RIVER AND EACH OF ITS DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, ATTORNEYS, AFFILIATES AND RELATED ENTITIES, HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") SHALL BE, AND ARE HEREBY, FULLY AND FOREVER RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITIES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITIES, LOSSES, CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, DAMAGES (OF ANY NATURE WHATSOEVER), CAUSES OF ACTION, COSTS, PENALTIES, FINES, JUDGMENTS, REASONABLE ATTORNEYS' FEES, CONSULTANTS' FEES AND COSTS AND EXPERTS' FEES (COLLECTIVELY, THE "CLAIMS") WITH RESPECT TO ANY AND ALL CLAIMS, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE REAL PROPERTY OR THE PHYSICAL, ENVIRONMENTAL AND STRUCTURAL CONDITION OF THE REAL PROPERTY OR ANY LAW OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR COST RECOVERY UNDER CERCLA OR ANY OTHER CLAIMS UNDER ANY ENVIRONMENTAL LAWS, AND ANY CLAIM OR MATTER (REGARDLESS OF WHEN IT FIRST APPEARED) RELATING TO OR ARISING FROM (I) ANY VIOLATION, NONCOMPLIANCE OR OBLIGATION TO COMPLY WITH ENVIRONMENTAL LAWS, THE PRESENCE OF ANY ENVIRONMENTAL PROBLEMS, OR THE USE, PRESENCE, STORAGE, RELEASE, DISCHARGE, OR MIGRATION OF HAZARDOUS MATERIALS ON, IN, UNDER OR AROUND THE REAL PROPERTY REGARDLESS OF WHEN SUCH HAZARDOUS MATERIALS WERE FIRST INTRODUCED IN, ON OR ABOUT THE REAL PROPERTY, (II) ANY PATENT OR LATENT DEFECTS OR DEFICIENCIES WITH RESPECT TO THE REAL PROPERTY WHICH ARE UNKNOWN TO KNIFE RIVER, (III) ANY AND ALL

MATTERS RELATED TO THE REAL PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, THE CONDITION AND/OR OPERATION OF THE REAL PROPERTY AND EACH PART THEREOF, AND (IV) THE PRESENCE, RELEASE AND/OR REMEDIATION OF ASBESTOS AND ASBESTOS CONTAINING MATERIALS IN, ON OR ABOUT THE REAL PROPERTY REGARDLESS OF WHEN SUCH ASBESTOS AND ASBESTOS CONTAINING MATERIALS WERE FIRST INTRODUCED IN, ON OR ABOUT THE REAL PROPERTY. CITY HEREBY WAIVES AND AGREES NOT TO COMMENCE ANY ACTION, LEGAL PROCEEDING, CAUSE OF ACTION OR SUITS IN LAW OR EQUITY, OF WHATEVER KIND OR NATURE, DIRECTLY OR INDIRECTLY, AGAINST THE RELEASEES OR THEIR AGENTS IN CONNECTION WITH CLAIMS DESCRIBED ABOVE. THE RELEASE PROVIDED IN THIS SECTION SHALL SPECIFICALLY APPLY WHETHER OR NOT ANY OF THE FOREGOING IS ATTRIBUTABLE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF KNIFE RIVER OR ANY OTHER RELEASEE.

DICK ANDERSON CONSTRUCTION

3/14/2025

**Project:** W.O. 19-12 West End Reservoir Fill Material Delivery

**GC/CM:** Dick Anderson Construction, Inc.

**Owner:** City of Billings

**Engineer:** HDR

**Project Documents:**

- Project Manual Cover
- Table of Contents
- Division 00 Cover
- Invitation to Bid
- Instructions to Bidders
- Soils Investigation Data
- Bid Form
- Agreement Form
- 2025 Prevailing Wages
- Special Provisions
- Project Drawings

**Bid Deadline Date:** 02:00 PM Mountain Standard Time April 8th, 2025

**Project Description:** The West End Reservoir Fill Material Delivery project generally consists of excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

**Dick Anderson Construction, Inc. is the GC/CM and will be taking bids on the attached packages until April 8th, 2025 at 2:00 PM. Questions will be due by April 1st, at 2:00 PM.** Direct all questions to Project Manager Kyle Kastelitz via email at kkastelitz@daconstruction.com .

4512 South Frontage Rd
PO Box 31511
Billings, MT 59101

daconstruction.com
Always Part of the Solution

# City of Billings

## W.O. 19-12 West End Reservoir Fill Material Delivery

# Project Manual

**March 2025**

# TABLE OF CONTENTS

**DIVISION 00 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT**


| | |
|---|---|
| 00100 | INVITATION TO BID |
| 00200 | INSTRUCTIONS TO BIDDERS |
| 00210 | SOILS INVESTIGATION DATA |
| 00300 | BID FORM |
| | BID BOND |
| 00500 | AGREEMENT FORM |
| | MONANA STATE PREVAILING WAGES RATES – HEAVY |
| 00910 | SPECIAL PROVISIONS |

# DIVISION 00

## PROCUREMENT AND CONTRACTING REQUIREMENTS

## SECTION 00100

## INVITATION TO BID

Separate sealed bids for ”W.O. 19-12 West End Reservoir Fill Material Delivery” project will be received by Dick Anderson Construction at 4512 South Frontage Road, Billings, MT 59101 or PO Box 31511 Billings, MT 59107 or kkastelitz@daconstruction.com until 2:00 p.m. local time on April 8th, 2025.

The City of Billings, HDR Engineering, and Dick Anderson Construction, Inc. (General Contractor/Construction Manager) invite interested parties to submit bids for the project. Detailed Instructions to Bidders are included in the supplied project documents.

The West End Reservoir Fill Material Delivery project generally consists of excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

A complete digital package may be downloaded at no charge at www.questcdn.com. Bid Documents are also available at www.montanabid.com

A pre-bid meeting for all bidders will not be held, however interested bidders are encouraged to contact Dick Anderson Construction and arrange for a site visit.

CONTRACTOR and any of the CONTRACTOR’S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of Yellowstone County and the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier’s Check, or Bid Bond payable to “Dick Anderson Construction” in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail or hand delivery shall have any of the bid securities included.

No bid may be withdrawn after the scheduled opening of bids.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of the City of Billings and Dick Anderson Construction.

Dick Anderson Construction is an Equal Opportunity Employer.

Published at Billings, Montana, this March 14th, 2025.

Advertisement Dates: March 14th, 2025
March 21th, 2025
March 28th, 2025
April 4th, 2025

SECTION 00200

INSTRUCTIONS TO BIDDERS

**Instructions to Bidders per the Montana Public Works Standard Specifications, 6th Edition, as Modified by the City of Billings Standard Modifications and as modified below:**

ARTICLE 1 – DEFINED TERMS

Insert 1.1.D. "Owner" – For the purpose of this document OWNER shall refer to Dick Anderson Construction, General Contractor/Construction Manager on this project.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

Revise 2.1 Complete sets of Bidding Documents may be obtained as stated in the Invitation to Bid.

Delete 2.3

ARTICLE 5 – PRE-BID CONFERENCE

Insert 5.2 A pre-bid meeting for all bidders will not be held, however interested bidders are encouraged to contact Dick Anderson Construction and arrange for a site visit.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

Modify 7.1 Revise second sentence to read "Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda. Addenda will be available at QuestCDN. Planholders may download the Addenda at no additional cost**.** In addition, Addenda may also be examined at www.montanabid.com."

**Commented [MD1]:** Do NOT change this link!!

ARTICLE 13 – PREPARATION OF BID

Modify 13.1 Revise first sentence to read "The Bid Form is included with the Bidding Documents; additional copies are available at www.montanabid.com or ."QuestCDN."

Modify 13.11 Add after the first sentence: Montana Contractor's Registration is not required until project award.

Delete 13.12 in the City of Billings Standard Modifications (dated January 2021).

ARTICLE 15 – SUBMITTAL OF BID

Add to 15.1 Only Section 00300 Bid Form and any bid securities are required to be submitted.

Replace 15.2 Bids can either be submitted via email, regular mail, or hand delivered. If using email, the bid must be submitted with a scanned copy of the bid bond. If submitting bid via regular mail or hand delivered, a cashier's check, Certified check or bid bond must be included.

Add to 15.3C. Telecommunication systems as used in this section does not include email.

ARTICLE 17 – OPENING OF BIDS

Insert 17.2 Bids will not be opened at a location that is open to the public. Bids will be opened at the time set for opening in the Invitation to Bid. An abstract of the amounts of the Bid Schedules will be made available to Bidders after the opening of the Bids.

ARTICLE 22 – STATE LAWS AND REGULATIONS

Modify 22.1 Delete reference to employment preference to Montana contractors and residents and contractor's registration.

**END OF SECTION**

# SECTION 00210
SOILS INVESTIGATION DATA

## PART 1 - GENERAL

### 1.1 INVESTIGATION

A. General
   1. Bidders can request from the Engineer (referenced in the Invitation to Bid) soils investigation information pertinent to the project. The soils investigations are provided for information only. The soils investigations are not a part of the contract documents.

B. Soil and subsurface investigations were conducted at the project site. The results of these investigations are found in the following reports:
   1. Geotechnical Data Report – Billings West End Reservoir Phase II, Billings, Montana, September 26, 2023, Terracon Project No. 26195013B.

C. Bidders are urged to examine soil investigation and groundwater data and to make their own investigation of the site before bidding.

**END OF SECTION**

**SECTION 00300**

# BID FORM

**PROJECT IDENTIFICATION:**

W.O. 19-12 West End Reservoir Fill Material Delivery

**CONTRACT IDENTIFICATION AND NUMBER:**

W.O. 19-12 West End Reservoir Fill Material Delivery

**THIS BID SUBMITTED TO:**

| | | |
|---|---|---|
| Dick Anderson Construction<br>kkastelitz@daconstruction.com | Dick Anderson Construction<br>4512 South Frontage Road<br>Billings, MT 59101 | Dick Anderson Construction<br>P.O. Box 31511<br>Billings, MT 59101 |

**1.01** The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

| Addendum No. | Addendum Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques,

sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder .

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such officials immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

**5.01** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Bid Item Description: Reference Specification Section 00910 – SPECIAL PROVISIONS for a breakdown of bid item descriptions.** The description of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum bid items will be paid as a percentage of actual work complete. Percent complete will be based on the schedule of values submitted by the contractor and approved by the Engineer. The schedule of values will break down the lump sum Bid Items into discrete work activities beyond the breakdown shown on the Bid Schedule. The schedule of values must be submitted and approved by the Engineer before the Contractor can request payment for work under this Contract.

**BID SCHEDULE I: West End Reservoir Fill Material Delivery**

| BID ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| I-1 | Mobilization/Demobilization | LS | 1 | | |
| I-2 | Taxes, Bonds & Insurance | LS | 1 | | |
| I-3 | General Conditions | LS | 1 | | |
| I-4 | Borrow Area Clearing | LS | 1 | | |
| I-5 | Fill Material | CY | 500,000 | | |
| I-6 | Zone 3 Waterline/Dewatering Trench Crossing(s) | LS | 1 | | |

TOTAL BID PRICE BID SCHEDULE I $_____
(Figures)

TOTAL BID PRICE BID SCHEDULE I $_____
(Words)

A. Unit Prices have been computed in accordance with paragraph 11.03.B. of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The OWNER reserves the right to reject any or all bids.

**6.01** Bidder agrees that the Work will be substantially completed and competed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

**7.01** The following documents are attached to and made a condition of the Bid:

A. Required Bid security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form identified in the Instructions To Bidders..

**8.01** The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on _____ , _____.
(Date)

Montana Contractor's Registration # (if any) _____

Montana Contractor’s Gross Receipts Account # _____
(Example: XXXXXX-XXX-CGR)

Employer’s Tax ID No. _____

**If BIDDER is:**

**An Individual:** _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

_____

Phone No.: _____ FAX No: _____

**A Partnership:** _____
(Partnership Name)

By: _____
(Signature)

_____
(Name, typed or printed)

Business Address: _____

_____

Phone No.: _____ FAX No: _____

**A Corporation:** _____
(Corporation Name)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature of person authorized to sign)

Title: _____

Attest: _____
(Signature)

Business Address: _____

_____

Phone No.: _____ FAX No: _____

Date of Qualification To Do Business Is: _____

_____
(Corporate Seal)

**A Joint Venture:** Each Joint Venture Must Sign

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

Joint Venturer Name:_____
(Name)

By:_____
(Signature of Joint Venture Partner)

Name:_____
(Name, printed or typed)

Title:_____

Business Address:_____

_____

Phone No.:_____FAX No: _____

Address of Joint Venture for Receipt of Official Communication:
Address:_____

_____

Phone No.:_____FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**END OF SECTION**

1

## SECTION 00500

## AGREEMENT FORM

This Agreement is dated as of _____, by and between "Dick Anderson Construction," hereinafter called Owner, and _____, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Excavating, transporting, and depositing 500,000 cubic yards of material from the City of Billings West End Reservoir site to the adjacent property.

### Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

W.O. 19-12 West End Reservoir Fill Material Delivery

### Article 3. ENGINEER/ARCHITECT

3.01 The Project has been designed by: HDR Engineering who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### Article 4. CONTRACT TIME

4.01 Time of the Essence.

A. All the time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve Substantial and Final Completion.

A. The Work shall be substantially complete (All Fill Material placed on the adjacent property) by December 31, 2025. Final completion of the Work shall be within 30 Calendar days after the date of Substantial Completion.

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred dollars ($500.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete and Two Hundred Fifty dollars ($250.00) for each day that expires after the time specified in paragraph 4.02 for Final completion. The liquidated damages specified herein include unscheduled employment.

**Article 5. CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established lump sum of that item that is constructed and accepted. Lump Sum prices are those listed in the Lump Sum Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

**Article 6. PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments:

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item or for lump sum bid items payment will be made on the percentage of actual work complete based on the schedule of values break down for the lump sum bid item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

    a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

    b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).
    c. In accordance with Title 15, Chapter 50, MCA, the Owner shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all payments due the Contractor and shall transmit such monies to the Montana Department of Revenue.

2. Upon Substantial Completion and at the Owner’s discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

**Article 7. INTEREST:**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate of up to 1% per month.

**Article 8. CONTRACTOR'S REPRESENTATION:**

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 9. CONTRACT DOCUMENTS:**

9.01 Contents

A. The Contract Documents consist of the following:
   1. This Agreement (Pages 1 to 7, inclusive);

2. Performance Bond (pages 1 to , inclusive);
3. Payment Bond (pages 1 to , inclusive);
4. General Conditions (pages 1 to , inclusive);
5. Supplementary Conditions (pages 1 to , inclusive);
6. Special Provisions (pages 1 to , inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of a cover sheet and sheets numbered ____ through ___ with each sheet bearing the following general title:_____ _____;
9. Addenda (Numbers _____to _____, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
    a. Notice To Proceed (pages 1 to ___ , inclusive);
    b. Contractor's Bid (pages _____ to ____, inclusive);
    c. Documentation submitted by Contractor prior to Notice of Award (pages_____ to _____, inclusive);
    d. Notice of Award
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).
    d. Any Notice of Partial Utilization
    e. Notice of Substantial Completion
    f. Lien Waivers
    g. Notice of Final Completion and Acceptance
12. Certificates of Insurance
13. Wage Rates
14. Special Provisions (Section 00900 of Std Mods and project specific)
15. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010, including the City of Billings Standard Modifications thereof.

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

**Article 10. MISCELLANEOUS:**

10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed copies of Agreement. Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____ (which is the effective date of the Agreement).

| | |
|---|---|
| Dick Anderson Construction | Contractor _____ |
| By _____ (Signature) | By _____ (Signature) |
| Attest _____ (Signature) | Attest _____ (Signature) |
| Address for giving notices: | Address for giving notices: |
| _____ | _____ |
| _____ | _____ |
| Phone No._____ | Phone No. _____ |
| FAX No._____ | FAX No. _____ |
| (CORPORATE SEAL) | (SEAL) |
| (If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner - Contractor Agreement. | Contractor Registration No.<br>Agent for service of process:<br>_____<br>_____<br>(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.) |

| Owner's Designated Representative: | Contractor's Designated Representative: |
|---|---|
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Address:_____ | Address:_____ |
| _____ | _____ |
| Phone No.:_____ | Phone No.:_____ |
| FAX No.:_____ | FAX No.:_____ |

**END OF SECTION**

# MONTANA
## PREVAILING WAGE RATES FOR HEAVY CONSTRUCTION SERVICES 2025

## Effective: January 11, 2025

*Greg Gianforte, Governor*
*State of Montana*

*Sarah Swanson, Commissioner*
*Department of Labor & Industry*

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

**The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.**

### MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

# TABLE OF CONTENTS

## MONTANA PREVAILING WAGE REQUIREMENTS:


A. Date of Publication ..... 3
B. Definition of Heavy Construction ..... 3
C. Definition of Public Works Contract ..... 3
D. Prevailing Wage Schedule ..... 3
E. Rates to Use for Projects ..... 3
F. Wage Rate Adjustments for Multiyear Contracts ..... 3
G. Fringe Benefits ..... 4
H. Dispatch City ..... 4
I. Zone Pay ..... 4
J. Computing Travel Benefits ..... 4
K. Per Diem ..... 4
L. Apprentices ..... 4
M. Posting Notice of Prevailing Wages ..... 5
N. Employment Preference ..... 5
O. Projects of a Mixed Nature ..... 5
P. Occupations Definitions Website ..... 5
Q. Welder Rates ..... 5
R. Foreman Rates ..... 5
S Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants ..... 5


## WAGE RATES:


BOILERMAKERS ..... 6
BRICK, BLOCK, AND STONE MASONS ..... 6
CARPENTERS ..... 6
CEMENT MASONS AND CONCRETE FINISHERS ..... 6
CONSTRUCTION EQUIPMENT OPERATORS
OPERATORS GROUP 1 ..... 7
OPERATORS GROUP 2 ..... 7
OPERATORS GROUP 3 ..... 8
OPERATORS GROUP 4 ..... 8
OPERATORS GROUP 5 ..... 8
OPERATORS GROUP 6 ..... 8
OPERATORS GROUP 7 ..... 9
CONSTRUCTION LABORERS
LABORERS GROUP 1 ..... 9
LABORERS GROUP 2 ..... 9
LABORERS GROUP 3 ..... 10
LABORERS GROUP 4 ..... 10
DIVERS ..... 10
DIVER TENDERS ..... 11
ELECTRICIANS ..... 11
INSULATION WORKERS - MECHANICAL (HEAT AND FROST) ..... 11
IRONWORKERS - STRUCTURAL STEEL AND REBAR PLACERS ..... 12
LINE CONSTRUCTION
EQUIPMENT OPERATORS ..... 12
GROUNDMAN ..... 12
LINEMAN ..... 12
MILLWRIGHTS ..... 13
PAINTERS ..... 13
PILE BUCKS ..... 13
PLUMBERS, PIPEFITTERS, AND STEAMFITTERS ..... 13
SPRINKLERFITTERS ..... 14
TRUCK DRIVERS ..... 14

## A. Date of Publication January 13, 2025

## B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(b), states *"Heavy construction projects include, but are not limited to, those projects that are not properly classified as either 'building construction', or 'highway construction.'*

*Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells."*

## C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines "public works contract" as *"…a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of $25,000…"*.

## D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/ or by contacting the department at (406) 444-6543.

## E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states *"The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised."*

## F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:
*"(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."*

## G. Fringe Benefits

Section 18-2-412, MCA states:

*"(1) To fulfill the obligation…a contractor or subcontractor may:*

*(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;*

*(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or*

*(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.*

*(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor."*

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

## H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *"…the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney."*

## I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *"…an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job."* See section H above for a list of dispatch cities.

## J. Computing Travel Benefits

ARM, 24.17.103(23), states *" 'Travel pay,' also referred to as 'travel allowance,' is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee's home, whichever is closer, to the center of the job."* See section H above for a list of dispatch cities.

## K. Per Diem

ARM, 24.17.103(19), states *" 'Per diem' typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer."*

## L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *"…The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract."* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

### M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are *"…performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees."*

### N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

### O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

*"(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.*

*(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification"*

### P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:
http://www.bls.gov/oes/current/oes_stru.htm

### Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

### R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

**S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants** The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

# WAGE RATES

## BOILERMAKERS

| Wage | Benefit |
|---|---|
| $35.30 | $34.00 |

**Duties Include:**
Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

**Travel and Per Diem:**
No travel or per diem established.

↑ Back to Table of Contents

## BRICK, BLOCK, AND STONE MASONS

| Wage | Benefit |
|---|---|
| $32.32 | $16.78 |

**Travel:**
0-70 mi. free zone
>70-90 mi. $60.00/day
>90 mi. $80.00/day

↑ Back to Table of Contents

## CARPENTERS

| Wage | Benefit |
|---|---|
| $36.49 | $17.45 |

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

↑ Back to Table of Contents

## CEMENT MASONS AND CONCRETE FINISHERS

| Wage | Benefit |
|---|---|
| **$38.54** | **$17.04** |

**Duties Include:**
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

**Zone Pay:**
0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr.

↑ Back to Table of Contents

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

| Wage | Benefit |
|---|---|
| $31.51 | $15.73 |

**This group includes but is not limited to:**
Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

**Per Diem:**
0-75 mi free zone
>75 mi $70/day

↑ Back to Table of Contents

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

| Wage | Benefit |
|---|---|
| $32.88 | $15.15 |

**This group includes but is not limited to:**
Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bitunimous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

**Per Diem:**
0-75 mi free zone
>75 mi $70/day

↑ Back to Table of Contents

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

| Wage | Benefit |
|---|---|
| $38.00 | $16.35 |

**This group includes but is not limited to:**
Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

**Per Diem:**
0-75 mi. free zone
>75 mi. $110.00/Day

↑ Back to Table of Contents

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

| Wage | Benefit |
|---|---|
| $38.00 | $16.35 |

**This group includes but is not limited to:**
Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

**Per Diem:**
0-75 mi. free zone
>75 mi. $110.00/Day

↑ Back to Table of Contents

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

| Wage | Benefit |
|---|---|
| $38.00 | $16.35 |

**This group includes but is not limited to:**
Cranes, 45 tons up to and incl. 74 tons.

**Per Diem:**
0-75 mi. free zone
>75 mi. $110.00/Day

↑ Back to Table of Contents

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

| Wage | Benefit |
|---|---|
| $40.00 | $16.35 |

**This group includes but is not limited to:**
Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

**Per Diem:**
0-75 mi. free zone
>75 mi. $110.00/Day

↑ Back to Table of Contents

## CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

| Wage | Benefit |
|---|---|
| $42.00 | $16.35 |

**This group includes but is not limited to:**
Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add $1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

**Per Diem:**
0-75 mi. free zone
>75 mi. $110.00/Day

↑ Back to Table of Contents

## CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

| Wage | Benefit |
|---|---|
| $23.08 | $11.82 |

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

↑ Back to Table of Contents

## CONSTRUCTION LABORERS GROUP 2

| Wage | Benefit |
|---|---|
| $26.15 | $13.44 |

**This group includes but is not limited to:**
General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

↑ Back to Table of Contents

## CONSTRUCTION LABORERS GROUP 3

| Wage | Benefit |
|---|---|
| $26.07 | $13.44 |

**This group includes but is not limited to:**
Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

↑ Back to Table of Contents

## CONSTRUCTION LABORERS GROUP 4

| Wage | Benefit |
|---|---|
| $26.76 | $11.82 |

**This group includes but is not limited to:**
Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete);
Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + $4.85/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

↑ Back to Table of Contents

## DIVERS

| | |
|---|---|
| Stand-By | **No Rate Established** |
| Diving | **No Rate Established** |

Depth Pay (Surface Diving)

| | |
|---|---|
| 0-20 ft. | free zone |
| >20-100 ft. | $2.00 per ft. |
| >100-150 ft. | $3.00 per ft. |
| >150-220 ft. | $4.00 per ft. |
| >220 ft. | $5.00 per ft. |

Diving In Enclosures

| | |
|---|---|
| 0-25 ft. | free zone |
| >25-300 ft. | $1.00 per ft. |

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

↑ Back to Table of Contents

## DIVER TENDERS

**No Rate Established**

The tender shall receive 2 hours at the straight time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

↑ Back to Table of Contents

## ELECTRICIANS

| Wage | Benefit |
|---|---|
| $38.86 | $17.84 |

**Travel:**
No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

0-18 mi. free zone
>18-60 mi. federal mileage rate/mi.

**Per Diem**
**District 4**
>60 mi. $80.00/day
Per Diem in Big Sky and West Yellowstone $125/day.

↑ Back to Table of Contents

## INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

**No Rate Established**

**Duties Include:**
Insulate pipes, ductwork or other mechanical systems.

**Travel:**
0-30 mi. free zone
>30-40 mi. $25.00/day
>40-50 mi. $35.00/day
>50-60 mi. $45.00/day
>60 mi. $130.00/day plus

- $0.56/mi. if transportation is not provided.
- $0.20/mi. if in company vehicle.

↑ Back to Table of Contents

## IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

| Wage | Benefit |
|---|---|
| $34.83 | $28.07 |

**Duties Include:**
Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

**Travel:**
**All Districts**
0-45 mi. free zone
>45-85 mi. $100.00/day
>85 mi. $150.00/day

↑ Back to Table of Contents

## IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

| Wage | Benefit |
|---|---|
| $34.83 | $28.07 |

**Duties Include:**
Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

**Travel:**
**All Districts**
0-45 mi. free zone
>45-85 mi. $100.00/day
>85 mi. $150.00/day

## LINE CONSTRUCTION – EQUIPMENT OPERATORS

**No Rate Established**

**Duties Include:**
All work on substations

**Travel:**
No Free Zone
$60.00/day

↑ Back to Table of Contents

## LINE CONSTRUCTION – GROUNDMAN

| Wage | Benefit |
|---|---|
| $29.09 | $8.36 |

**Duties Include:**
All work on substations

**Travel:**
No Free Zone
$60.00/day

↑ Back to Table of Contents

## LINE CONSTRUCTION – LINEMAN

| Wage | Benefit |
|---|---|
| $52.11 | $18.75 |

**Duties Include:**
All work on substations

**Travel:**
No Free Zone
$60.00/day

↑ Back to Table of Contents

## MILLWRIGHTS

| Wage | Benefit |
|---|---|
| $45.26 | $21.25 |

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

↑ Back to Table of Contents

## PAINTERS

| Wage | Benefit |
|---|---|
| $25.00 | No Rate Established |

**Travel and Per Diem:**
No travel or per diem established.

↑ Back to Table of Contents

## PILE BUCKS

| Wage | Benefit |
|---|---|
| $36.49 | $14.33 |

**Zone Pay:**
0-30 mi. free zone
>30-60 mi. base pay + $4.00/hr.
>60 mi. base pay + $6.00/hr.

**Duties Include:**
Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

↑ Back to Table of Contents

## PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

| Wage | Benefit |
|---|---|
| $45.60 | $21.26 |

**Travel:**
**District 4**
0-70 free zone
>70 mi.

- On jobs when employees do not work consecutive days: $0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
- On jobs when employees work any number of consecutive days: $110.00/day.

**Duties Include:**
Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

↑ Back to Table of Contents

## SPRINKLER FITTERS

**No Rate Established**

**Duties Include:**
Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

**Travel**

The following travel allowance is applicable when traveling in employee's vehicle.

0-60 mi. free zone
>60-80 mi. $23.00/day
>80-100 mi. $33.00/day
>100 mi. $125.00/day + the IRS rate per mile and $8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.
>100 mi. $125.00/day

↑ Back to Table of Contents

## TRUCK DRIVERS

| | No Rate Established | |
|---|---|---|
| | **Wage** | **Benefit** |
| Pilot Car Driver | | |
| Truck Driver | $31.28 | $9.37 |

**Truck drivers include but are not limited to:**
Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

**Zone Pay:**
**All Districts**
0-30 mi. free zone
>30-60 mi. base pay + $3.05/hr.
>60 mi. base pay + .$4.85/hr.

**Special Provision:**
Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

↑ Back to Table of Contents

**SECTION 00910**

# SPECIAL PROVISIONS

## 1.1 FORMAT

The specifications for this project include by reference the following two documents. Although they are not printed in this Project Manual, they are still made part of these Contract Documents and the Contractor must comply with any and all such regulations, unless modified herein.

| *Document* | *Available From* |
|---|---|
| Montana Public Works Standard Specifications (MPWSS)<br>Sixth Edition, April 2010<br><br>For the purposes of this contract, all references to "Owner" in MPWSS shall refer to Dick Anderson Construction | Montana Contractors Association<br>1717 11th Avenue<br>PO Box 4519<br>Helena, MT 59604<br>406-442-4162 |
| City of Billings Standard Modifications to MPWSS<br>Sixth Edition, January 2021<br><br>For the purposes of this contract, all references to "Owner" shall refer to Dick Anderson Construction. | City of Billings Public Works Department<br>Engineering Division<br>2224 Montana Avenue<br>Billings, MT 59101<br>406-657-8231<br><br>*– or online at –*<br>https://www.billingsmtpublicworks.gov/DocumentCenter/View/105/Standard-Mods-January-2021-PDF |

## 1.2 SUMMARY OF WORK

The primary scope of the project is to excavate 500,000 cubic yards of material from the City of Billings property and haul it to the adjacent Knife River property. The material only needs to be deposited on Knife River property in the fill locations shown on the drawings per Knife River's direction. Knife River will spread the material out and compact it. The Fill Material Delivery Contractor will clear the City's property and Knife River will clear their own property.

## 1.3 COORDINATION WITH OTHER CONTRACTS

Currently the dewatering trenches and waterline berm shown on the drawings are being constructed and will be completed prior to the Fill Material Delivery project starting. Therefore, grading shown for these items may not be exact on the drawings.

A contractor yet to be determined will be installing a 36-inch ductile iron treated waterline in the waterline berm. This project is estimated to begin the beginning of November 2025 and run through April 2026. The project is planned to start from the north and continue south across Hesper Road to the water plant currently under construction. The Waterline Contractor will have the right-of-way for continuous installation of the waterline as it relates to coordination with the Fill Material Delivery project. The Waterline Contractor will provide a minimum 14-day notice to the Fill Material Delivery Contractor of impacts to established haul routes. The Waterline Contractor will backfill the pipe trench with flowable fill at haul road crossings as designated by the Fill Material Delivery Contractor. The Fill Material Delivery Contractor will need to reestablish haul roads (if needed) after the waterline is installed through a haul road. The Fill Material Delivery Contractor will also need to provide protection for the waterline at any equipment crossings after the waterline is installed. Any damage to the waterline from haul road construction traffic will be the responsibility of the Fill Material Delivery Contractor.

Knife River will be spreading out and compacting the fill material once its placed by the Fill Material Delivery Contractor on Knife River's property. Knife River will be clearing the fill areas and will provide direction as to the location for the material to be deposited. The anticipated sequence is to start along Hesper Road at the west end of the Knife River and then move east. Once the limits of the fill area are reached along Hesper Road, fill will continue north.

## 1.4 MEASUREMENT AND PAYMENT

General: Refer to the City of Billings Standard Modifications, Section 00900, Article 3 for general measurement and payment requirements.

Bid Item Description and Measurement and Payment:
This section, in general, describes the bid items included in the Bid Schedule. The description of bid items is provided for clarity purposes only. It is not intended to replace, supersede, or preclude any information in the plans and specifications. Unless specified otherwise, all lump sum bid items will be paid as a percentage of actual work complete. Percent complete will be based on the schedule of values submitted by the contractor and approved by the Engineer. The schedule of values will break down the lump sum Bid Items into discrete work activities beyond the breakdown shown on the Bid Schedule. The schedule of values must be submitted and approved by the Engineer before the Contractor can request payment for work under this Contract. General descriptions of the project Bid Items are provided below:

**Bid Schedule I West End Reservoir Fill Material Delivery**

**Bid Item No. I-1: Mobilization/Demobilization, LS:**
This lump sum Bid Item includes all work/costs associated with Mobilization/Demobilization as defined per City of Billings Standard Modifications, Section 00900 Part 4.

Measurement and Payment for this item shall be per City of Billings Standard Modifications, Section 00900, Part 4.

**Bid Item No. I-2: Taxes, Bonds, and Insurance, LS:**
This lump sum Bid Item includes all work/costs associated with any and all state, local, and federal taxes, all required bonds associated with the project, and all insurance required per the contract.

Measurement and Payment for this item shall be per City of Billings Standard Modifications, Section 00900, Part 5.

**Bid Item No. I-3: General Conditions, LS:**
This lump sum Bid Item includes all work/costs associated with: coordination; scheduling; quality control; construction facilities and temporary controls; safety at the site; environmental quality control; final cleanup and contract closeout; and other home office related project work.

Measurement and Payment for this item shall follow the same rate as defined for mobilization/demobilization, reference City of Billings Standard Modifications, Section 00900, Part 4.

**Bid Item No. I-4: Borrow Area Clearing, LS:**
This unit price Bid Item includes all work/costs associated with clearing operations within the defined limits of the borrow area. Clearing is defined as the removal of trees, stumps, brush, heavy surface organics, foreign materials, and all surface debris over 1 ft. in diameter. Cleared material shall be stockpiled in the northeast corner of the site, in the location as identified on the drawings.

Measurement and Payment for this item shall be as a percentage of the total borrow area cleared.

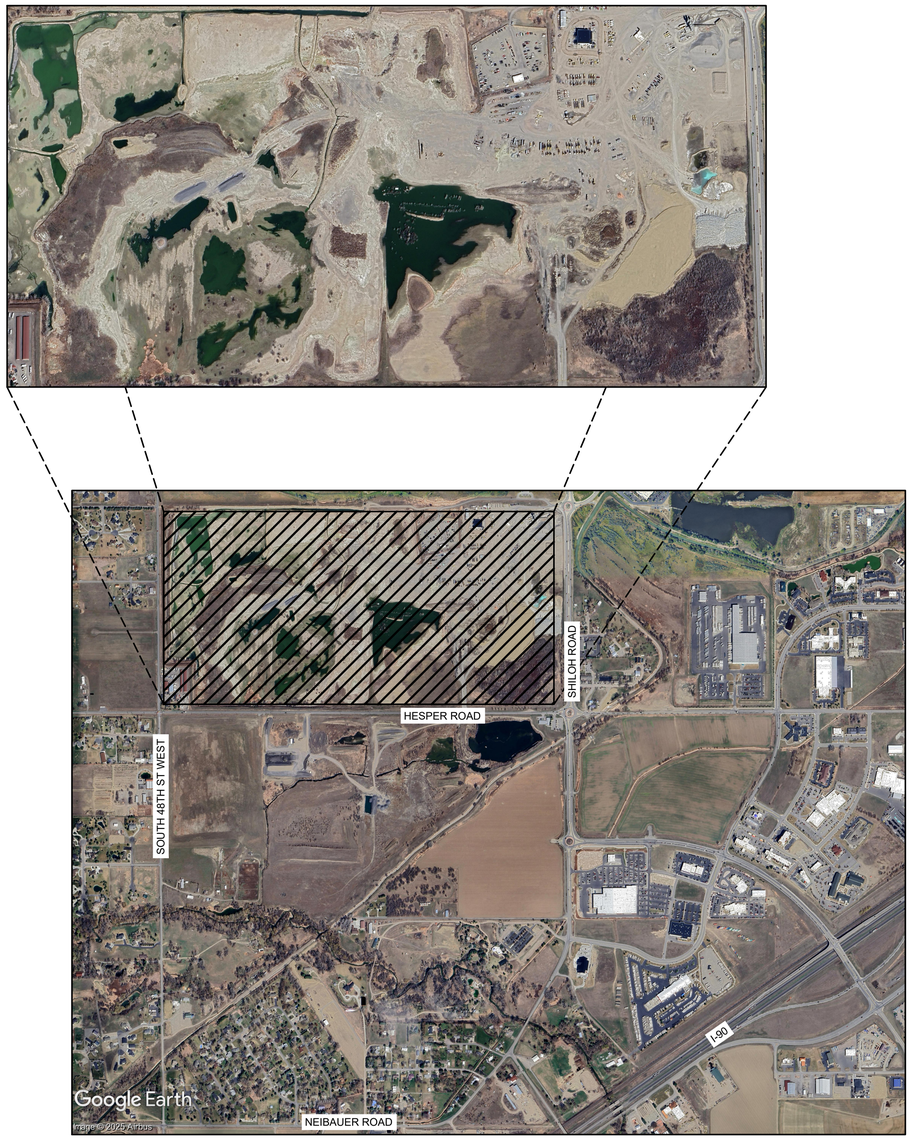
**Bid Item No. I-5: Fill Material, CY:**
This unit price Bid Item includes all work/costs associated with the excavation, loading, hauling, and depositing of fill material from the areas shown on the plans to the adjacent property as shown. Material shall be delivered to the adjacent property, to any location within the defined boundary as shown on the plans, as designated by the landowner. The landowner intends to further spread and compact the delivered fill material, in the event landowner is unable to do so, Contractor shall stockpile fill material at a location within the defined boundary as designated by the landowner. Also included in this bid item is the establishment and maintenance of all haul routes required for the Contractor to complete the work. Compliance under Dick Anderson CM/GC previously established Stormwater Pollution Prevention Plan including but not limited to tracking all slopes after creation, ancillary erosion control and restoration, and dust control throughout the work site.

Measurement and Payment for this item shall be paid for at the contract unit price per cubic yard for the actual measured volume of material excavated, transported, and deposited. Price and payment is full compensation for all labor, tools, equipment, and other incidentals necessary to complete the work as described above. Intermittent progress payments will be per an agreed to approximation between Owner, Engineer and Contractor, of the amount of material moved in the payment period. Final payment and reconciliation of quantities shall be measured from a third-party pre and post survey of the property from which the material is removed, total quantity shall be calculated through engineering software to confirm the total quantity of fill material delivered.

**Bid Item No. I-6: Zone 3 Waterline/Dewatering Trench Crossing(s), LS:**
This lump sum Bid Item includes all work/costs associated with contractor's means and methods to provide protection to the existing Zone 3 Waterline routed North/South along the east edge of the City of Billings Property and filling in the existing Dewatering Trench West of the waterline. Contractor shall be responsible for providing crossings of adequate width and number to facilitate their chosen haul routes. Waterline crossings must be of adequate design to prevent damage to the existing pipeline from the contractor's chosen haul equipment. Dewatering trench crossings can be constructed from onsite material, however the necessary material will not be considered part of the fill material quantity bid item.

Measurement and payment for this item shall be as a percentage of the total number of needed crossings installed per the Contractor's schedule of values.

**END OF SECTION**




Contract Drawings For

# WEST END WATER FACILITY
# W.O. 19-12

## Reservoir
## Fill Material Delivery

### ISSUE FOR BID

Project No. 10126753
Billings, MT

Date: March 2025

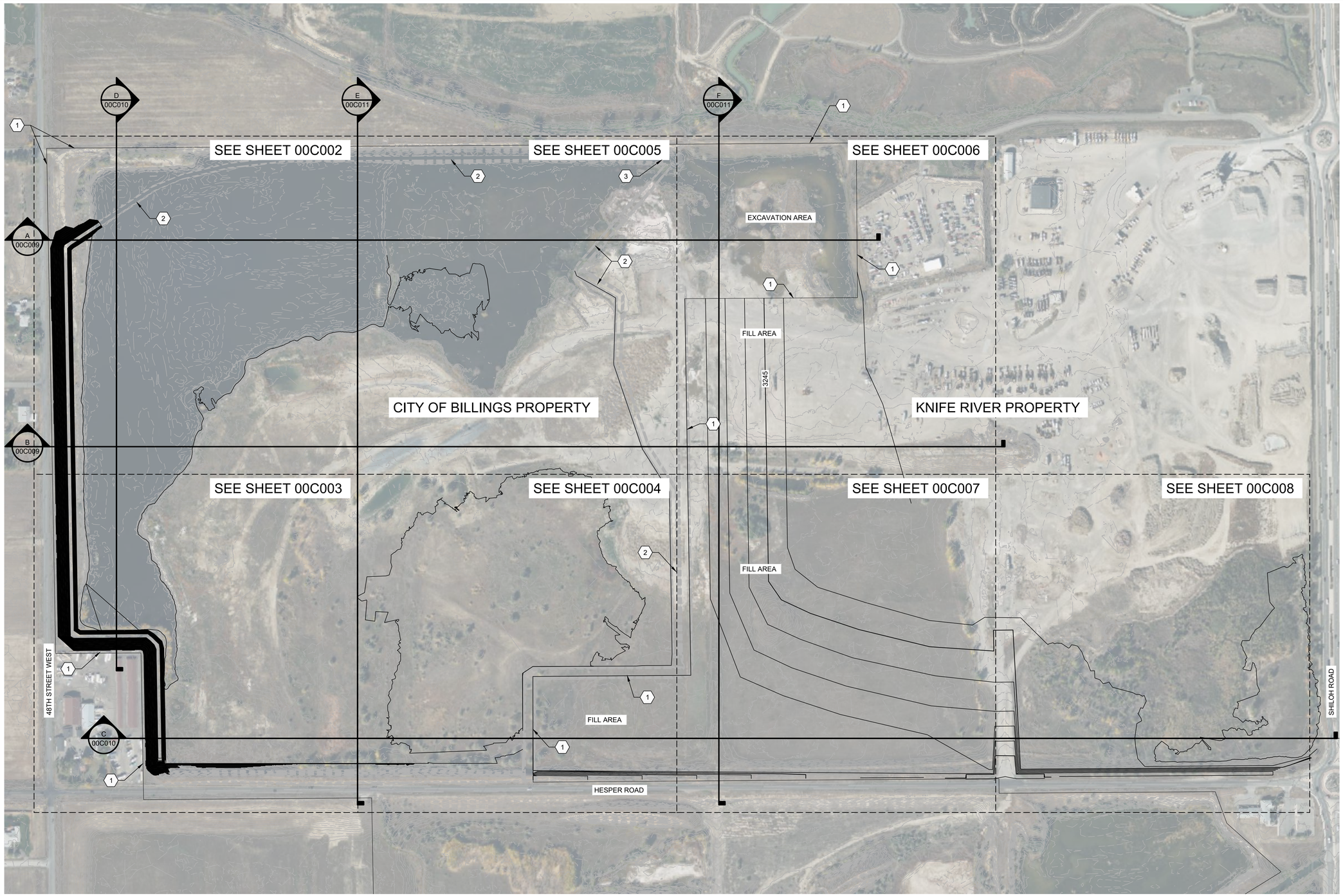
**SHEET INDEX**


| | |
|---|---|
| 00G000 | COVER SHEET & SHEET INDEX |
| 00C001 | OVERALL SITE PLAN |
| 00C002 | ENLARGED PLAN 1 |
| 00C003 | ENLARGED PLAN 2 |
| 00C004 | ENLARGED PLAN 3 |
| 00C005 | ENLARGED PLAN 4 |
| 00C006 | ENLARGED PLAN 5 |
| 00C007 | ENLARGED PLAN 6 |
| 00C008 | ENLARGED PLAN 7 |
| 00C009 | OVERALL SECTIONS 1 |
| 00C010 | OVERALL SECTIONS 2 |
| 00C011 | ENLARGED SECTIONS 1 |
| 00C012 | ENLARGED SECTIONS 2 |
| 00C013 | ENLARGED SECTIONS 3 |
| 00C014 | ENLARGED SECTIONS 4 |


MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

**THIS DRAWING SET HAS BEEN TRANSMITTED WITH A COMPUTER GENERATED SEAL AND SIGNATURE. THE WET SIGNED AND DATED SET OF DRAWINGS IS ON FILE IN THE HDR-BILLINGS MT OFFICE, 970 SOUTH 29TH STREET WEST, BILLINGS MT 59102.**


**CRAIG HABBEN**
**Project Manager**
**HDR Engineering, Inc.**




GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE. THE CUT MATERIAL WILL BE PART OF THE 500,000 CUBIC YARDS.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.

N

200 0 200 400
SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

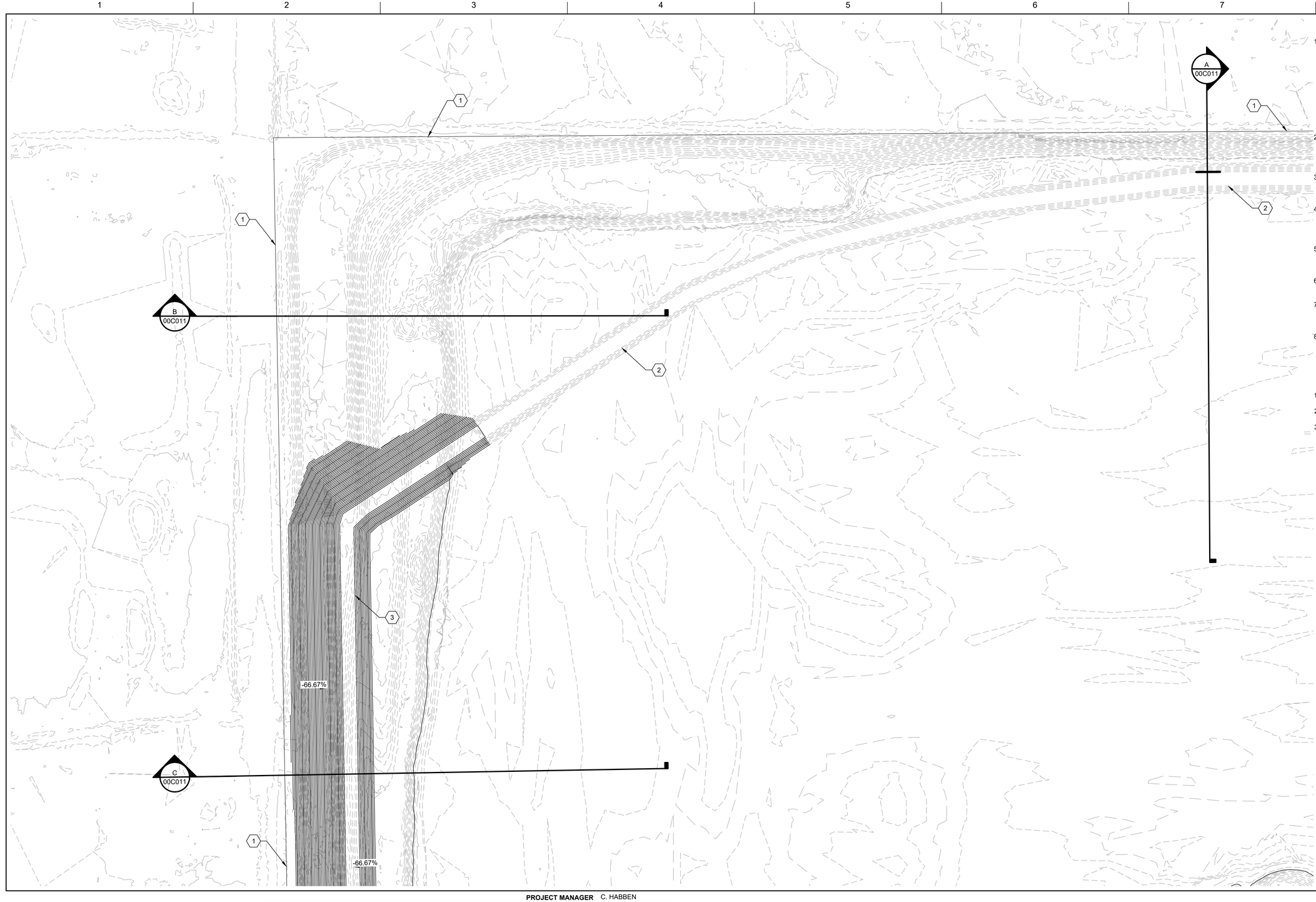
**CIVIL**

**OVERALL SITE PLAN**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C001.dwg

SHEET NUMBER
**00C001**




GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE. THE CUT MATERIAL WILL BE PART OF THE 500,000 CUBIC YARDS.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. PROPOSED DEWATERING TRENCH.

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

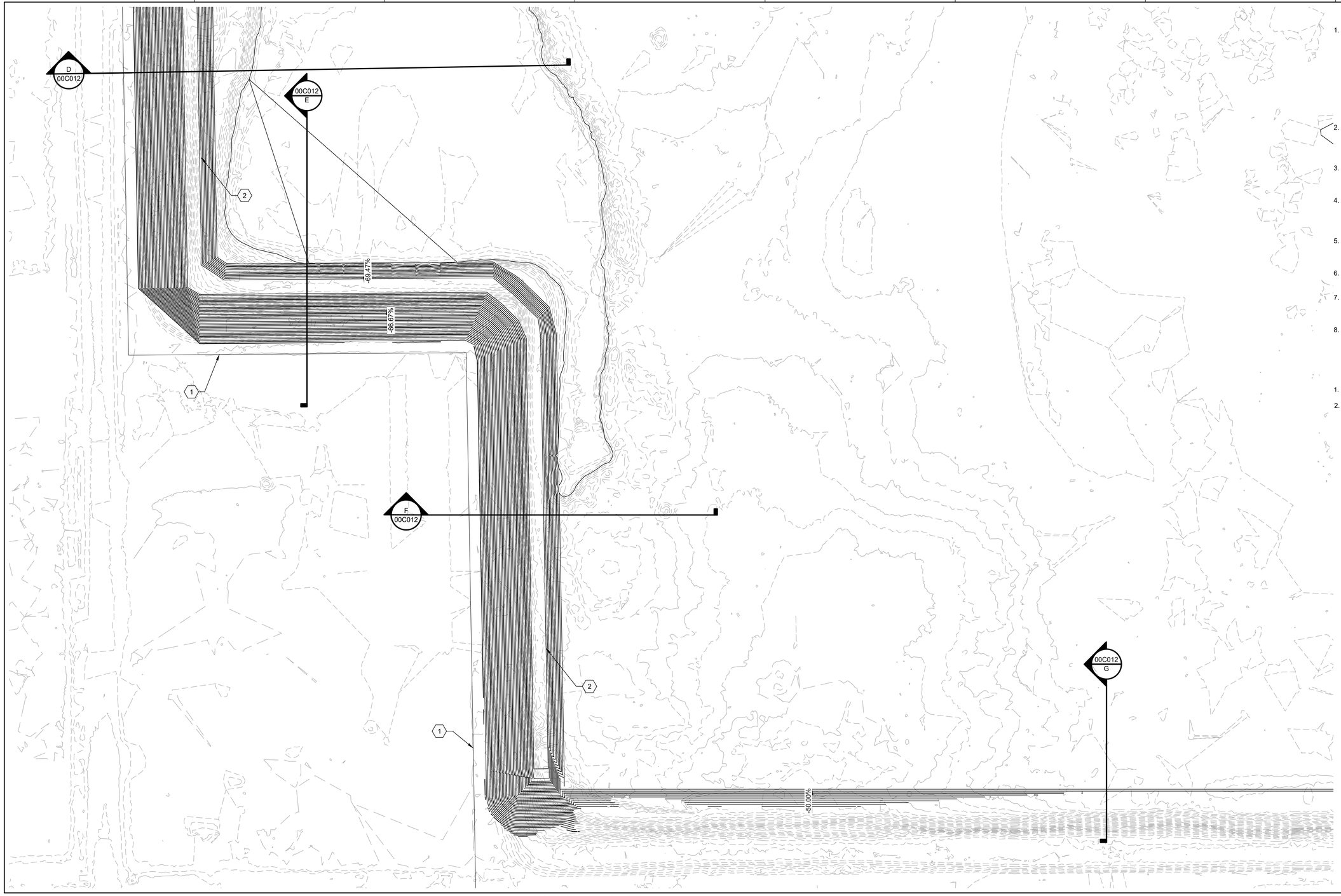
**CIVIL**

**ENLARGED PLAN 1**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C002.dwg

SHEET NUMBER
**00C002**




GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE. THE CUT MATERIAL WILL BE PART OF THE 500,000 CUBIC YARDS.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. PROPOSED DEWATERING TRENCH.

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

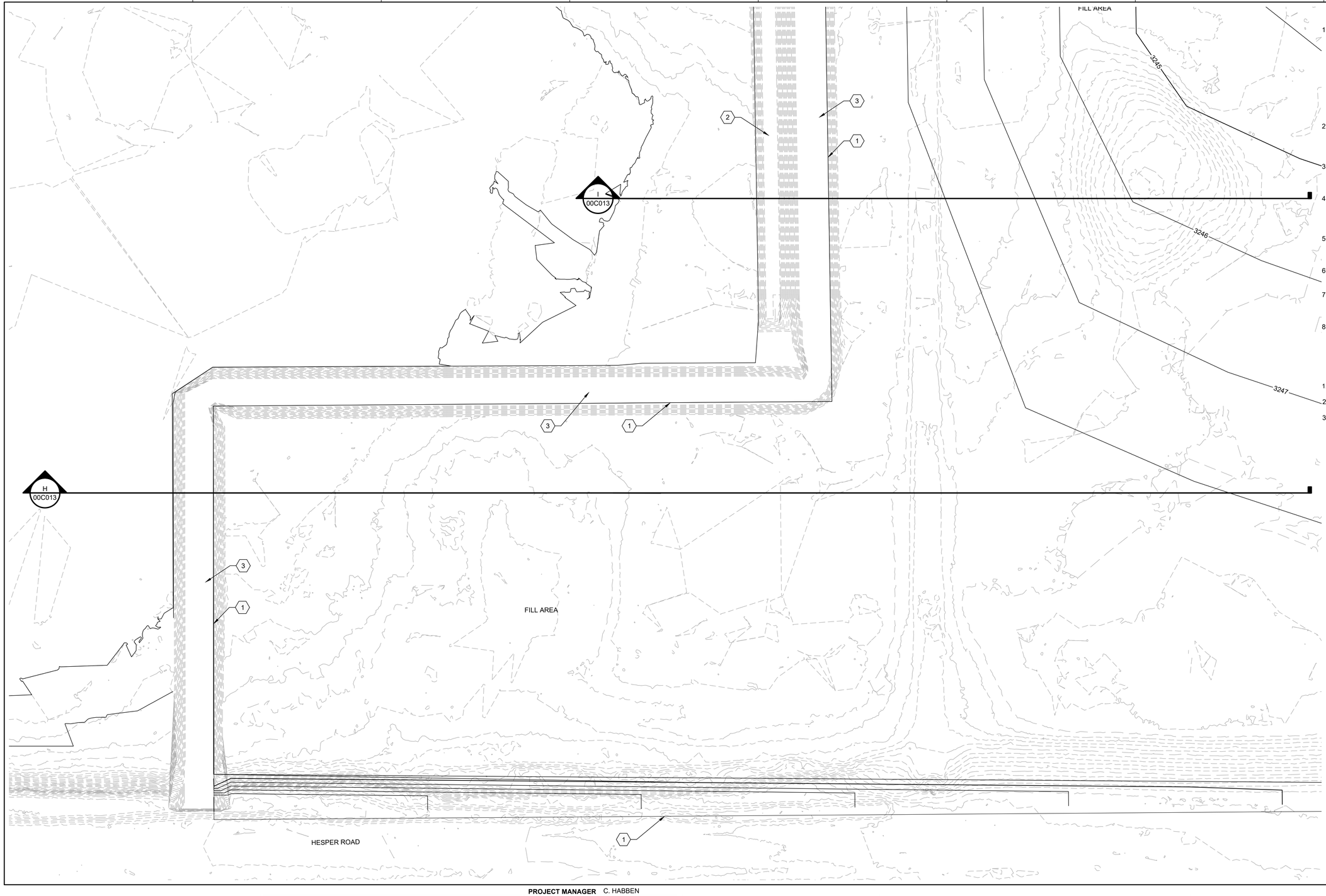
**CIVIL**

**ENLARGED PLAN 2**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C003.dwg

SHEET NUMBER
**00C003**




GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE. THE CUT MATERIAL WILL BE PART OF THE 500,000 CUBIC YARDS.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. EXISTING WATERLINE BERM.

N

50' 0' 50' 100'

SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

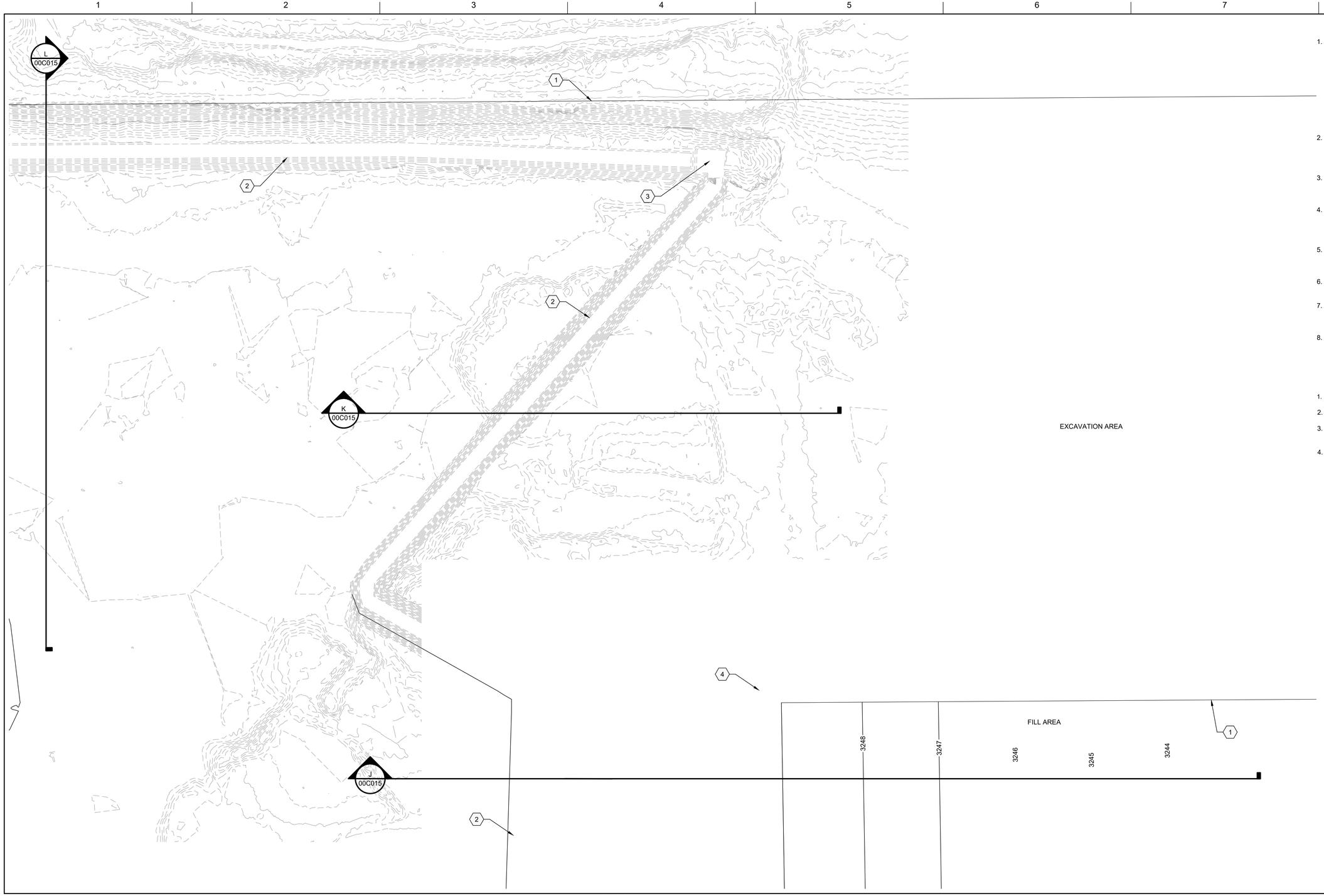
**ENLARGED PLAN 3**

0 1" 2"

AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

**SHEET NAME**
00C004.dwg

**SHEET NUMBER**
**00C004**




GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE. THE CUT MATERIAL WILL BE PART OF THE 500,000 CUBIC YARDS.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.
4. EXISTING WATERLINE BERM.

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED PLAN 4**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C005.dwg

SHEET NUMBER
**00C005**

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.
4. EXISTING WATERLINE BERM.

N

50' 0' 50' 100'

SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED PLAN 5**

0 1" 2"

AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

**SHEET NAME**
00C006.dwg

**SHEET NUMBER**
**00C006**

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. EXISTING WATERLINE BERM.

N

50' 0' 50' 100'

SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS
PUBLIC WORKS
ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

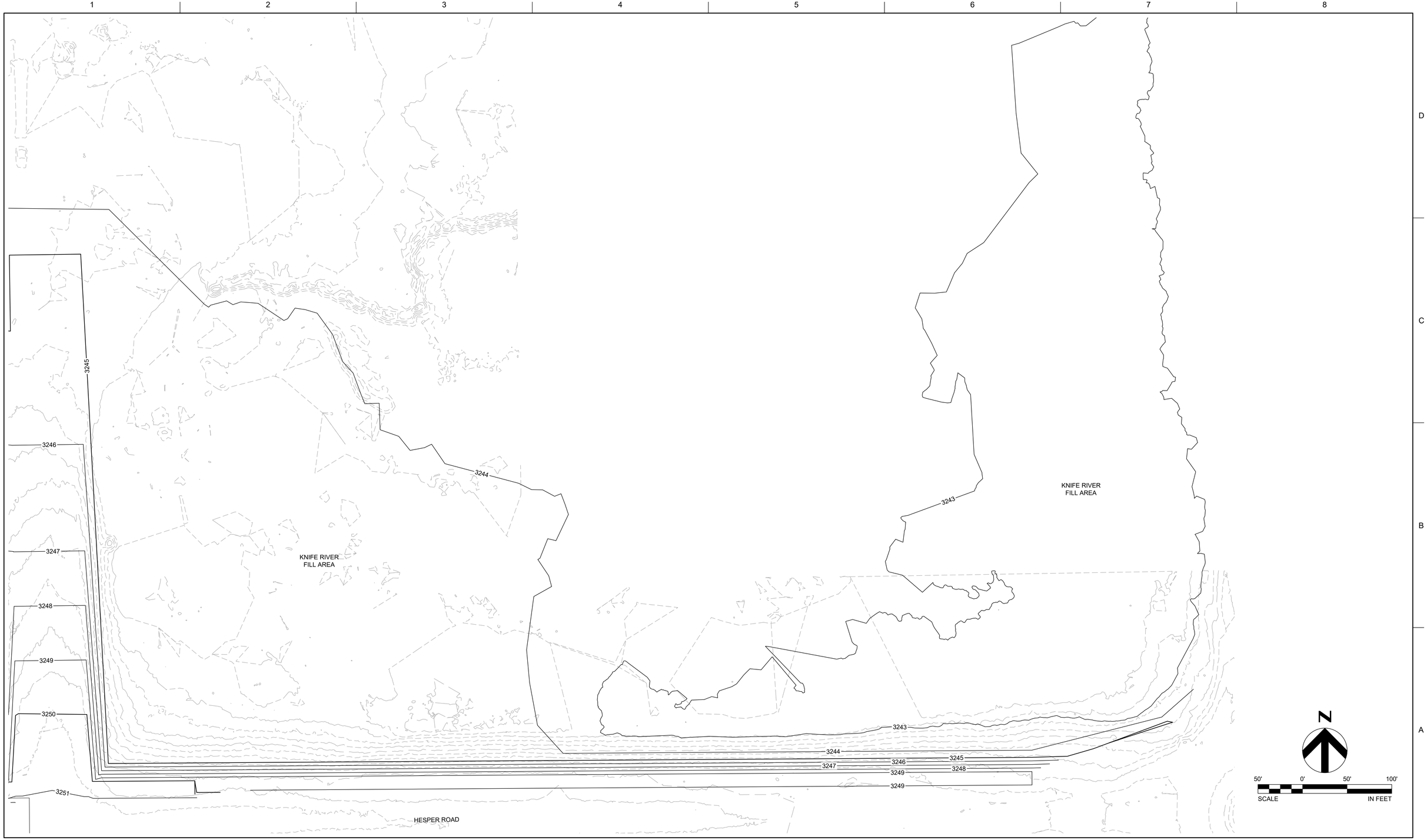
**ENLARGED PLAN 6**

0 1" 2"

AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

**SHEET NAME**
00C007.dwg

**SHEET NUMBER**
**00C007**




| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS
PUBLIC WORKS
ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

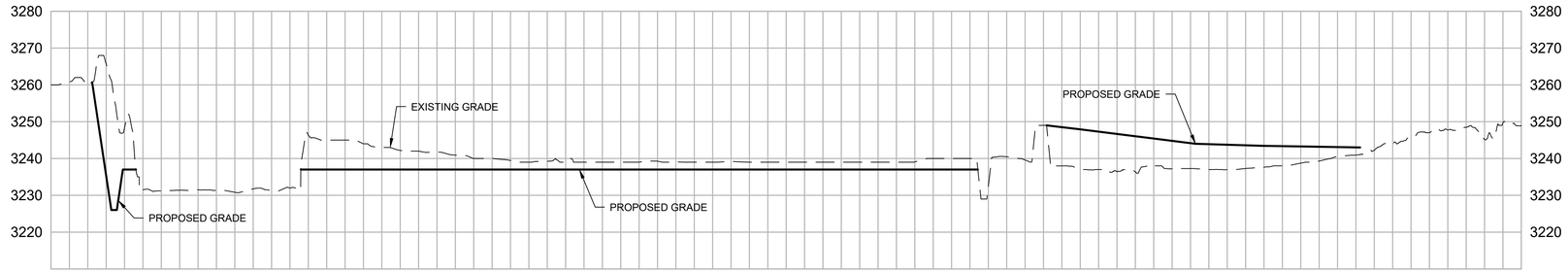
**ENLARGED PLAN 7**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

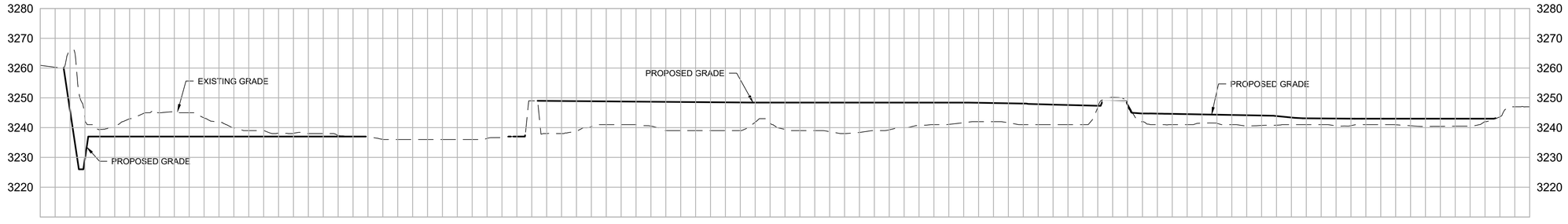
**SHEET NAME**
00C008.dwg

**SHEET NUMBER**
**00C008**

A 00C001 SECTION




B 00C001 SECTION




C 00C001 SECTION

200' 0' 200' 400'
HORIZONTAL SCALE IN FEET

20 0' 20 40
VERTICAL SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

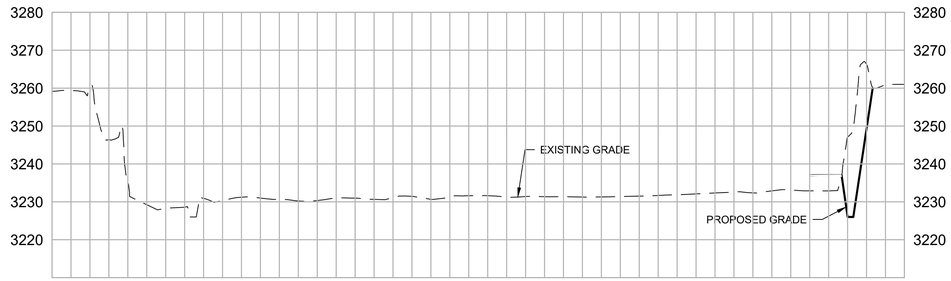
**CIVIL**

**OVERALL SECTIONS 1**

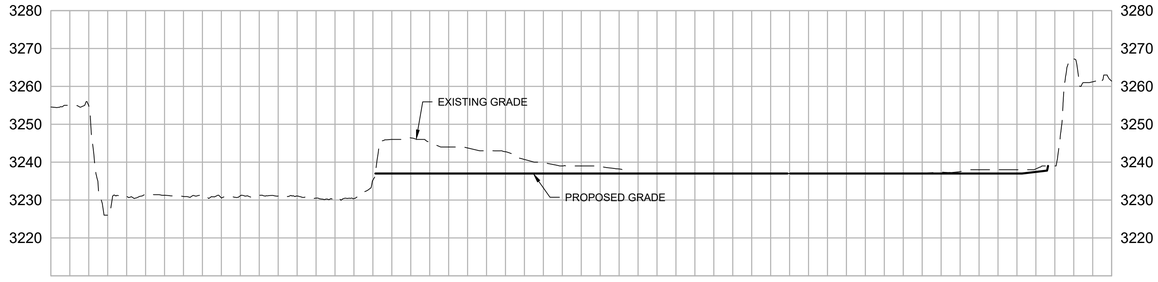
0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

**SHEET NAME** 00C009.dwg

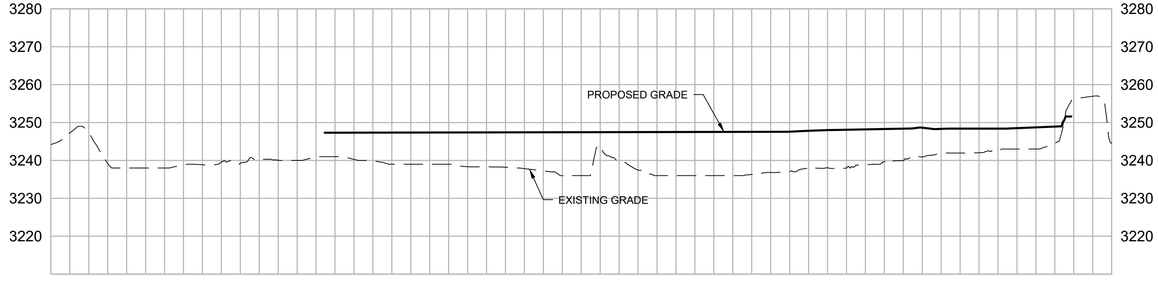
**SHEET NUMBER** 00C009




D 00C001 SECTION




E 00C001 SECTION




F 00C001 SECTION

260' 0' 260' 300'
SCALE IN FEET
20 0' 20 40
VERTICAL SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

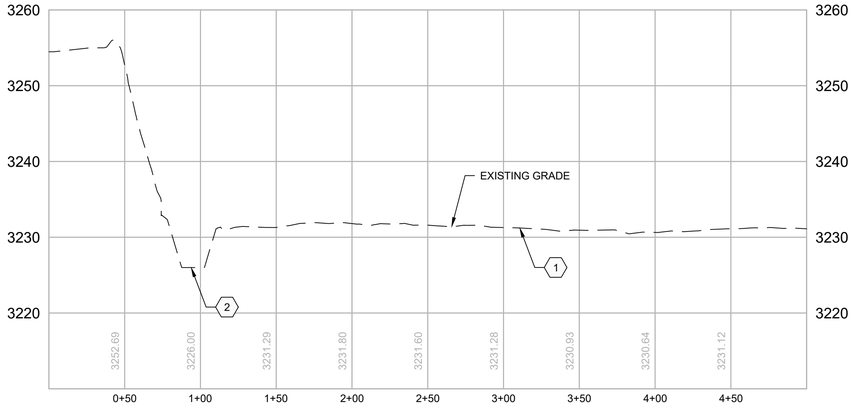
**CIVIL**

**OVERALL SECTIONS 2**

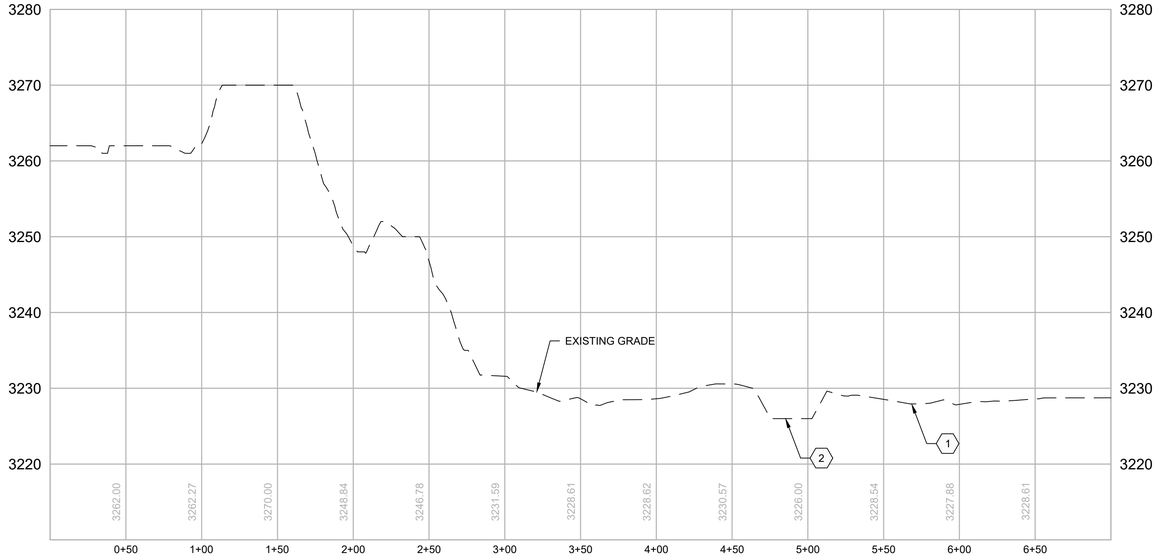
0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C010.dwg

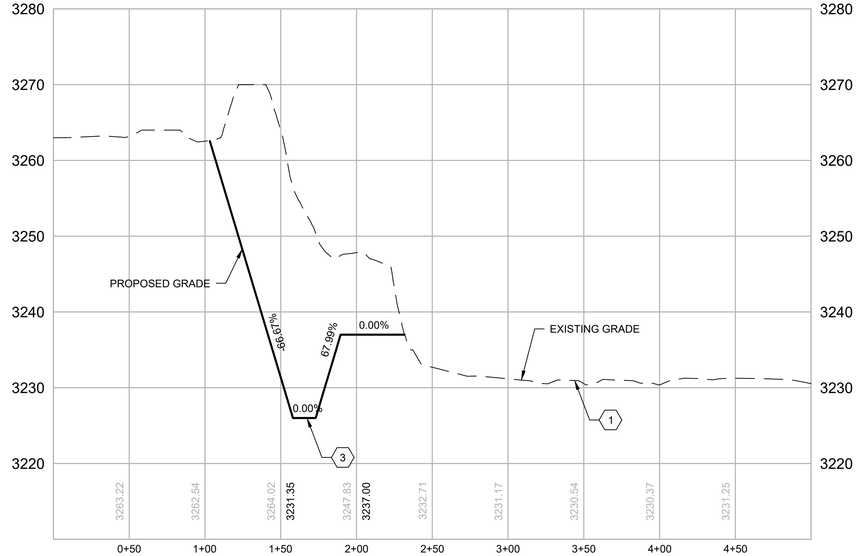
SHEET NUMBER
**00C010**




A SECTION 00C002




B SECTION 00C002




C SECTION 00C002

KEYNOTES: (X)

1. PROVIDE NOMINALLY 6 INCHES OF CUT.
2. EXISTING DEWATERING TRENCH.
3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.

50' 0' 50' 100'
SCALE IN FEET
10 0' 10 20
VERTICAL SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED SECTIONS 1**

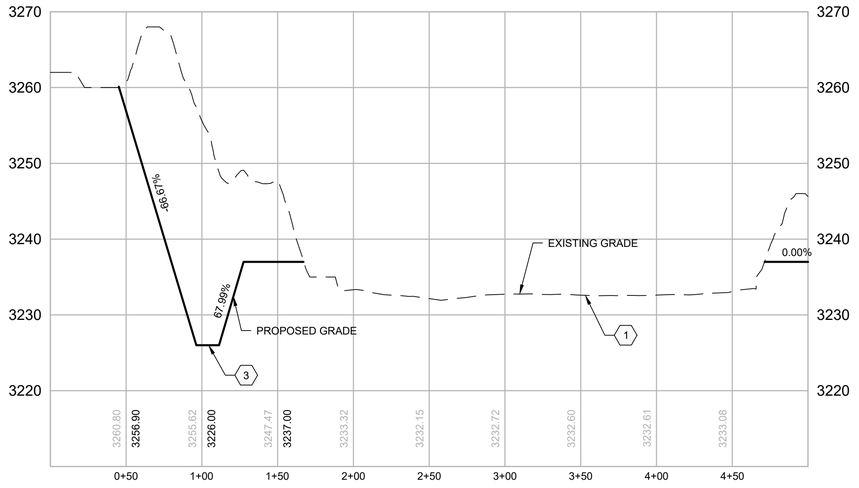
0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C011.dwg

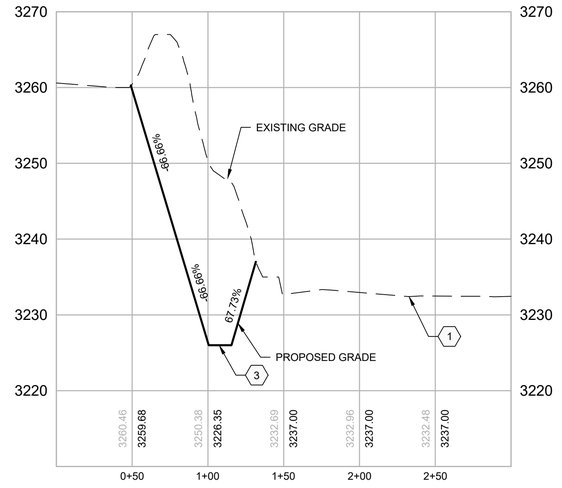
SHEET NUMBER
**00C011**

KEYNOTES: (X)

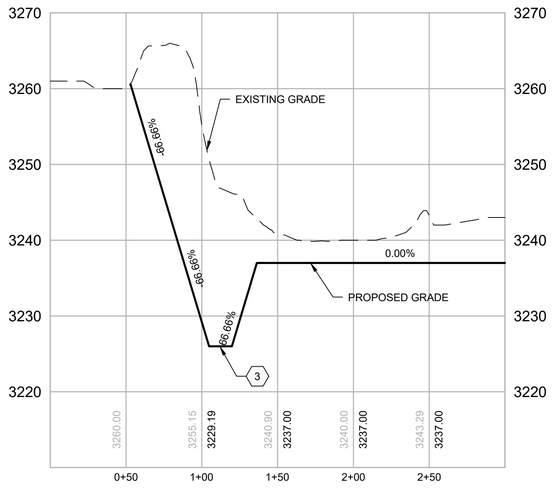
1. PROVIDE NOMINALLY 6 INCHES OF CUT.
2. EXISTING DEWATERING TRENCH.
3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.



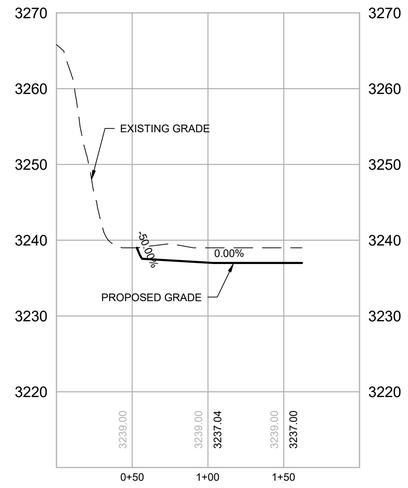

D 00C003 SECTION




E 00C003 SECTION




F 00C003 SECTION




G 00C003 SECTION

SCALE 50' 0' 50' 100' IN FEET

VERTICAL SCALE 10 0' 10 20 IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED SECTIONS 2**

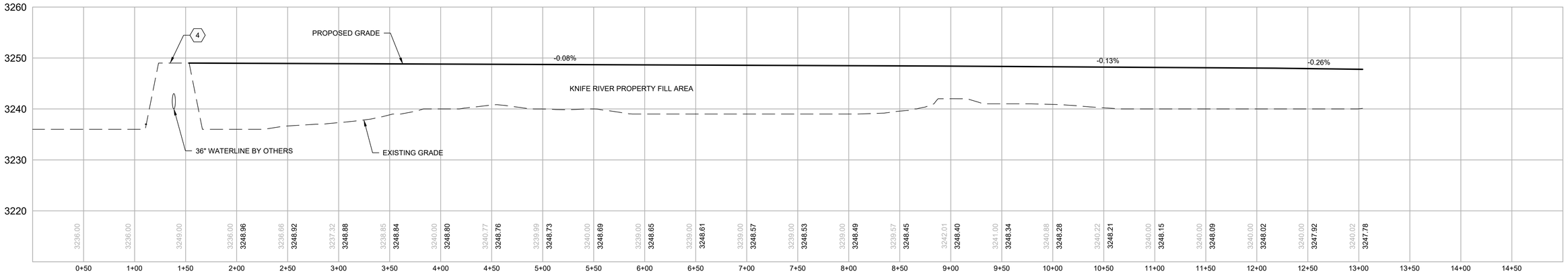
0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME: 00C012.dwg

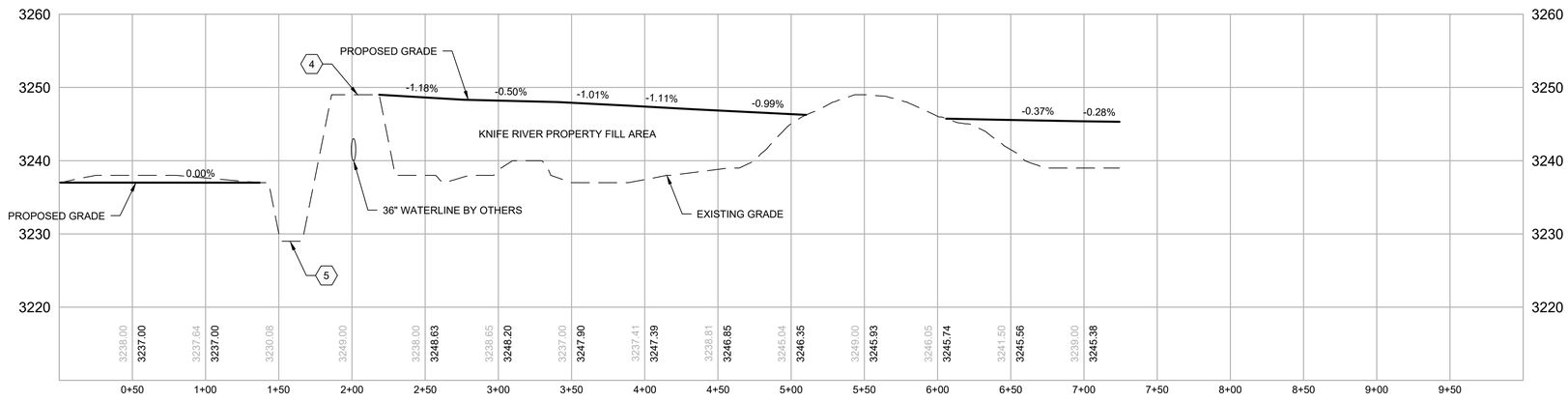
SHEET NUMBER: **00C012**

KEYNOTES: (X)

1. PROVIDE NOMINALLY 6 INCHES OF CUT.
2. EXISTING DEWATERING TRENCH.
3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.




H 00C004 SECTION




I 00C004 SECTION

50' 0' 50' 100'
SCALE IN FEET

10 0' 10 20
VERTICAL SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED SECTIONS 3**

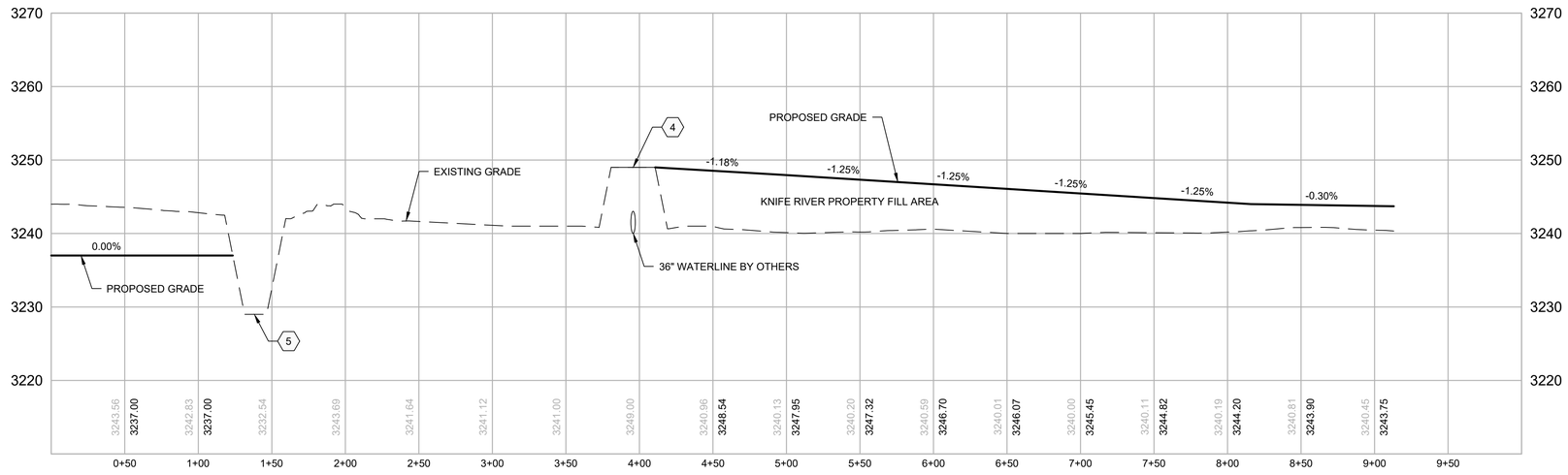
0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME: 00C013.dwg

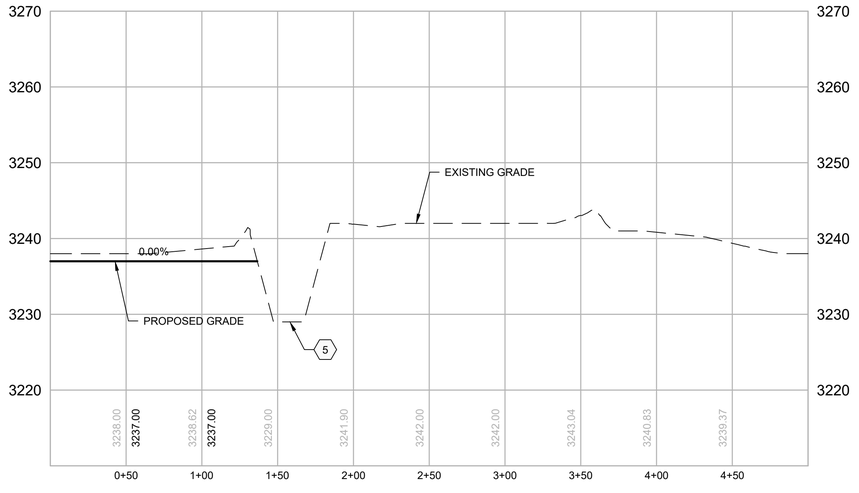
SHEET NUMBER: **00C013**

KEYNOTES: (X)

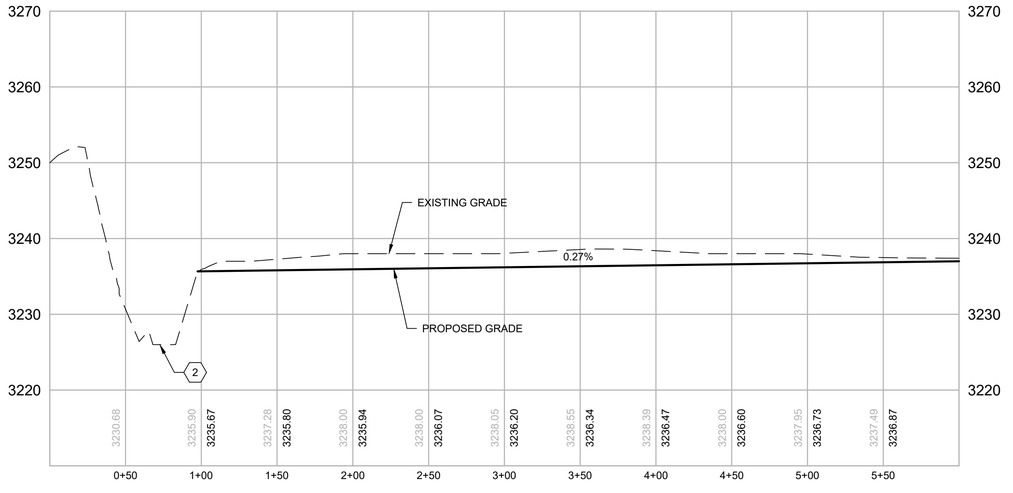
1. PROVIDE NOMINALLY 6 INCHES OF CUT.
2. EXISTING DEWATERING TRENCH.
3. PROPOSED BOTTOM OF DEWATERING TRENCH - 3236.0
4. TOP OF WATERLINE BERM.
5. BOTOOM OF EXISTING DEWATERING TRENCH - 3229.0.




J 00C005 SECTION




K 00C005 SECTION




L 00C005 SECTION

SCALE 50' 0' 50' 100' IN FEET

VERTICAL SCALE 10 0' 10 20 IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE LICENSED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED SECTIONS 4**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME: 00C014.dwg

SHEET NUMBER: **00C014**

**ADDENDUM NO. 1**
**TO**
**CONTRACT DOCUMENTS AND SPECIFICATIONS**
**FOR**
**W.O. 19-12: WEST END RESERVOIR FILL DELIVERY**
**FOR**
**CITY OF BILLINGS, MONTANA**
**PUBLIC WORKS DEPARTMENT**

| | | | | | |
|---|---|---|---|---|---|
| Prepared by: | HDR Engineering, Inc.<br>970 South 29th St. West<br>Billings, MT 59102 | CG/CM: | Dick Anderson Const., Inc.<br>4512 South Frontage Rd.<br>Billings, MT 59101 | Owner: | City of Billings<br>Public Works Dept. |

Date: April 3, 2025

**TO ALL PLANHOLDERS:**

This addendum shall become a part of the Contract Documents as if originally included. The Bidders shall acknowledge receipt of the Addendum on the Bid Form.

The Specifications and Drawings shall be modified as required by the following items:

**SPECIFICATIONS**

AD-1 Item 1. Section 00910 Special Provisions, Paragraph 1.4, Bid Schedule I West End Reservoir Fill Material Delivery, Bid Item I-4. DELETE and REPLACE with the following:

**"Bid Item No. I-4: Borrow Area Clearing and Grubbing, LS:**

This unit price Bid Item includes all work/costs associated with clearing and grubbing operations within the defined City property limits on the Drawings. Clearing is defined as the removal of trees, stumps, brush, heavy surface organics, foreign materials, and all surface debris over 1 ft. in diameter. Grubbing is defined as the removal of vegetation that are visual from the surface down to and including their root systems. Areas defined on the drawings as dewatering trenches and waterline berm that are currently under construction have already been cleared and grubbed. Cleared and grubbed material shall be stockpiled in the northeast corner of the site, in the location as identified on the drawings.

Measurement and Payment for this item shall be as a percentage of the total borrow area cleared and grubbed."

**DRAWINGS**

AD-1 Item 2. Sheets 00G000 and 00C001. REPLACE in their entirety with the attached sheets.

AD-1 Item 3. INSERT the following new sheets into the Drawing set.

| | |
|---|---|
| 00C002A | ENLARGED SITE PLAN 1A |
| 00C004A | ENLARGED SITE PLAN 3A |
| 00C006A | ENLARGED SITE PLAN 5A |

AD-1 Item 4. Sheet 00C001. Drawing Reference Area D5. DELETE "EXCAVATION AREA" and REPLACE with "STOCKPILE AREA FOR MATERIALS FROM CLEARING AND GRUBBING"

AD-1 Item 5. Sheet 00C001, 00C002, 00C003, 00C004 and 00C005. General Note 1. ADD the following to the end of the note:

"AREAS THAT ARE GRUBBED AND NOT IN THE PRIMARY CUT AREAS WILL NOT REQUIRE AN ADDITIONAL 6 INCHES OF CUT."

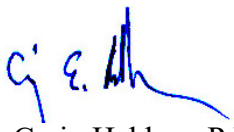
AD-1 Item 6. Sheet 00C001, 00C002, 00C003, 00C004 and 00C005. General Note 5. INSERT the words "AND GRUBBED" after the word "CLEARED" in the two places it occurs.

AD-1 Item 7. Sheet 00C005. DELETE "EXCAVATION AREA" and REPLACE with "STOCKPILE AREA FOR MATERIALS FROM CLEARING AND GRUBBING"

AD-1 Item 8. Sheet 00C006. DELETE "EXCAVATION AREA" and REPLACE with "STOCKPILE AREA FOR MATERIALS FROM CLEARING AND GRUBBING"

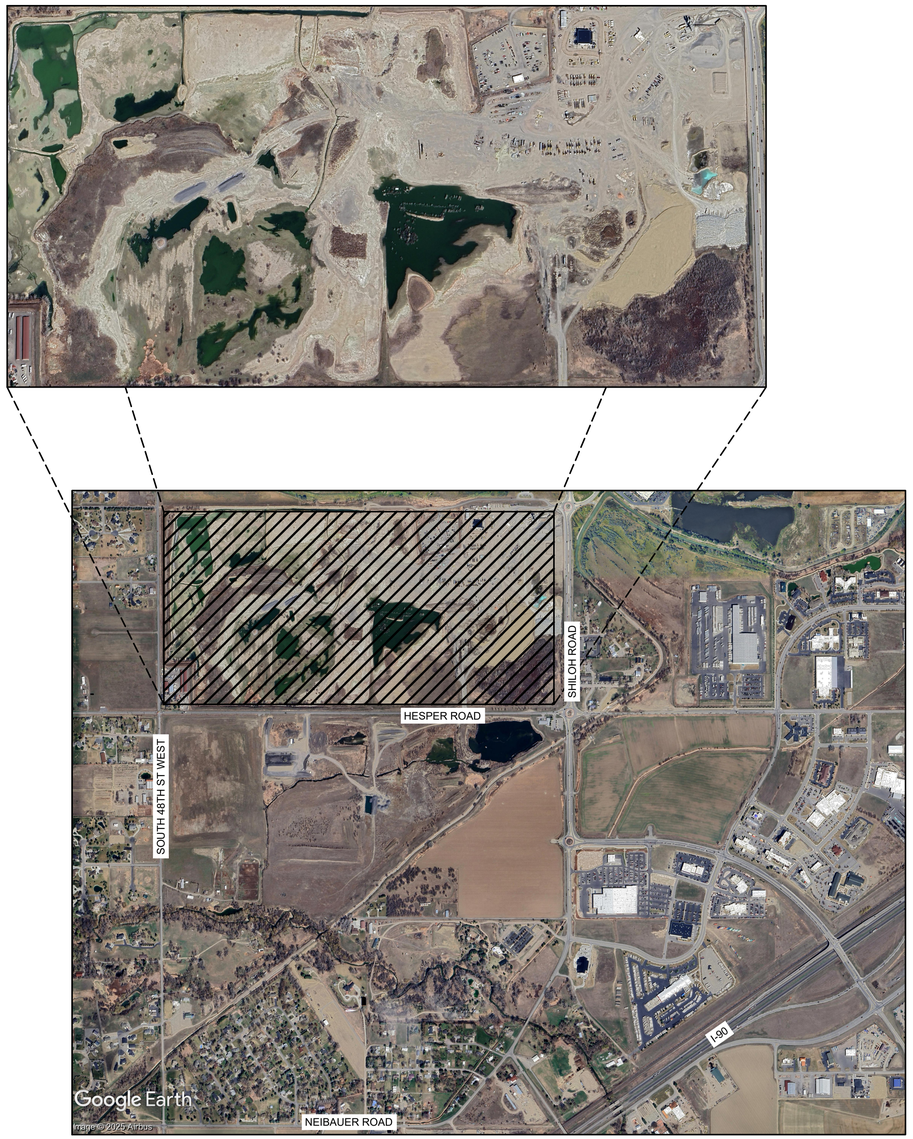
This addendum is made part of the specifications and contract documents and shall be noted on the Bid Form. Bidders must acknowledge receipt and acceptance of this Addendum No. 1 by indicating such acknowledge in the Bid Form. FAILURE TO ACKNOWLEDGE RECEIPT AND ACCEPTANCE MAY RESULT IN REJECTION OF THE BID.

HDR ENGINEERING, INC.



Craig Habben, P.E.

DATE: April 3, 2025




Contract Drawings For

# WEST END WATER FACILITY
# W.O. 19-12

## Reservoir
## Fill Material Delivery

### ISSUE FOR BID

Project No. 10126753
Billings, MT

Date: March 2025

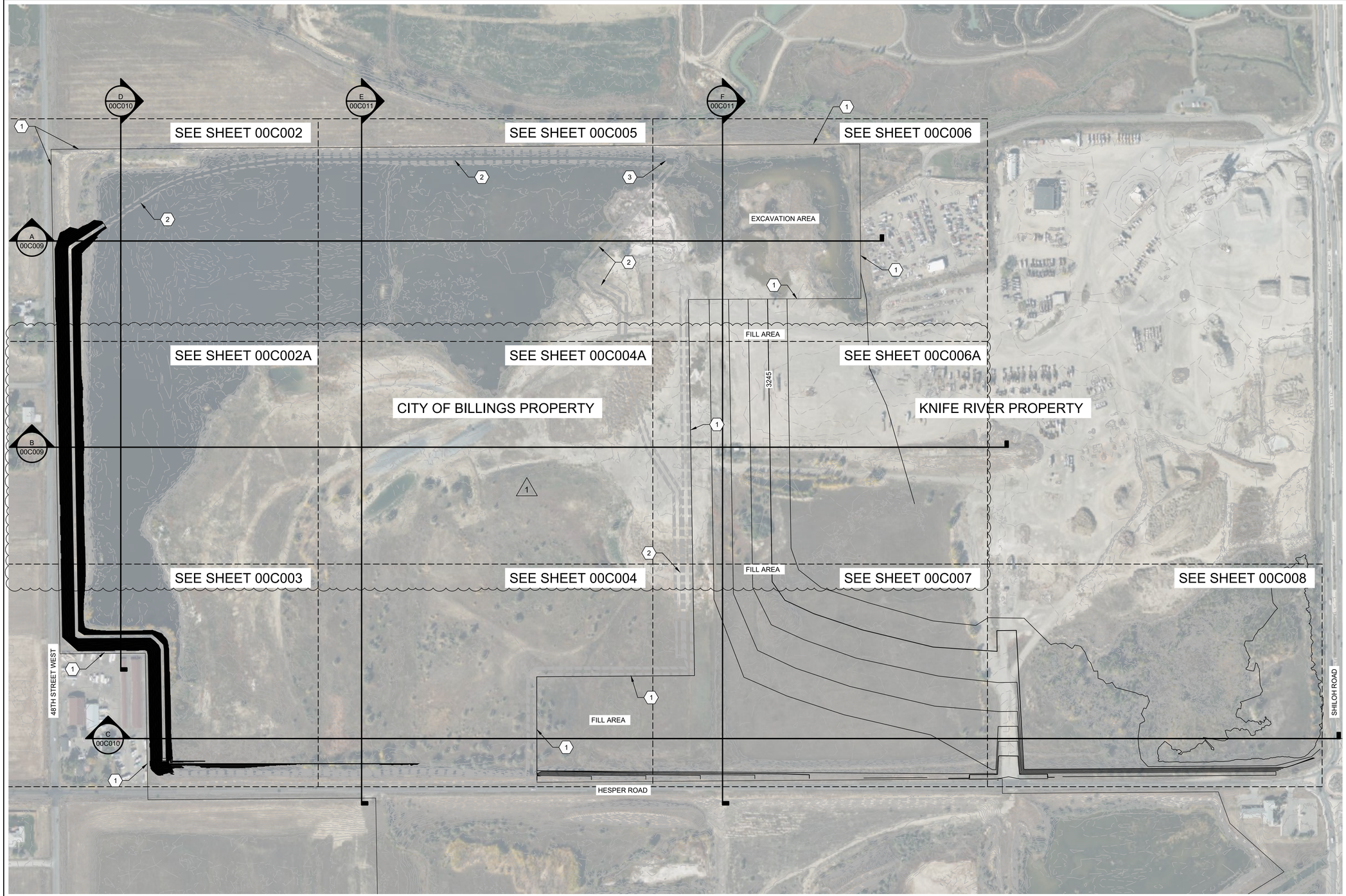
**SHEET INDEX**


| | | |
|---|---|---|
| 1 | 00G000 | COVER SHEET & SHEET INDEX |
| | 00C001 | OVERALL SITE PLAN |
| | 00C002 | ENLARGED PLAN 1 |
| 1 | 00C002A | ENLARGED PLAN 1A |
| | 00C003 | ENLARGED PLAN 2 |
| | 00C004 | ENLARGED PLAN 3 |
| 1 | 00C004A | ENLARGED PLAN 3A |
| | 00C005 | ENLARGED PLAN 4 |
| | 00C006 | ENLARGED PLAN 5 |
| 1 | 00C006A | ENLARGED PLAN 5A |
| | 00C007 | ENLARGED PLAN 6 |
| | 00C008 | ENLARGED PLAN 7 |
| | 00C009 | OVERALL SECTIONS 1 |
| | 00C010 | OVERALL SECTIONS 2 |
| | 00C011 | ENLARGED SECTIONS 1 |
| | 00C012 | ENLARGED SECTIONS 2 |
| | 00C013 | ENLARGED SECTIONS 3 |
| | 00C014 | ENLARGED SECTIONS 4 |


MONTANA
CRAIG E. HABBEN
14504E
LICENSED
PROFESSIONAL ENGINEER

**THIS DRAWING SET HAS BEEN TRANSMITTED WITH A COMPUTER GENERATED SEAL AND SIGNATURE. THE WET SIGNED AND DATED SET OF DRAWINGS IS ON FILE IN THE HDR-BILLINGS MT OFFICE, 970 SOUTH 29TH STREET WEST, BILLINGS MT 59102.**


**CRAIG HABBEN**
**Project Manager**
**HDR Engineering, Inc.**




GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE. THE CUT MATERIAL WILL BE PART OF THE 500,000 CUBIC YARDS.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED AND GRUBBED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED AND GRUBBED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION FOR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. DEWATERING PUMP CAISSON. AVOID IMMEDIATE AREA AROUND PUMP.

N

200 0 200 400
SCALE IN FEET

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| 1 | APRIL 2025 | ADDENDUM #1 |
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
LICENSED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**OVERALL SITE PLAN**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C001.dwg

SHEET NUMBER
**00C001**

GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY. AREAS THAT ARE GRUBBED AND NOT IN THE PRIMARY CUT AREAS WILL NOT REQUIRE AN ADDITIONAL 6 INCHES OF CUT.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED AND GRUBBED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED AND GRUBBED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION OR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. PROPOSED DEWATERING TRENCH.

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| 1 | APRIL 2025 | ADDENDUM #1 |
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA CRAIG E. HABBEN 14504PE REGISTERED PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED PLAN 1A**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C002A.dwg

1
SHEET NUMBER
**00C002A**

GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY. AREAS THAT ARE GRUBBED AND NOT IN THE PRIMARY CUT AREAS WILL NOT REQUIRE AN ADDITIONAL 6 INCHES OF CUT.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED AND GRUBBED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED AND GRUBBED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION OR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. EXISTING WATERLINE BERM.

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| 1 | APRIL 2025 | ADDENDUM #1 |
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
REGISTERED
PROFESSIONAL ENGINEER

CITY OF BILLINGS PUBLIC WORKS ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

CIVIL

ENLARGED PLAN 3A

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C004A.dwg

1
SHEET NUMBER
00C004A

GENERAL NOTES:

1. THE PRIMARY CUT AREAS ARE SHOWN. HOWEVER A MINIMUM OF 6 INCHES OF CUT IS TO BE COMPLETED OVER MOST OF THE CITY PROPERTY. THE CONSTRUCTION SEQUENCE WILL BE TO COMPLETE THE CUT ALL ALONG THE WEST SIDE OF THE CITY PROPERTY, CUT 6 INCHES OVER MOST OF THE CITY PROPERTY AS DIRECTED BY THE ENGINEER, AND THEN CUT THE REMAINING PORTION OF THE 500,000 CUBIC YARDS FROM THE CENTRAL TO EAST PORTION OF THE SITE. THERE IS NO SIGNIFICANT FILL ON CITY PROPERTY. AREAS THAT ARE GRUBBED AND NOT IN THE PRIMARY CUT AREAS WILL NOT REQUIRE AN ADDITIONAL 6 INCHES OF CUT.
2. AS DIRECTED BY THE ENGINEER, SOME CHANNELS WILL BE CUT TO FACILITATE SITE DRAINAGE.
3. DO NOT EXPOSE SHALE. IF SHALE IS ENCOUNTERED, STOP WORK IN THAT AREA AND INFORM ENGINEER.
4. WATERLINE BERM AND DEWATERING TRENCH INFORMATION IS APPROXIMATE AS CONSTRUCTION OF THESE ITEMS IS OCCURRING AT TIME OF ADVERTISEMENT.
5. EXCAVATION/BORROW AREA TO BE CLEARED AND GRUBBED BY FILL PROJECT CONTRACTOR. FILL AREA WILL BE CLEARED AND GRUBBED BY OTHER CONTRACTOR.
6. CONTRACTOR STAGING AREA CAN BE ANYWHERE ON CITY PROPERTY.
7. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL HAUL ROADS.
8. SEE SPECIAL PROVISIONS SPECIFICATION OR COORDINATION WITH OTHER CONTRACTS.

KEYNOTES: (X)

1. CITY PROPERTY LINE.
2. EXISTING DEWATERING TRENCH.
3. EXISTING WATERLINE BERM.

| ISSUE | DATE | DESCRIPTION |
|---|---|---|
| 1 | APRIL 2025 | ADDENDUM #1 |
| | MARCH 2025 | ISSUE FOR BID |

| | |
|---|---|
| PROJECT MANAGER | C. HABBEN |
| CIVIL | C. HABBEN |
| PROJECT NUMBER | 10126753 |

MONTANA
CRAIG E. HABBEN
14504PE
REGISTERED
PROFESSIONAL ENGINEER

CITY OF BILLINGS
PUBLIC WORKS
ENGINEERING

West End Water Facility
City of Billings, MT
W.O. 19-12

RESERVOIR
FILL MATERIAL DELIVERY

**CIVIL**

**ENLARGED PLAN 5A**

0 1" 2"
AT FULL SCALE BAR MEASURES 2"
SCALE ACCORDINGLY

SHEET NAME
00C006A.dwg

1
SHEET NUMBER
**00C006A**

Billings PUBLIC WORKS

ENGINEERING
316 N. 26th – 5th Floor
Billings, MT. 59101
P 406.657.8231

To: Users of the 2018 Stormwater Management Manual

From: City of Billings – Public Works Engineering

Date: February 28, 2025

**Re: Addendum #1 to the 2018 SWMM**

The purpose and intent of this addendum is to allow for "infill" development of certain three-unit, four-unit, and small mixed-use residential and commercial buildings to be considered under *Residential Lot Development* standards of the Stormwater Management Manual (SWMM) in lieu of *Commercial Lot Development* standards of the SWMM. This addendum is created and administered under the presumption that these updates to SWMM will not substantially degrade the existing adjacent stormwater system.

Effective February 28, 2025, the following sections to the February, 2018 Stormwater Management Manual are amended as noted below. Professional engineering judgment in application of the SWMM shall continue to be used when applying conditions of this addendum.

- **Section 2.1.3 Residential Lot Development**

  The text paragraph in Section 2.1.3 is amended in its entirety to read:

  > *The requirements presented in Table 2.1 apply to residential lot development, including single-family homes, mixed-use and multi-family homes (up to and including fourplexes), condos, townhomes, and other similar nature facilities constructing four or fewer living units located on a single lot, provided the total lot impervious surface does not exceed the greater of 5,000 square feet or 60% of the gross lot area.*
  >
  > *Furthermore, for all non-single-family home development as listed above, this section is only applicable to "infill" development, which for the purpose of this Addendum, is defined as isolated residential lot development projects not covered under the requirements of a Master Site Plan, an overall subdivision comprehensive drainage plan, or the requirements of Section 2.1.4; Commercial Lot Development. Infill development is subjective and will be determined by the City Engineers' Office on a case-by-case basis, but is generally understood to be development of single, "one-off" lots which is surrounded by existing development. General examples of*

Billings
PUBLIC
WORKS

ENGINEERING
316 N. 26th – 5th Floor
Billings, MT. 59101
P 406.657.8231

*what is and what is not considered infill development is shown in Appendix A.*

*Additionally, this section applies to "minor" building projects such as shops, sheds, garages, accessory dwelling units, and other similar nature projects that construct or add to a lot's overall impervious surface, provided that the total lot impervious surface does not exceed the greater of 5,000 square feet or 60% of the gross lot area.*

Please note, Table 2.1 – *Requirements for Residential Lot Developments*, within Section 2.1.3 of the February 2018 SWMM remains unchanged.

Due to the varying nature of building projects, site conditions, surrounding land uses, and the potential impacts of water runoff to nearby areas, the City reserves the right to permit these types of developments under the requirements of Section 2.1.4 of this SWMM where circumstances warrant onsite stormwater management.

- **Section 2.1.4 Commercial Lot Development**

The first text paragraph in Section 2.1.4 is amended in its entirety to read:

*The requirements presented in Table 2.2 apply to commercial and industrial development projects and residential living unit development projects, including mixed-use and multi-family homes (in excess of fourplexes), condos, townhomes, and other similar nature facilities constructing greater than four living units located on a single lot, or that are part of a Master Site Plan Development or larger subdivision development plan. For developments constructing private streets, the private street corridors shall be constructed in accordance with Section 4.3 of this manual and designed to the 50-year storm.*

The second text paragraph in Section 2.1.4 is amended in its entirety to read:

*Commercial expansion creating more than 5,000 square feet of new impervious surface shall be governed by this manual. Runoff from existing hard surfaces will not be governed by this manual if the new hard surface is shown to be hydraulically disconnected from the existing hard surface. However, for commercial sites where the existing commercial facility and related impervious surfaces are removed, or substantially removed (as defined by the City), and new development or*

Billings
PUBLIC
WORKS

*redevelopment is occurring, the new commercial development, or reconstructed portion thereof, shall meet the full requirements of this section.*

Please note, the remaining text paragraph sections of Section 2.1.4 and Table 2.2 – Requirements for Commercial Property Developments, within Section 2.1.4 of the February 2018 SWMM remain unchanged.

Developer and developer agents shall understand that additional requirements from other City of Billings policy documents and processes may exist and could also apply to developments considered under this addendum. Please contact our office if you have any questions.

Sincerely,

Mac Fogelsong, PE
City Engineer

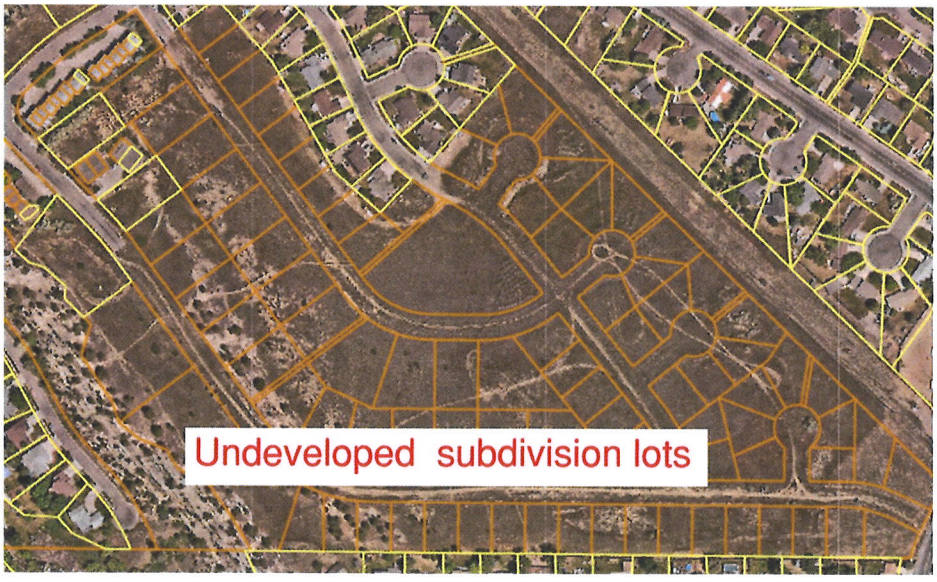
ENGINEERING
316 N. 26th – 5th Floor
Billings, MT. 59101
P 406.657.8231

Billings
PUBLIC
WORKS

# Appendix A

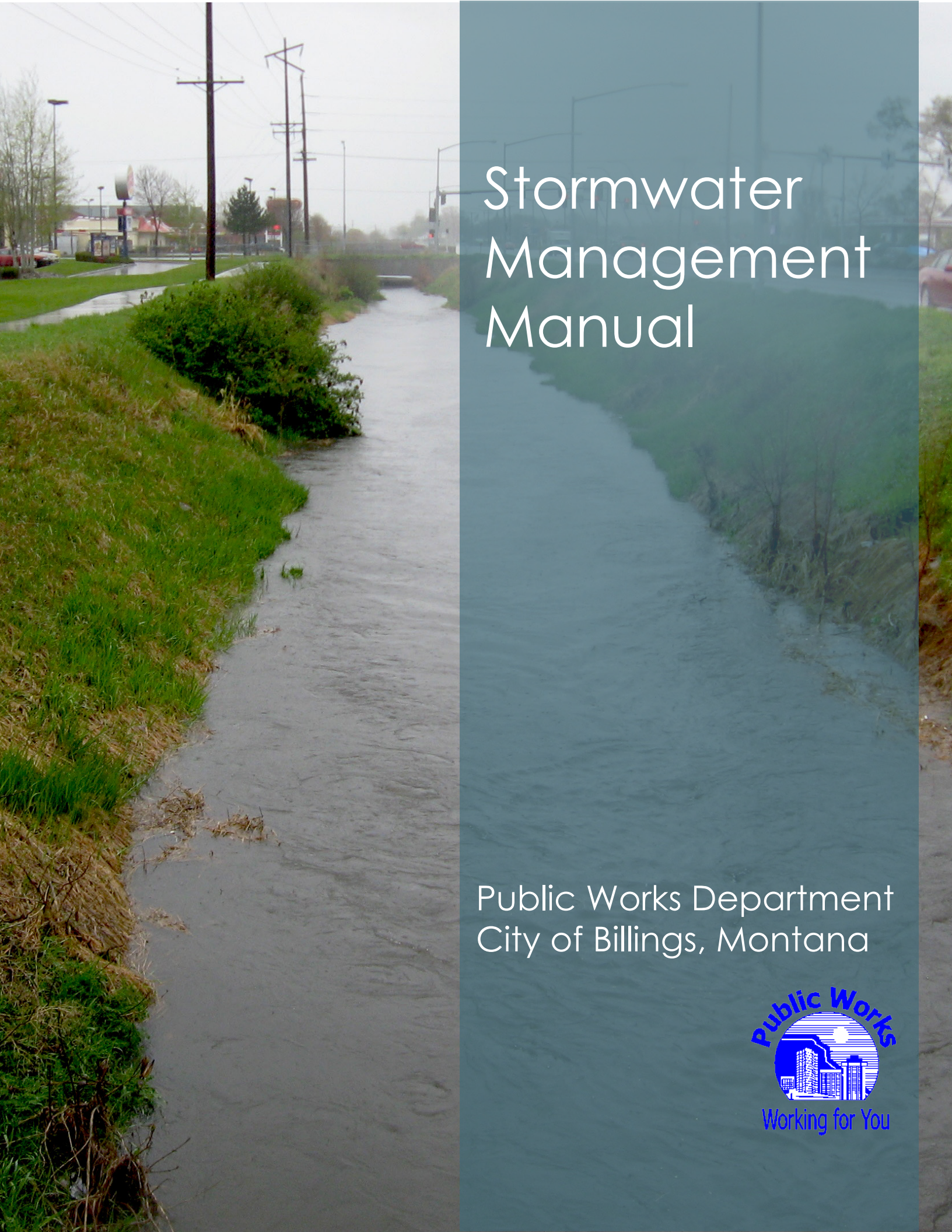
## Example of what <u>is</u> considered infill development

## Example of what <u>is not</u> considered infill development




ENGINEERING
316 N. 26th – 5th Floor
Billings, MT. 59101
P 406.657.8231

billingsmtpublicworks.gov
@billingsmtpublicworks



# Stormwater Management Manual

Public Works Department
City of Billings, Montana

Public Works
Working for You

# Stormwater Management Manual

Developed by

Public Works Department
City of Billings, Montana

With assistance from

DOWL

Debi Meling, PE
City Engineer

February 2018

*Table of Contents*


**Chapter 1 - Introduction ..... 1-1**

1.1 OVERVIEW ..... 1-1
1.2 AUTHORITY ..... 1-2
1.3 ADMINISTRATIVE VARIANCE ..... 1-2
1.4 APPLICABILITY ..... 1-2
1.5 SEVERABILITY ..... 1-2

**Chapter 2 - Policy Requirements ..... 2-1**

2.1 PROJECT CLASSIFICATIONS ..... 2-1
2.1.1 General Requirements for All Developments ..... 2-1
2.1.2 City Contracted Projects ..... 2-2
2.1.3 Residential Lot Developments ..... 2-3
2.1.4 Commercial Property Development ..... 2-3
2.1.5 Subdivision Development ..... 2-4
2.1.6 Business District Development/Redevelopment ..... 2-4
2.2 MAINTENANCE ACTIVITIES ..... 2-7

**Chapter 3 - Plan/Permit Submittal Requirements ..... 3-1**

3.1 PLAN SUBMITTAL REQUIREMENTS ..... 3-1
3.1.1 Site Stormwater Plan (SSP) ..... 3-1
3.1.2 Comprehensive Drainage Plan (CDP) ..... 3-2

**Chapter 4 - Rainfall ..... 4-1**

4.1 APPLICATION ..... 4-1
4.2 MINOR AND MAJOR DRAINAGE SYSTEMS ..... 4-1
4.3 DESIGN STORM FREQUENCY ..... 4-1
4.4 DESIGN STORM DEPTH AND INTENSITY ..... 4-2
4.5 WATER QUALITY STORM ..... 4-3

**Chapter 5 - Runoff ..... 5-1**

5.1 APPLICATION ..... 5-1
5.2 DRAINAGE BASIN AREA ..... 5-1
5.3 SELECTION OF RUNOFF CALCULATION METHODS ..... 5-2
5.4 NRCS (SCS) HYDROGRAPH METHOD ..... 5-2
5.4.1 Soils Types ..... 5-2
5.4.2 Time of Concentration ..... 5-2
5.4.3 Curve Numbers ..... 5-3
5.5 RATIONAL METHOD ..... 5-4

5.5.1 Frequency Correction Factors ..... 5-4
5.5.2 Time of Concentration ..... 5-4
5.5.3 Runoff Coefficients ..... 5-5
5.6 EPA SWMM RUNOFF METHOD ..... 5-5
5.7 MODIFIED RATIONAL METHOD ..... 5-5
5.8 COMPUTER AIDED DESIGN SOFTWARE ..... 5-6
**Chapter 6 - Hydraulic Analysis and Design ..... 6-1**
6.1 APPLICATION ..... 6-1
6.2 GUTTER FLOW ..... 6-1
6.2.1 Hydraulics ..... 6-1
6.2.2 Minimum Gutter Slope ..... 6-2
6.2.3 Inlet Spacing and Location ..... 6-2
6.3 STORM DRAIN ..... 6-3
6.3.1 Hydraulics ..... 6-3
6.3.2 Materials ..... 6-4
6.3.3 Access Manholes ..... 6-4
6.3.4 Clearance from Other Utilities ..... 6-5
6.3.5 Private Drainage System Connections ..... 6-6
6.3.6 Outfalls ..... 6-6
6.4 OPEN CHANNEL CONVEYANCES ..... 6-7
6.4.1 General ..... 6-7
6.4.2 Clearance ..... 6-7
6.4.3 Erosion Control ..... 6-7
6.4.4 Freeboard Requirements ..... 6-8
6.4.5 Low-Flow Channels ..... 6-8
6.4.6 Friction Factors (n) ..... 6-8
6.4.7 Side Slopes ..... 6-8
6.4.8 Maintenance Access ..... 6-8
6.4.9 Operation & Maintenance of Private Open Channels ..... 6-8
6.5 CULVERTS ..... 6-9
6.5.1 Street Overtopping ..... 6-9
6.5.2 Headwater Depth ..... 6-9
6.5.3 Allowable Velocities ..... 6-9
6.5.4 Materials ..... 6-10
6.5.5 End Treatments ..... 6-10
6.5.6 Maintenance Access ..... 6-10
6.6 BRIDGES ..... 6-10

**Chapter 7 - Runoff Control Facilities ..... 7-1**
7.1 APPLICATION ..... 7-1
7.2 DETENTION BASINS ..... 7-1
7.2.1 Groundwater ..... 7-1
7.2.2 Basin Geometry ..... 7-1
7.2.3 Maximum Drain-Down Time ..... 7-2
7.2.4 Low-Flow Channels ..... 7-2
7.2.5 Multi-Purpose Use ..... 7-2
7.2.6 Set Backs ..... 7-2
7.2.7 Water Quality Treatment ..... 7-2
7.2.8 Outlet Control Structures ..... 7-3
7.2.9 Emergency Overflow & Spillways ..... 7-3
7.2.10 Vegetation & Landscaping ..... 7-3
7.2.11 Maintenance and Maintenance Access ..... 7-4
7.3 RETENTION/INFILTRATION BASINS ..... 7-4
7.3.1 Geotechnical/Hydrogeological Evaluation ..... 7-4
7.3.2 Limitations ..... 7-5
7.3.3 Groundwater ..... 7-5
7.3.4 Basin Geometry ..... 7-5
7.3.5 Maximum Drain-Down Time ..... 7-6
7.3.6 Multi-Purpose Use ..... 7-6
7.3.7 Set Backs ..... 7-6
7.3.8 Injection Wells ..... 7-7
7.3.9 Water Quality Treatment ..... 7-7
7.3.10 Maintenance & Maintenance Access ..... 7-7
7.4 BOULEVARD SWALES ..... 7-8
7.4.1 Locations ..... 7-8
7.4.2 Geotechnical/Hydrogeological Evaluation ..... 7-8
7.4.3 Groundwater ..... 7-8
7.4.4 Basin Geometry ..... 7-9
7.4.5 Maximum Drain-Down Time ..... 7-9
7.4.6 Culverts ..... 7-9
7.4.7 Landscaping and Vegetation ..... 7-9
7.4.8 Maintenance & Maintenance Access ..... 7-9
**Chapter 8 - Permanent Water Quality Treatment ..... 8-1**
8.1 APPLICATION ..... 8-1

8.2 WATER QUALITY VOLUME ..... 8-1
8.3 WATER QUALITY FLOW ..... 8-1
8.4 SELECTION OF PERMANENT WATER QUALITY BMPS ..... 8-2
**Chapter 9 - Erosion and Sediment Control ..... 9-1**
9.1 APPLICATION ..... 9-1
9.2 SWPPP AND NOI REQUIRED SUBMITTALS ..... 9-1
9.3 CONSTRUCTION LESS THAN ONE-ACRE ..... 9-2
9.4 BEST MANGAGEMENT PRACTICES (BMP) ..... 9-2
9.5 CONSTRUCTION ADJACENT TO WATERWAYS ..... 9-2
**Chapter 10 - Bibliography ..... 10-1**

# List of Tables

Table 2.1 – Requirements for Residential Lot Developments ..... 2-3
Table 2.2 – Requirements for Commercial Property Developments ..... 2-5
Table 2.3 – Requirements for Subdivision Development ..... 2-6
Table 3.2 – Comprehensive Drainage Plan (CDP) Submittals ..... 3-2
Table 4.1 – Design Storm Frequency by Development Type ..... 4-1
Table 4.2 – Design Storm Frequency by Street Classification ..... 4-2
Table 4.3 – Precipitation Depth – Duration ..... 4-2
Table 4.4 – Precipitation Intensity - Duration ..... 4-3
Table 5.1 – Acceptable Runoff Calculation Methods ..... 5-2
Table 5.2 – Runoff Curve Numbers for Urban Areas ..... 5-3
Table 5.3 – Frequency Correction Factors for Rational Method ..... 5-4
Table 5.4 – Runoff Coefficients ("C") for the Rational Method ..... 5-5
Table 6.1 – Allowable Use Of Streets For Minor Storm Runoff ..... 6-1
Table 6.2 – Allowable Use Of Streets For Major Storm Runoff ..... 6-1
Table 6.3 – Manning's Coefficients (n) for Storm Drain Conduits ..... 6-4
Table 6.4 – Minimum Allowable Manhole Size ..... 6-4
Table 6.5 – Maximum Allowable Manhole Spacing ..... 6-5
Table 6.6 – Allowable Street Overtopping Depths at Culvert Crossings ..... 6-9
Table 8.3 – NRCS Unit Peak Discharge ..... 8-2

# Appendices

**Appendix A Additional Requirements for Commercial Site Developments**

**Appendix B Preliminary Drainage Report**

**Appendix C Final Drainage Report**

**Appendix D Geotechnical/Hydrogeological Report**

**Appendix E Operations and Maintenance Requirements**

**Appendix F HOA Agreement Requirements**

**Appendix G Template Forms**

- Stormwater Facility Maintenance Agreement
- BMP Inspection Form
- Report Certification Form
- Injection well example
- Boulder pit examples

**Appendix H Soil Infiltration Testing Requirement**

**Appendix I Special Discharge Area**

**Appendix J Project Submittal Checklist**

# Chapter 1 - Introduction

## 1.1 OVERVIEW

The policies and requirements of this manual shall apply to developments and construction activities submitted after the date listed on the front cover. Developments and construction activities created prior to this date shall be governed under previous appropriate manuals and associated addendums. This manual shall be read in relation to City Code, Chapter 28, to ensure proper stormwater management practices are met.

The purpose of this Manual is to provide the minimum standards to be used for the analysis and design of storm drainage systems for private development projects and City contracted projects within the City of Billings. This manual provides direction and guidance to allow responsible development in and around the City of Billings while improving water quality within the Yellowstone River drainage. This manual provides guidance for the policy, design and permitting process to address stormwater runoff and treatment from proposed development and land disturbance.

The design criteria presented in this manual are based on industry standard engineering practice for stormwater management, modified to suit the needs of the City of Billings. Depending on specific site conditions, the design of storm drainage systems may need to exceed the minimum standards presented here in order to provide adequate protection from flooding. Criteria not specifically detailed herein shall be determined in accordance with sound engineering practices with the City's approval.

The City will conduct a limited review of Drainage plans for compliance with requirements set forth in this Manual. Content and scope of the drainage plan will vary based upon development type, location and site characteristics. The Applicant is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices and this Manual. The City's limited plan review of Drainage plans is not a substantive review of the plans and engineering. The City's ultimate approval of a Drainage plan is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Applicant nor any third party may rely upon the City's limited review or approval.

This manual is written for use by engineers who are familiar with generally accepted hydrologic, hydraulic, water quality and hydrogeologic design practices. A detailed presentation of design methods and procedures is not included, as this information is readily available through industry-accepted publications. This manual relies, in part, on methods and procedures published in the Federal Highway Administration (FHWA) Hydraulic Engineering Circular No. 22 (HEC-22), "Urban Drainage Design Manual", Publication No. FHWA-NHI-10-009, dated August 2013. References to specific sections of HEC-22 to be used for the design of storm drainage systems in the City of Billings are included throughout this document. HEC-22 is available as a PDF document from the FHWA Website (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**). This manual also references the *Montana Post-Construction Storm Water BMP Design Guidance Manual* for design of stormwater quality improvements. This document is available from the City of Billings website

(**http://ci.billings.mt.us/567/Stormwater-Management**). In addition, this manual relies on general application, design, and installation procedures for temporary BMPs from the most current edition of the Montana Department of Transportation "Erosion and Sediment Control Management Practice Manual" (**http://www.mdt.mt.gov/publications/docs/manuals/env/bmp-manual-dec16.PDF**).

The City reserves the right to make periodic changes and modifications to the guidelines and template forms to reflect updates of city practices. It is the responsibility of the user to determine that they are utilizing the most current version of these standards and forms.

## 1.2 AUTHORITY

This Manual has been adopted by the City Engineer's office, and shall be read with the Billings Municipal City Code and all other listed appurtenant referenced documents and manuals. Failure to comply with any portion of this manual may result in rejection of all permits and actions as described within the City Code. In addition, Developer may be required, at their own costs, to mitigate design deficiencies found within the system outside the required warranty period, if the deficiencies were found to be the result of improper construction and/or design assumptions.

## 1.3 ADMINISTRATIVE VARIANCE

The City Engineer shall have the authority to approve a variance from any or all parts of this manual if it is deemed a variance will be in keeping with the intent of the manual and will be in the best interest of the City of Billings and the existing system adequacy. Such variance may be granted on a case-by-case basis and shall not apply to previous or future construction or development activities. The City Engineer does not have the authority to grant a variance from the requirements of State and Federal codes and conditions such as, but not limited to, the City's General Permit or conditions of DEQ Circular 8.

## 1.4 APPLICABILITY

This manual shall apply to all development, redevelopment and construction activities on public and private property within the City of Billings.

## 1.5 SEVERABILITY

If any section, clause, sentence, or phrase of these regulations is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding will in no way affect the validity of the remaining portions of these regulations.

# Chapter 2 - Policy Requirements

The following sections provide the requirements for stormwater management related to construction and development activities as defined by the City Engineer's Office. Details of the design criteria for stormwater management facilities are provided in subsequent chapters.

The rate and volume of stormwater runoff from proposed land developments shall be estimated in accordance with this Manual and shall be the foundation of the drainage plan. Drainage plans shall be prepared by a Professional Engineer licensed in the State of Montana and shall be submitted to the City Engineer's Office for review and approval.

Throughout this manual, references are made to the City's storm drain system or network. For the purposes of this manual, the City's storm drain system or network is defined as any pipe, drain, pond, lake or stream owned and operated by the City of Billings. Roadside borrow ditches, irrigation ditches and irrigation waste drains shall not be considered a part of the City's dedicated storm drain system or network unless such facility has been previously identified and formally incorporated as such. Please contact the City Engineer's Office for the current map of the City's storm drain system.

## 2.1 PROJECT CLASSIFICATIONS

Stormwater management requirements vary based on the classification of the project. The City Engineer's Office has classified construction and development projects into five categories: 1) City Contracted Projects; 2) Residential Lot Developments; 3) Commercial Property Developments; 4) Subdivisions; and 5) Business District Development/Redevelopment. The following sections describe and summarize each classification and the associated stormwater requirements.

### 2.1.1 General Requirements for All Developments

- Natural drainages, such as depressions, swales, ditches, drains, channels, etc. shall be preserved to the maximum extent possible. If preservation of existing drainages is not possible, Developer shall provide adequate accommodations ensuring flows through natural drainages are properly mitigated. Applicable regulations from other agencies will need to be met in the event existing drainages are not preserved.

- Non-stormwater discharge (illicit discharge) is prohibited from entering the storm drain system as defined and detailed by Chapter 28 of the Billings Municipal City Code.

- Billings Municipal City Code, Chapter 6, Section 1209 identifies specific subdivisions that shall have no off-site runoff as a result of development. Runoff within these areas shall be entirely mitigated onsite.
  - In addition to the specific areas listed by City Code, development of all areas between the Rims and Highway 3, not currently identified by City Code, shall result in no off-site runoff from the Major storm as defined in subsequent sections of this manual.

- Stormwater discharge to private irrigation ditches, drains and laterals is acceptable provided approval has been granted by such facility owner/operator, the discharge rate is

metered per the requirement of Sections 2.1.4 and 2.1.5 and discharge is delayed (controlled) to ensure the ditch, drain or lateral facility is not adversely impacted beyond existing conditions. An agreement shall be signed between the facility owner/operator and developer with the City named as a third party. Agreement must state at a minimum the following: Development's discharge requirements, conditions of use, term of agreement, maintenance responsibilities and a note stating that the City shall have the first right to accept the automatic transfer of all interests and easements of the ditch/drain facility should the ditch/drain facility operator abandon their facility adjacent to the development.

- Subdivisions or commercial property developing adjacent to ditches and drains shall provide right-of-way or an easement from the top of bank along the property frontage for maintenance access. The width of right-of-way or easement shall be specified by the ditch or drain facility owner to accommodate both appropriate heavy equipment access, cleaning and maintenance activities. However, in no case shall the width be less than 20-feet on either side of the ditch/drain facility. Easement document and/or plat SIA shall specify that no fences, trees, structures or other permanent improvements can be constructed within the easement area.

- Developers shall acknowledge that there exists the potential for ditches/drains to overtop during rain events, resulting in flooding to adjacent properties. The locations and rate of overtopping is unknown; however, developers shall account for this potential when subdividing, constructing homes or businesses and shall use flood proofing or establish elevations and grading plans accordingly. The degree of improvements required will depend on the character of the adjacent ditch/drain and the location of development along the ditch/drain.

    - In addition, developers shall acknowledge that there exists the potential for adjacent ditches/drains to leak contributing to seasonally high groundwater conditions within the development; which will need to be accommodated in the design of stormwater management facilities and within the SIA.

### 2.1.2 City Contracted Projects

The following requirements apply to projects contracted by the City of Billings, including road reconstruction projects, new road construction, and other projects that impact existing drainage patterns within the City of Billings right of way.

- City Contracted projects shall follow design criteria included in this manual. Runoff control and water quality treatment requirements will be established by the City Engineer managing the project.

- Submit a Storm Drainage Memo for projects which result in only minor impacts to existing drainage patterns. The City Engineer's Office will determine whether the impact will be considered "minor" or "major" on a case-by-case basis.

- ❖ Submit a Comprehensive Drainage Plan (CDP), in accordance with Chapter 3 of this manual, for projects which result in major impacts to existing drainage patterns. The CDP shall identify any changes in flood hazards during the Major Storm for projects which result in major impacts to existing drainage patterns.

### 2.1.3 Residential Lot Developments

The requirements presented in Table 2.1 apply to residential lot development, including single family homes, duplexes, townhomes, and condo developments constructing two or less living units located on a single lot and for "minor" construction and building projects in which either the improvements necessitate a building permit and/or improvements create more than 2,500 SF of impervious surface.

**Table 2.1 – Requirements for Residential Lot Developments**

| ***Drainage Design Criteria*** | ***Reference*** |
|---|---|
| Site grading requirements shall follow specific requirements established in/on the subdivision plat, SIA or any covenants within the subdivision. | N/A |
| Unmitigated runoff generated from a residential site (or new improvements) shall not drain from that site to a neighboring property. | N/A |
| If a common drainage approach is used which develops a solution for side and backyard runoff, developer shall specify in the subdivision plat/SIA the details and practices to be followed by subsequent property owners. For existing developments, a Declaration of Common Drainage shall be completed identifying drainage solutions. | N/A |
| Hard surfaces, including gutter downspouts shall drain onto lawns or pervious areas providing a minimum length of 15-feet for runoff to disperse prior to reaching the property line with slopes no greater than 5% for lawns and no greater than 2% for other pervious areas. | N/A |
| Property owners may not alter existing drainage patterns of their lot without prior approval from the City Engineer. | N/A |
| Residential lot owners are encouraged to use LID methods on their lot. | Section 8.16 |
| The elevation of residential dwellings and other lot features 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. | Section 6.2 |
| Verify that your project requires a Stormwater Pollution Prevention Plan (SWPPP); if so submit SWPPP and NOI Forms. | Chapter 9 |
| Downspouts with unfinished landscaping shall be equipped with sediment bags and/or energy dissipaters until landscaping establishes. | |
| Stormwater features shall be preserved per the initial design and maintained by the property owner. | SIA & Section 7.4 |
| ***Submittals*** | ***Reference*** |
| Submit a Site Stormwater Plan (SSP) detailing lot grading and drainage plan. | Section 3.1.1 |

### 2.1.4 Commercial Property Development

The requirements presented in Table 2.2 apply to commercial and industrial development projects and residential home construction projects including single family homes, duplexes, townhomes, condo developments and residential manufactured homes constructing three or more living units located on a single lot or that are part of a Master Site Plan Development. For developments constructing private streets, the private street corridors shall be constructed in accordance with Section 4.3 of this manual and designed to the 50-year storm.

Commercial expansion creating more than 2,500 square feet of new impervious surface shall be governed by this manual. Runoff from existing hard surfaces will not be governed by this manual if the new hard surface is adequately hydraulically disconnected from the existing hard surface. However, for commercial sites where the existing commercial facility and related impervious surfaces are removed, or substantially removed (as defined by the City), and new or redevelopment is occurring, the new commercial development, or reconstructed portion thereof, shall meet the full requirements of this section.

If a new connection to the City's storm drain system is installed, regardless of the activities completed under Section 2.2 of this manual, the development's stormwater system which connects to the City storm drain system shall be brought into compliance with the requirements of this section.

Some commercial project developments may be classified as "Business District Development/Re-Development." For a description of Business District Development/Redevelopment and the associated requirements, see Section 2.1.6.

**Due to the potential for increased pollutant runoff, some sites may require additional regulatory and design requirements. Refer to Appendix A for the following facilities:**

- Fueling station, facility storing/transporting more than 1,500 gallons of petroleum products, hydraulic equipment storage, property zoned controlled or heavy industrial, vehicle maintenance/repair, nurseries, lawn care/fertilizer facility, agricultural or animal care facility, or other similar facilities.

The table identifying Requirements for Commercial Property Developments can be found within Table 2.2 on Page 2-5.

### 2.1.5 Subdivision Development

The table identifying requirements for Subdivision Development can be found within Table 2.3 on Page 2-6. The requirements of this section and Table 2.3 apply to subdivisions within City Limits as well as tracts of land under review for annexation.

### 2.1.6 Business District Development/Redevelopment

Where existing buildings within the general downtown limits are currently constructed to property lines and development is being reviewed by the City Engineer's Office because of a change in use or other qualifying alteration, the following criteria shall apply:

- If identified by the City, Developer shall install the necessary improvements to ensure runoff from the site is managed in a manner that improves offsite drainage from that of existing conditions. Any know, existing storm drain problems will be addressed at this time.

Reconstruction of these sites (as defined by the City) shall be governed by Section 2.1.4. Prior to design, Developer shall meet with City Engineer's Office to discuss site-specific stormwater improvement requirements.

| Table 2.2 – Requirements for Commercial Property Developments | |
|---|---|
| ***General Criteria*** | ***Reference*** |
| Design Storm Frequencies. | Section 4.2 – 4.5 |
| Acceptable Runoff Calculation Methods. | Section 5.3 |
| Contribution to regional facility if identified in SIA or other project agreements | N/A |
| ***Water Quality Requirements*** | ***Reference*** |
| Water Quality Volume and Flow (WQV and WQF). | Section 8.2 & 8.3 |
| Water Quality Treatment Methods. | Section 8.4 |
| ***Runoff Control Requirements*** | ***Reference*** |
| Runoff generated from the 50-year, 24-hour storm shall be mitigated onsite, with no discharge onto neighboring property or the public right-of-way. The volume of required storage shall be based upon the assumption of no discharge to the City's storm drain system. Infiltration to native soils is allowed in the calculations. This requirement applies to both areas inside and outside of the *Special Discharge Area*, which is found within Appendix I. | N/A |
| For properties not identified in Appendix I as being within the *Special Discharge Area*: With City approval, water quality mitigated, and on-site storage provided for 50-year, 24-hr storm, a connection to the storm drain system may be allowed, with discharge metered to not exceed pre-developed runoff rates for the 2, 10 and 50-year storms. | Section 6.3.5<br>Appendix I |
| For properties identified in Appendix I as being within the *Special Discharge Area*: With City approval, water quality mitigated, and on-site storage provided for 50-year, 24-hr storm, a connection to the storm drain system may be allowed, with discharge metered to a prorated value of 1 cfs per 10 acres of development. i.e. a 0.5 acre development would be allowed a 0.05 cfs (appx. 22 gpm) discharge. | Appendix I |
| Commercial development constructed within any subdivision shall be governed by the requirements of this section independent of the requirements of Section 2.1.5. However, for new developments, a comprehensive solution that combines the subdivision stormwater management facilities with the commercial stormwater management facilities may be considered if an upfront plan is developed. | N/A |
| Overland/sheet flow to the City's storm drain system, including streets and alleys, is not allowed, unless approved by the City Engineer. | N/A |
| Design stormwater runoff control facility to meet above criteria. | Chapter 7 |
| ***Stormwater Facility Design Requirements*** | ***Reference*** |
| Above ground storage in parking lots may not pond to a depth greater than 12 inches during the Major Storm. | N/A |
| The elevation of commercial properties must be established in recognition of the City's policy allowing for an 18-inch depth of flow in the gutter flowline of adjacent streets during the Major Storm. | Section 6.2 |
| Geotechnical and Hydrogeologic Evaluation and Recommendations. | Appendix D, H |
| ***Submittals, Permits, and Easements*** | ***Reference*** |
| Submit a Comprehensive Drainage Plan (CDP). | Section 3.1.2 |
| A SWPPP and NOI may be required to address stormwater runoff during construction and until landscaping has established. Determine whether your project will require these permits and submit as necessary. | Chapter 9 |
| Commercial property developing adjacent to ditches/drains. | Section 2.1.1 |
| Owner shall call for City inspection of drainage features prior to backfilling. | N/A |
| TV report shall be submitted for connections within the public right-of-way. | COB Standard Mods |
| ***Operation and Maintenance*** | ***Reference*** |
| All facilities shall be owned, operated and maintained by the development. | Appendix E, F<br>Section 6.3.5 |

| Table 2.3 – Requirements for Subdivision Development | |
|---|---|
| ***General Criteria*** | ***Reference*** |
| Design Storm Frequencies. | Section 4.2 – 4.5 |
| Acceptable Runoff Calculation Methods. | Section 5.3 |
| Hydraulic Analysis and Design. | Chapter 6 |
| Contribution to regional facility if identified in SIA or other project agreements. | N/A |
| ***Water Quality Requirements*** | ***Reference*** |
| Adjacent subdivisions may work in conjunction to develop a common solution to achieve WQV and WQF drainage requirements, with approval from the City Engineer's Office. | Chapter 8 |
| Water Quality Volume and Flow (WQV and WQF). | Section 8.2 & 8.3 |
| Water Quality Treatment Methods. | Section 8.4 |
| ***Runoff Control Requirements*** | ***Reference*** |
| For properties not identified in Appendix I as being within the *Special Discharge Area*; runoff during the 2, 10 and 100-year storm events shall not exceed the runoff rate of natural (pre-developed) conditions, prior to subdividing and developing the land. Off-site runoff from the subdivision must maintain existing drainage characteristics of pre-developed conditions. | N/A |
| For properties identified in Appendix I as being within the *Special Discharge Area*; runoff generated by the 100-year event shall be mitigated and stored onsite. The maximum allowable discharge shall be limited to a metered rate of 1 cfs/ 10 acres of subdivision development. | Appendix I |
| Runoff entering the subdivision from upstream properties shall also be evaluated and included in the composite rate and volume of runoff from the subdivision. | N/A |
| Design stormwater runoff control facility to meet above criteria. | Chapter 7.0 |
| ***Stormwater Facility Design Requirements*** | ***Reference*** |
| The elevation of residential dwellings, buildings, or other permanent facilities must be established in recognition of the City's policy allowing for an 18-inch depth of flow in the gutter flowline of adjacent streets during the Major Storm. Established minimum building elevations shall be documented in the SIA, plat or other applicable recorded document. | Section 6.2 |
| Consider individual lot grading and drainage issues and provide necessary drainage easements to provide effective drainage to public right-of-way or approved downstream areas. | N/A |
| Geotechnical and Hydrogeologic Evaluation and Recommendations. | Appendix D |
| ***Submittals, Permits, and Easements*** | ***Reference*** |
| Submit a Comprehensive Drainage Plan (CDP) and Geotechnical/Hydrogeological Evaluation. | Section 3.1.2 |
| Submit HOA Agreement, O&M Manual and BMP Inspection Checklist. | Appendix F, G |
| A Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) may be required to address stormwater runoff during construction and until landscaping has established. Determine whether your project will require these permits and submit as necessary. | Chapter 9 |
| If off-site discharge onto neighboring properties is required, a drainage easement must be obtained through the downstream neighboring properties to the point at which the runoff is collected in a public drainage facility. | Appendix G |
| Discharge leaving site must leave in same manor/characteristics as pre-developed conditions. | N/A |
| Subdivisions developing adjacent to ditches/drains. | Section 2.1.1 |
| If curb cuts for drive approaches are included during initial subdivision construction, the associated driveway aprons (or other approved feature) shall also be constructed to accommodate gutter flow to the full gutter depth throughout the subdivision. | N/A |
| As-Builts (PDF) shall be stamped and submitted by the Professional Engineer of record. | N/A |
| TV report shall be submitted for all pipe within the public right-of-way. | COB Standard Mods |
| ***Operation and Maintenance*** | ***Reference*** |
| Stormwater facilities within a subdivision (excluding mainline and inlets) shall be owned, operated and maintained by the subdivision HOA. Stormwater facilities outside of the R.O.W. shall be located within a lot owned by the HOA and shall include a platted easement and associated access to the R.O.W. Access easement shall detail property owner/HOA use and maintenance of easement area. Landscape plans shall be submitted with the development plans. | Appendix E, F, G |

## 2.2 Maintenance Activities

The activities listed below are considered to be "maintenance" and are therefore not governed by the requirements of this manual. Exclusion from these stormwater management requirements does not relieve the development of other required permits and submittals. Contact the City Engineer's Office to determine what (if any) permits or submittals will be required.

- Replacement of existing infiltration facilities; i.e., boulder pits or French drains.
- Resurfacing of an existing parking lot, including reconstruction of base gravel if grades of the parking lot have not altered drainage patterns.
- City of Billings maintenance projects.
- Private utility improvement projects disturbing less than one-acre of land surface.

**If a new connection is made to the City's storm drain system, the development shall meet the requirement of Section 2.1.4.** Failure to properly maintain a stormwater facility is governed by the requirements of Chapter 28 of the Billings Municipal City Code.

# Chapter 3 - Plan/Permit Submittal Requirements

The intent of this chapter is to provide a framework for uniformity in plan preparation, submittal, and review to promote efficiency in the review process. In addition, properly developed drainage plans will facilitate proper operation and maintenance of drainage facilities following construction. Acceptance by the City does not relieve applicants from responsibility for ensuring system performance, safety, and compliance with other local, state, and federal regulations.

The City will conduct a limited review of Drainage plans for compliance with requirements set forth in this Manual. Content and scope of the drainage plan will vary based upon development type, location and site characteristics. The Applicant is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices and this Manual. The City's limited plan review of Drainage plans is not a substantive review of the plans and engineering. The City's ultimate acceptance of a Drainage plan is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Applicant nor any third party may rely upon the City's limited review or acceptance.

## 3.1 PLAN SUBMITTAL REQUIREMENTS

Stormwater Drainage Plans are divided into two categories based upon the development type; Site Stormwater Plan (SSP) and Comprehensive Drainage Plan (CDP). The applicability and requirements for each are described as follows:

### 3.1.1 Site Stormwater Plan (SSP)

The SSP applies to all developments listed in Section 2.1.3 and shall be reviewed and accepted prior to issuance of a building permit. The following shall be addressed in an SSP submittal:

- Inform the City as to the drainage plan, the nature of the construction, project schedule, downstream conveyances, and project contact information. Plan shall include all finished floor elevations, drainage flow paths, top back of curb elevations, downspout, window well locations and similar critical elevations.
- Identify the drainage pattern of adjacent lots to ensure a common drainage approach within the subdivision is being met.
- Show all easements within lot and show/identify all site specific criteria and requirements listed within the subdivision SIA.

If after review of the SSP, the City determines that more detail or information is required, the City may require a Comprehensive Drainage Plan (CDP).

## 3.1.2 Comprehensive Drainage Plan (CDP)

The CDP applies to all developments listed in Section 2.1.4 through 2.1.6 and shall be reviewed and accepted prior to issuance of a building and/or right-of-way permit. Table 3.2 shall be used to identify required information to be submitted for various development activities. Additional information to guide these submittals is provided in the referenced appendices.

**Table 3.2 – Comprehensive Drainage Plan (CDP) Submittals**

| | ***Required Submittal*** | | | | | | |
|---|---|---|---|---|---|---|---|
| ***Development Activity*** | Preliminary Drainage Report | Final Drainage Report | Geotechnical/ Hydrogeological Report | O & M | HOA | SIA | Reference |
| Commercial | | X | X | X | | | Appendix A, C, D, E, G, H |
| Preliminary Plat | X | | X | | | X | Appendix B, D, G, H |
| Private Contract | | X | X | X | X | | Appendix C - H |

### *3.1.2.1 Preliminary Drainage Report*

The purpose of the Preliminary Drainage Report is to identify and describe site drainage impacts and illustrate preliminary solutions to the drainage system and any problems which may occur on-site and off-site as a result of the development, or any phase of the development.

The report shall provide an appropriate level of detail to address drainage issues and present the overall plan for the property. The report shall be based on the outline in Appendix B and include appropriate background information, supporting data, preliminary calculations and preliminary plan drawings.

### *3.1.2.2 Final Drainage Report*

The purpose of the Final Drainage Report is to provide in depth details and calculations to address the drainage issues and present sizing and locations for all proposed improvements. The report shall be based on the outline provided in Appendix C and shall include appropriate background information and supporting data, calculations and final plan drawings.

In addition to details and calculations, the Final Drainage Report shall include a narrative describing in detail how the site and site features will function for the water quality storm and the Minor and Major storm events. It is imperative that the written narrative provide sufficient information and details such that in reading the main body of the report, the reader has a clear understanding of how the site's stormwater system functions for each storm event. Insufficient report content will be grounds for rejection of the submittal.

The Final Drainage Report shall contain the signed project certification cover sheet found in Appendix G.

If infiltration to underlying soils will be used to manage any portion of the site runoff, refer to procedures outlined in Appendix D and G and the geotechnical/hydrogeological requirements of this manual.

#### *3.1.2.3 Geotechnical/ Hydrogeological Report*

The purpose of the Geotechnical/Hydrogeological Report is to provide sufficient information such that reviewer has a clear understanding of underlying soils and groundwater characteristics and how those will interact with and be impacted by the proposed development. The report shall be based upon the outline provided in Appendix D and shall include appropriate background information and supporting data, calculations and plan drawings.

In addition to the report, a letter from the geotechnical or hydrogeological professional shall be submitted stating the impacts that the stormwater runoff will have to groundwater levels, structures and facilities both within and outside the limits of developments. If impacts are identified, the report shall provide mitigation solutions for the development.

A groundwater mounding calculation shall be provided to identify the impacts of infiltrated stormwater runoff. An example calculation method and spreadsheet is made available from the United States Geological Survey (USGS); however, other approved, similar calculation methods may be accepted.

The Geotechnical/Hydrogeological Report shall contain the signed project certification cover sheet found in Appendix G.

#### *3.1.2.4 Operation and Maintenance (O&M) Manual*

The general purpose of the O&M manual is to identify the party responsible for operations and maintenance of the stormwater facility, detail maintenance schedules/activities and to ensure adherence with approved design operating conditions.

Appendix E outlines further requirements and information that shall be included in the O&M manual.

#### *3.1.2.5 Homeowners' Association (HOA) Agreement*

For subdivision development, an HOA agreement shall be submitted and approved to ensure perpetual legal validity and financial stability of the party responsible for ownership and maintenance of the stormwater facility and the template form found in Appendix G.

Appendix F outlines further requirements and information that shall be included in the HOA agreement.

#### *3.1.2.6 Subdivisions Improvements Agreement (SIA) Requirements*

The SIA shall include language describing HOA agreements, O&M requirements, easements, property owner responsibilities and any other subdivision or building-specific stormwater mitigation requirements.

#### *3.1.2.7 Template Forms*

Depending on the specific requirements of the development, additional agreements or forms may be required for submittal. Template forms are provided in Appendix G.

# Chapter 4 - Rainfall

## 4.1 APPLICATION

This chapter provides design storm frequency and precipitation data to be used in the design of stormwater management facilities for City of Billings' contracted projects, residential lot developments, commercial property developments, subdivision developments, and Business District Development/Redevelopment and miscellaneous developments. The information provided for the Water Quality Storm is intended for use in the design of permanent water quality treatment facilities for commercial property, subdivisions, and Business District Development/Redevelopment and miscellaneous developments.

## 4.2 MINOR AND MAJOR DRAINAGE SYSTEMS

Every urban area has two separate and distinct drainage systems, whether or not they are actually planned or designed. One is the Minor Drainage System and the other is the Major Drainage System, which are combined to form the Total Drainage System.

The Minor Drainage System is designed to transport the runoff from storm events with recurrence intervals from 2-year to 10-year with a minimum of disruption to the urban environment. Minor storm drainage can be conveyed in the curb and gutter area of the street (subject to street classification and capacity as defined herein), a roadside ditch, in the underground storm drain, open channels, or other conveyance facilities.

The Major Drainage System is designed to convey runoff from the 100-year recurrence interval storm to minimize health and life hazards, damage to structures, and interruption to traffic and services. Major storm flows can be carried in the urban street system (within acceptable depth criteria), open channels, storm sewers, and other facilities.

Drainage planning and design shall include consideration for both the Minor and Major Drainage Systems.

## 4.3 DESIGN STORM FREQUENCY

The design storm frequency varies depending on the development type as well as the street classification as shown in Tables 4.1 and 4.2.

**Table 4.1 – Design Storm Frequency by Development Type**

| Development Type | Design Storm Frequency (Recurrence Interval, Year) | |
|---|---|---|
| | Minor | Major |
| Residential Subdivision | 2 | 100 |
| Commercial Lot Development | 50 | N/A |

| Table 4.2 – Design Storm Frequency by Street Classification | | |
|---|---|---|
| Public Street Classification[2] | Design Storm Frequency (Recurrence Interval, Year) | |
| | Minor[1] | Major |
| Local Streets | 2 | 100 |
| Collector / Commercial Subdivision Street | 5 | 100 |
| Industrial / Central Business Streets | 10 | 100 |
| Arterial Streets | 10 | 100 |

[1] 50-year design storm shall be used for depressed road crossings.

[2] Private streets shall be governed as Commercial Lot Development per Table 4.1.

Drainage systems shall be evaluated for the Major storm to identify potential flood hazards. Drainage systems may need to be designed to convey a portion, or all, of the Major storm flows if Major storm flows cannot be safely conveyed to a suitable receiving system, or if allowable flow depths in streets cannot be maintained (see Section 6.2).

## 4.4 DESIGN STORM DEPTH AND INTENSITY

Rainfall depths and intensities are provided in Tabled 4.3 and 4.4 for the City of Billings, including durations from 5 minutes up to 24 hours and recurrence intervals from 2 years up to 100 years. This information was derived using precipitation data available from the National Climatic Data Center (NCDC) for Billings Logan International Airport (NCDC Cooperative Station Number 240807 (NCDC, 2014) for the period of record from July 1948 through September 2013.

**Table 4.3 – Precipitation Depth – Duration**
**(Depth In Inches)**

| Duration | 2-year | 5-year | 10-year | 25-year | 50-year | 100-year |
|---|---|---|---|---|---|---|
| 5-min | 0.27 | 0.42 | 0.51 | 0.65 | 0.75 | 0.85 |
| 10-min | 0.39 | 0.58 | 0.70 | 0.87 | 1.00 | 1.13 |
| 15-min | 0.47 | 0.68 | 0.83 | 1.03 | 1.18 | 1.33 |
| 20-min | 0.50 | 0.75 | 0.91 | 1.13 | 1.30 | 1.46 |
| 25-min | 0.54 | 0.80 | 0.98 | 1.21 | 1.39 | 1.56 |
| 30-min | 0.56 | 0.84 | 1.02 | 1.28 | 1.47 | 1.66 |
| 35-min | 0.59 | 0.89 | 1.08 | 1.34 | 1.53 | 1.72 |
| 40-min | 0.61 | 0.92 | 1.12 | 1.39 | 1.59 | 1.78 |
| 45-min | 0.63 | 0.95 | 1.16 | 1.43 | 1.64 | 1.84 |
| 50-min | 0.65 | 0.97 | 1.19 | 1.47 | 1.68 | 1.89 |
| 55-min | 0.67 | 1.00 | 1.22 | 1.50 | 1.72 | 1.93 |
| 1-hr | 0.68 | 1.03 | 1.26 | 1.55 | 1.76 | 1.97 |
| 2-hr | 0.76 | 1.11 | 1.34 | 1.63 | 1.85 | 2.07 |
| 3-hr | 0.85 | 1.18 | 1.40 | 1.68 | 1.88 | 2.09 |
| 6-hr | 1.05 | 1.38 | 1.60 | 1.88 | 2.08 | 2.28 |
| 12-hr | 1.29 | 1.67 | 1.92 | 2.23 | 2.46 | 2.70 |
| 24-hr | 1.57 | 2.05 | 2.37 | 2.78 | 3.08 | 3.38 |

Based on DOWL Precipitation Analysis (2015)

| Table 4.4 – Precipitation Intensity - Duration (Intensity In Inches per Hour) | | | | | | |
|---|---|---|---|---|---|---|
| Duration | 2-year | 5-year | 10-year | 25-year | 50-year | 100-year |
| 5-min | 3.26 | 5.02 | 6.18 | 7.75 | 8.96 | 10.16 |
| 10-min | 2.33 | 3.45 | 4.19 | 5.20 | 5.98 | 6.75 |
| 15-min | 1.87 | 2.74 | 3.31 | 4.11 | 4.72 | 5.32 |
| 20-min | 1.50 | 2.24 | 2.73 | 3.39 | 3.89 | 4.38 |
| 25-min | 1.29 | 1.93 | 2.35 | 2.91 | 3.33 | 3.76 |
| 30-min | 1.12 | 1.68 | 2.05 | 2.55 | 2.94 | 3.33 |
| 35-min | 1.01 | 1.52 | 1.85 | 2.29 | 2.62 | 2.95 |
| 40-min | 0.92 | 1.38 | 1.68 | 2.08 | 2.38 | 2.68 |
| 45-min | 0.84 | 1.26 | 1.54 | 1.91 | 2.18 | 2.45 |
| 50-min | 0.78 | 1.17 | 1.43 | 1.76 | 2.02 | 2.27 |
| 55-min | 0.73 | 1.09 | 1.33 | 1.64 | 1.88 | 2.11 |
| 1-hr | 0.68 | 1.03 | 1.26 | 1.55 | 1.76 | 1.97 |
| 2-hr | 0.38 | 0.55 | 0.67 | 0.82 | 0.93 | 1.03 |
| 3-hr | 0.28 | 0.39 | 0.47 | 0.56 | 0.63 | 0.70 |
| 6-hr | 0.18 | 0.23 | 0.27 | 0.31 | 0.35 | 0.38 |
| 12-hr | 0.11 | 0.14 | 0.16 | 0.19 | 0.21 | 0.22 |
| 24-hr | 0.07 | 0.09 | 0.10 | 0.12 | 0.13 | 0.14 |

Based on DOWL Precipitation Analysis (2015)

The depth versus duration information in Table 4.3 shall be used together with the SCS (NRCS) Type II rainfall distribution to develop the 24-hour storm hyetograph for runoff hydrograph analyses. The rainfall intensities listed in Table 4.4 for the corresponding durations (times of concentration) shall be used in the Rational Method to determine peak runoff rates. For times of concentration other than those listed in Table 4.4, do not interpolate within Table 4.4 directly; rather, the corresponding intensity shall be estimated using a linear interpolation of precipitation depths. (i.e., the 5-year, 22-minute rainfall depth interpolated from the 5-year, 20-minute and 25-minute depths is 0.77 inches, which translates to an intensity of 2.10 inches per hour).

## 4.5 WATER QUALITY STORM

The water quality design storm shall be used to size runoff treatment and water quality BMPs. Runoff treatment BMPs should be sized based on either the water quality volume or flow rate in order to achieve the required treatment efficiencies.

The water quality runoff volume and/or flow rate for post-development conditions shall be based on the 0.5-inch rainfall event. This storm was selected by the Montana DEQ and issued in the General Permit and has been adopted by the City of Billings as the water quality design storm. Industry standard for water quality treatment is to capture and treat runoff from at least 90 percent of the storms. Based on analysis of precipitation data for the City of Billings, a 0.5-inch daily precipitation represents the 94 percent non-exceedance value (only 6% of daily storm totals exceed 0.5 inches). Further details on how the Water Quality Design Storm is to be applied is discussed in Chapter 8 – Permanent Water Quality Treatment.

# Chapter 5 - Runoff

## 5.1 APPLICATION

This chapter discusses criteria for drainage basin delineation and for selection of acceptable stormwater runoff calculation methods to be used for drainage design within the City of Billings.

## 5.2 DRAINAGE BASIN AREA

The total area, including upstream offsite areas, contributing to the point of interest shall be included in the delineation of drainage basins. Runoff from upstream undeveloped land, not part of the proposed project, shall be included in the design calculations. Runoff from upstream developed property must be determined based on existing conditions or approved drainage plans. A detailed contoured map with the best information available shall be used to identify off-site areas.

There are several irrigation ditches within the City of Billings. The impact of these ditches must be considered in evaluating drainage basin boundaries and in analyzing off-site contributing runoff to the site and off-site discharge from the site. The drainage analysis shall include an evaluation of the capacity of the irrigation ditch for carrying stormwater runoff in addition to irrigation flows and shall also include an evaluation of potential flow contributions from irrigation deliveries or waste-way structures. Irrigation ditches should generally, not be considered to be a basin boundary since storm runoff from up-basin may overtop the ditch and flow into the area of development. Irrigation ditches should only be considered drainage divides if it can be demonstrated that adequate surcharge capacity is available in excess of that required to carry irrigation flows.

Large drainage basins will typically need to be divided into sub-basins to effectively evaluate the stormwater runoff conditions. Sub-basin boundaries shall be constructed to represent the contributing area to individual storm drain inlets and shall consider the roadway crown, roadside ditches, or other topographic or drainage features which dictate runoff patterns. Large subdivisions should be divided into sub-basins reflecting post development build-out conditions which will dictate basins boundaries. Drainage sub-basin boundaries for subdivisions shall reflect assumed post-developed topographic drainage boundaries, which typically do not follow legal lot lines. Sub-basins for use with the Rational Method shall be delineated to represent homogenous land uses. Where basins are not homogenous, the Rational Method may result in unrealistically low peak flow rates due to use of low weighted-average runoff coefficients.

## 5.3 SELECTION OF RUNOFF CALCULATION METHODS

| Table 5.1 – Acceptable Runoff Calculation Methods | | |
|---|---|---|
| Runoff Calculation Method | Applications | Limitations/Notes |
| Rational Method | - Used for determining peak runoff rates for sizing conveyance systems<br><br>- Should not be used when routing of runoff hydrographs is required | - Should only be used for developments and basins of 5 acres or less<br><br>- Should only be used for basins with homogeneous land uses |
| Modified Rational Method | - A simplified method used to approximate storage requirements for small drainages | - Should only be used for developments and basins of 5 acres or less<br><br>- The Modified Rational Method spreadsheet developed by the City of Billings shall be used (**https://ci.billings.mt.us/567/Stormwater-Management**) |
| NRCS (SCS) Method | - Used for determining peak runoff rates and runoff hydrographs for large drainage basins<br><br>- Used for determining storage requirements for detention or retention facilities | - Should be used for developments and basins larger than 5 acres |
| EPA SWMM | - Used for complex drainage systems requiring modeling of a network of system components | - Consult with City Engineer for Approval to use this method |

## 5.4 NRCS (SCS) HYDROGRAPH METHOD

The SCS Hydrograph Method shall be employed using the procedures detailed in Section 3.2.4 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

### 5.4.1 Soils Types

Use site-specific soils information for the project site when available, or the Natural Resources Conservation Service (NRCS) Soil Survey of Yellowstone County to identify the soils and corresponding hydrologic soil groups for each drainage basin

### 5.4.2 Time of Concentration

The time of concentration shall be calculated using the procedures detailed in TR-55 Method (**https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf**). Time of concentration ($T_c$) should range from five minute to 20 minutes for most basins. To the extent possible, the resulting peak flows shall be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness. The final subdivision build-out shall be considered in determining appropriate $T_c$ flow path. Sheet flow lengths shall be limited to no more than 150' and, unless approved by the City Engineer's Office, flow paths from backyards shall not be considered in the determination of $T_c$. Multiple flow path scenarios shall be evaluated in selecting the flow path which results in the shortest time of concentration, which will govern determination of the peak flow.

### 5.4.3 Curve Numbers

Curve numbers (CNs) to be used shall be as set forth in Table 5.2. Depending on basin area, multiple CNs with associated flow properties may be required. A conservative approach shall be used when determining CN values.

**Table 5.2 – Runoff Curve Numbers for Urban Areas**
**(Average Watershed Condition, $I_a = 0.2\ S_R$)**

| Land Use Description | | Curve Numbers for Hydrologic Soil Group | | | |
|---|---|---|---|---|---|
| | | A | B | C | D |
| **Fully Developed Urban Areas (Vegetation Established)** | | | | | |
| Lawns, open spaces, parks, golf courses, cemeteries, etc. | | | | | |
| Good condition; grass cover on 75% or more of the area | | 39 | 61 | 74 | 80 |
| Fair condition; grass cover on 50 to 75% of the area | | 49 | 69 | 79 | 84 |
| Paved parking lots, roofs, driveways, etc. | | 98 | 98 | 98 | 98 |
| Streets and roads | | | | | |
| Paved with curbs and storm sewers | | 98 | 98 | 98 | 98 |
| Gravel | | 76 | 85 | 89 | 91 |
| Dirt | | 72 | 82 | 87 | 89 |
| Paved with open ditches | | 83 | 89 | 92 | 93 |
| | Average % impervious* | | | | |
| Commercial and business areas | 85 | 89 | 92 | 94 | 95 |
| Industrial districts | 72 | 81 | 88 | 91 | 93 |
| Residential Lots: | Average % impervious* | | | | |
| | 65 | 77 | 85 | 90 | 92 |
| | 38 | 61 | 75 | 83 | 87 |
| | 30 | 57 | 72 | 81 | 86 |
| | 25 | 54 | 70 | 80 | 85 |
| *Interpolate as necessary | | | | | |
| **Developing Urban Areas (No Vegetation Established)** | | | | | |
| Newly graded area | | 77 | 86 | 91 | 94 |
| **Native Ground Cover** | | | | | |
| Herbaceous – mixture of grass, weeds and low growing brush, with brush the minor element (30%-70% ground cover) | | | 71 | 81 | 89 |
| Herbaceous – mixture of grass, weeds and low growing brush, with brush the minor element (>70% ground cover) | | | 62 | 74 | 85 |
| Sagebrush with grass understory | | | 35 | 47 | 55 |
| Pasture, grassland or range – continuous forage for grazing | | 39 | 61 | 74 | 80 |
| Meadow – continuous grass, protected from grazing, mowed for hay | | 30 | 58 | 71 | 78 |
| **Cultivated Agricultural Lands** | | | | | |
| Row crops | | 67 | 78 | 85 | 89 |
| Close-seeded or broadcast legumes or rotation meadow | | 58 | 72 | 81 | 85 |
| Small grain crops | | 63 | 75 | 83 | 87 |

## 5.5 RATIONAL METHOD

One of the most widely used equations for the calculation of peak runoff from small basins is the Rational formula, given as follows:

$$Q = C_f CIA$$

Where: Q = Flow in cfs,
$C_f$ = correction factor for infrequent storms,
C = a dimensionless runoff coefficient,
I = rainfall intensity in inches per hour, and
A = drainage area in acres

The Rational Method shall be applied using the procedures detailed in Section 3.2.2 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**). To the extent possible, the results shall be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness.

### 5.5.1 Frequency Correction Factors

Table 5.3 lists the correction factor to be used for infrequent storm events.

**Table 5.3 – Frequency Correction Factors for Rational Method**

| Recurrence Interval (years) | Adjustment Factor $C_f$ |
|---|---|
| 2 and 10-year | 1.00 |
| 25-Year | 1.10 |
| 50-Year | 1.20 |
| 100-Year | 1.25 |
| **NOTE: $C*C_f$ should not exceed 1.00** | |

### 5.5.2 Time of Concentration

The time of concentration shall be calculated using the procedures detailed in Section 3.2.2.3 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**). Time of concentration ($T_c$) should range from five minutes to 20 minutes for most basins. To the extent possible, the resulting peak flows shall be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness. The final subdivision or site build-out shall be considered in determining appropriate $T_c$ flow path. Sheet flow lengths shall be limited to no more than 150' and, unless approved by the City Engineer's Office, flow paths from backyards shall not be considered in the determination of $T_c$. Multiple flow path scenarios shall be evaluated in selecting the flow path which results in the shortest time of concentration, which will govern determination of the peak flow.

### 5.5.3 Runoff Coefficients

Runoff Coefficients to be used shall be as set forth in Table 5.4. Depending on basin area, multiple coefficients with associated flow properties may be required. A conservative approach shall be used when determining coefficient values.

**Table 5.4 – Runoff Coefficients ("C") for the Rational Method**

| Type of Drainage Area | Runoff Coefficient, C* |
|---|---|
| Residential: | |
| Neighborhood areas | 0.70 |
| Single-family areas | 0.50 |
| Multi-units, detached | 0.60 |
| Multi-units, attached | 0.75 |
| Apartment dwelling areas | 0.70 |
| Industrial: | |
| Light areas | 0.80 |
| Heavy areas | 0.90 |
| Parks, cemeteries | 0.10 – 0.25 |
| Playgrounds | 0.20 – 0.40 |
| Railroad yard areas | 0.20 – 0.40 |
| Unimproved areas (forest) | 0.10 – 0.30 |
| Lawns: | |
| Sandy soil, flat, 2% | 0.10 |
| Sandy soil, average, 2-7% | 0.15 |
| Sandy soil, steep, 7% | 0.20 |
| Heavy soil, flat, 2% | 0.17 |
| Heavy soil, average 2-7% | 0.22 |
| Heavy soil, steep, 7% | 0.35 |
| Streets, parking lots and other paved areas: | |
| Asphaltic and concrete | 0.95 |
| Brick | 0.85 |
| Drives, walks and roofs | 0.95 |
| Gravel Areas | 0.70-.85 |

*Higher values are usually appropriate for steeply sloped areas and longer return periods as infiltration and other losses have a proportionally smaller effect on runoff in these cases.

## 5.6 EPA SWMM RUNOFF METHOD

The EPA SWMM runoff method is widely accepted and is typically used for large complex projects or subdivisions. The results from this method shall be verified for reasonableness through comparison to the results of other accepted methods including the SCS Hydrograph Method and/or the Rational Method. To the extent possible, the results shall also be verified against observed runoff during historic rainfall events in Billings to ensure reasonableness. Check with the City Engineer for approval to use this method.

## 5.7 MODIFIED RATIONAL METHOD

The Modified Rational Method was developed (Poertner, 1974) with the intent of using the rational method for sizing of storage facilities on small watersheds. The Modified Rational Method approximates the volume of runoff for various storm durations, with peak flows based on the time of concentration for each respective duration and a triangular approximation of the runoff hydrograph for each. The

difference between the volume of runoff into the facility and the outflow from the facility, computed for the various storm durations is used to establish the maximum required detention storage.

This simplified approach is more valid for small basins such as rooftop drainage, parking lots, or other small components of development, with contributing areas less than 5 acres.

The City developed and prefers the use of their Modified Rational Method spreadsheet. This spreadsheet is available on the City's website (**https://ci.billings.mt.us/567/Stormwater-Management**).

## 5.8 COMPUTER AIDED DESIGN SOFTWARE

The City of Billings will allow the use of other computer aided design software programs for large, complex developments. However, designer shall provide a detailed, written explanation, within the body of the CDP, detailing selection of input parameters, description for how program calculates results, and a detailed explanation of those results. Appurtenant results pages shall be provided in an appendix of the CDP.

# Chapter 6 - Hydraulic Analysis and Design

## 6.1 APPLICATION

This chapter provides criteria to be used in the design of public storm drainage infrastructure including inlets, manholes, storm drain, open channels, culverts, and bridges to safely convey storm runoff for projects within the City of Billings.

## 6.2 GUTTER FLOW

The primary purpose of streets is for traffic and the use of streets for storm runoff must therefore be restricted. However, streets are an integral part of the urban drainage system and may be used for transporting a limited amount of storm runoff. The City allows the use of streets for drainage within the limitations specified in Tables 6.1 and 6.2. Street classifications are specified on the current Functional Classification Map developed by the City of Billings. This map can be found on the City's website (**http://ci.billings.mt.us/DocumentCenter/View/1998**).

**Table 6.1 – Allowable Use Of Streets For Minor Storm Runoff**

| Street Classification | Maximum Street Encroachment |
|---|---|
| Local | No curb overtopping. Flow may spread to crown of street.[1] |
| Collectors | No curb overtopping. Flow spread must leave at least one, 11' lane free of water, five feet either side of the street crown. [1] |
| Arterials | No curb overtopping. Flow spread must leave at least two, 11' lanes free of water, ten feet each side of the street crown or median. [1] |
| Arterials (more than 6 lanes) | No curb overtopping. Flow spread must leave at least four, 11' lanes free of water, twenty feet each side of the street crown or median. [1] |

[1]Where no curbing exists, encroachment shall not extend beyond property lines, except at drainage easements.

**Table 6.2 – Allowable Use Of Streets For Major Storm Runoff**

| Street Classification | Maximum Depth |
|---|---|
| Local and Collectors | The depth of water at the gutter flowline shall not exceed 18 inches. Residential dwellings and public, commercial, and industrial buildings shall not be inundated at the ground line unless flood-proofed. |
| Arterials | To allow for emergency vehicles, the depth of flow at the street crown shall be no more than six inches. Residential dwellings and public, commercial, and industrial buildings shall not be inundated at the ground line unless flood-proofed. |

### 6.2.1 Hydraulics

Gutter flow encroachment and hydraulics shall be evaluated using the methods presented in Section 4.3 of the HEC-22 Manual (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

## 6.2.2 Minimum Gutter Slope

Gutters shall be constructed at slopes no flatter than 0.4 percent for retrofit conditions and 0.6 percent for new construction. For new gutter sections in vertical curves, the k-value shall be less than or equal to 167 to provide for adequate drainage. If the k-value exceeds 167, special consideration shall be given to promote drainage.

## 6.2.3 Inlet Spacing and Location

### *6.2.3.1 General*

The interception capacity of inlets and required spacing shall be determined in accordance with the procedures described in Sections 4.3 and 4.4 of the HEC-22 Manual.

- Recommended Locations for inlets
  - Prior to pedestrian crossings
  - At low points in the gutter grade
  - Where significant flows from off the right-of-way are expected
  - On horizontal curves where a change from normal crown to super-elevation may cause water to sheet-flow across the road
  - Where lay-down curb (e.g., at approaches) may allow the flow to escape and cause flooding
  - Where necessary to maintain gutter flow widths and depths within the allowable limits set forth in Tables 6.1 and 6.2
  - Mid-block inlets within subdivisions, shall be located along property lines to minimize impacts to future driveways and other development features
  - Where a curbed roadway crosses a bridge, the gutter flow should be intercepted and not permitted to flow onto the bridge.

### *6.2.3.2 Inlet Types*

Allowed storm inlet types include grated and combination (grated with curb opening or grated with curb opening plus slotted drain) inlets. The City of Billings standard inlets include Type II inlets in sag locations and Type III inlets for on-grade installations (See City of Billings Standard Modifications; **https://ci.billings.mt.us/569/Standard-Mods**). For streets without curb and gutter, these inlets may not be appropriate and another inlet may be selected with City approval.

- Inlets in sag locations – inlet capacity in sump locations shall reflect 50 percent plugging by debris (design capacity equals 50 percent of the theoretical capacity).

- Inlets at on-grade locations – inlet capacity on-grade shall reflect 25 percent plugging by debris, (design capacity equals 75 percent of the theoretical capacity).

- Inlets installed within the right-of-way, or are adjacent to trails, sidewalks, and bike lanes must have grates that are designated for pedestrian and bicycle traffic. Approval from the City is required for inlets within the right-of-way that are not designated for pedestrian and bicycle.

- The capacity of an inlet shall be checked against the capacity of the inlet lateral pipe to ensure that the lateral pipe has adequate capacity to convey the inlet(s) capacity.

#### *6.2.3.3 Sediment Filters*

Sediment filters may be required by the City in locations with high sediment loads. Sediment filters must be properly maintained, including semiannual replacement schedules. Improper maintenance of sediment filters will be subject to City recourse as outlined in City Code, Chapter 28. Sediment filters may decrease flow capacity of the inlet. The inlet capacity calculations should consider the filter manufacturer's capacity restrictions of the inlet, if filters are required.

# 6.3 STORM DRAIN

## 6.3.1 Hydraulics

Use the methods set forth in Chapter 7 of the HEC-22 Manual for the hydraulic design of storm drains, except as modified herein (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

#### *6.3.1.1 Freeboard Requirements*

Storm drains shall be designed to operate in a non-pressurized (non-surcharged) flow condition during the Minor storm. Storm drains may be designed to surcharge during Major storm events; however, surcharging shall not result in a hydraulic grade line (HGL) elevation higher than the criteria listed in Table 6.2.

#### *6.3.1.2 Diameter, Slope, and Velocity Limits*

Minimum slopes for storm drain pipes shall be as required to maintain a full-flow velocity of at least 2.5 feet per second during the Minor Storm Event. Maximum full-flow velocity shall be limited to 12 feet per second in storm drain mains during the Minor Storm Event.

Minimum diameter for storm drain main lines and laterals, which will be part of the public storm drainage system, shall be 12 inches. Minimum diameter for private connections into the public storm drainage system shall be 6 inches as discussed in Section 6.3.5. Pipe sizes shall normally increase in the downstream direction and transitions from smaller pipes to larger pipes shall occur by matching the inside top (crown) of the pipes where practicable. Where it is not possible to match crowns, the 80-percent diameter points of the pipes shall be matched, where practicable; or, upon approval from the City Engineer's Office, inverts may be matched if the HGL does not exceed the street elevation.

#### *6.3.1.3 Maintenance Access*

All stormwater pipe and facilities shall be accessible for operation and maintenance by the City of Billings, Homeowners' Association or private business.

When vehicle access is necessary, for facilities constructed outside of the street section, access roads shall be provided in dedicated access easements. The minimum clear driving lane width of access roads is 12 feet. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.

Gates and/or bollards are required when necessary to restrict access to stormwater facilities. Cables and/or chains stretched across access roads are not acceptable.

#### 6.3.1.4 Manning "n" Values

The Manning's "n" value used for the design of storm drains shall be as shown in Table 6.3.

**Table 6.3 – Manning's Coefficients (n) for Storm Drain Conduits**

| Pipe Material | Roughness or Corrugation | Manning's n |
|---|---|---|
| Concrete Pipe | Smooth | 0.013 |
| Concrete Boxes | Smooth | 0.015 |
| Spiral Rib Metal Pipe | Smooth | 0.013 |
| Corrugated Metal Pipe, Pipe-Arch and Box | 2-2/3 by 1/2 in Annular<br>2-2/3 by 1/2 in Helical<br>6 by 1 in Helical<br>5 by 1 in<br>3 by 1 in<br>6 by 2 in Structural Plate<br>9 by 2-1/2 in Structural Plate | 0.027<br>0.023<br>0.025<br>0.026<br>0.028<br>0.035<br>0.037 |
| Poly Based Thermoplastic | Smooth<br>Corrugated | 0.015<br>0.025 |
| PVC Based Thermoplastic | Smooth | 0.011 |

*Published values may differ; however, values presented in this table assume long term use of pipe which leads to increased roughness. Manufacturer recommendations shall be used if values are higher than presented above.

## 6.3.2 Materials

Storm drains shall be constructed and installed as represented by the City of Billings Standard Modifications to the Montana Public Work Standard Specifications (MPWSS) (**https://ci.billings.mt.us/569/Standard-Mods**).

## 6.3.3 Access Manholes

#### 6.3.3.1 General

Access manholes are required when joining pipes of different types, sizes, at horizontal or vertical bends in the alignment, at lateral connections, and at the upstream terminus of storm drain mains.

#### 6.3.3.2 Required Size

The required minimum manhole size shall be as shown in Table 6.4.

**Table 6.4 – Minimum Allowable Manhole Size**

| Storm Drain Diameter | Manhole Diameter |
|---|---|
| 12" to 24" | 4' |
| 27" to 36" | 5' |
| 42" | 6' |
| 48" and larger | Junction box or Tee Manhole |

Larger manhole diameters or a junction box may be required when storm drain alignments are not straight through or where lateral pipes enter the manhole. The number and size of pipes that may be connected to any single manhole is limited in order to maintain the integrity of the structure. For angled connections or those with several pipes on the same plane, a larger manhole than set forth in the Table 6.4 may be required. For structural integrity, minimum undisturbed wall (edge of pipe

opening to edge of pipe opening) shall be 8 inches and for 72-inch and larger diameter structures, the minimum undisturbed wall between openings shall be 12 inches; unless otherwise allowed by the manufacturer's engineer.

#### *6.3.3.3 Required Spacing*

The maximum manhole spacing along storm drains is as set forth in Table 6.5.

**Table 6.5 – Maximum Allowable Manhole Spacing**

| Storm Drain Diameter | Maximum Spacing |
|---|---|
| 12" to 36" | 400' |
| 42" to 60" | 500' |
| 66" and Larger | 600' |

#### *6.3.3.4 Maximum Manhole Depth*

Manhole depths shall not exceed 20 feet without special safety provisions such as intermediate platforms and minimum diameter risers of 48 inches.

#### *6.3.3.5 Drop Manholes*

The difference between the highest trunk line pipe invert entering a manhole and the invert leaving shall not exceed 24 inches. Manholes exceeding 24 inches of fall shall be designed as drop manholes. Drop manholes with drop heights exceeding six feet shall be designed with high strength (6,000 psi) concrete.

### 6.3.4 Clearance from Other Utilities

The following utility clearances shall be maintained where possible. All clearances are based on the outside edge of the storm drain to the outside edge of the other utilities. For additional information, refer to the Infrastructure Layout diagram listed in the City's Standard Modifications Drawings.

- Horizontal clearances from storm main:
  - Cable TV, Gas, Power — 5 feet
  - Sewer — 6feet
  - Telephone, Fiber Optics — 5 feet
  - Water — 12 feet
- Vertical clearances from storm main:
  - Cable TV, Gas, Power — 1 feet
  - Sewer — 1 feet
  - Telephone, Fiber Optics — 1 feet
  - Water — 1.5 feet
  - Misc. Private Utilities — 1 feet
- Water main crossings shall be designed to prevent freezing due to minimal clearance from storm drains.
- Avoid crossing other utilities at highly acute angles. The angle measure between utilities shall be between 45 and 90 degrees.

## 6.3.5 Private Drainage System Connections

Private drainage system connections to the public storm drain system shall be approved by the City and shall comply with the following criteria. Such connections shall be entirely owned and maintained to the main by development in which the connection was installed and/or services.

- All private stormwater connections shall include backflow prevention to prevent stormwater from the City's storm drain system from surcharging onto private property. Backflow preventer must be installed on-site and not within the public right-of-way.
  - Minimum pipe diameter discharging to the City's storm drain system shall be 6 inches with a minimum slope of 1 percent to provide adequate scour velocity. The maximum pipe diameter allowed will depend on an evaluation of the capacity of the City's storm drain system and approval from the City Engineer's Office.
  - Directly connected pumped connections to the City's storm drain system are not allowed. Developments may install a pump to mitigate stormwater runoff per the requirements of this manual; however, stormwater runoff shall be pumped to a manhole or other feature prior to making a gravity connection to the City's system.
  - Lateral connections within the public right-of-way shall be made at right angles.
- Private connections to the City storm drain shall be made by the following (in order of preference):
  - Core-drill or appropriate fitting directly on the main line; or
  - Connecting to an adjacent catch basin/manhole. Connection shall only be made with approval from the City Engineer's Office if it is deemed such connection is in the best interest of the City.

## 6.3.6 Outfalls

### *6.3.6.1 General*

- Use the methods set forth in Chapter 7.1.5 of the HEC-22 Manual, as modified herein.
- Invert elevations of outfalls shall be no lower than the bank-full water surface elevation (2-yr flood) in open channels or streams, where practicable.
- Outfalls downstream of detention facilities shall be designed to prevent backwater into those facilities.
- Outfalls within ditches/drains shall be constructed with fire-proof material.

### *6.3.6.2 Erosion Protection*

- Erosion protection is required at the outlet to prevent erosion of the outfall channel bed and bank.

### *6.3.6.3 Energy Dissipation/Rip-Rap*

- Where flow velocities exceed 10 feet-per-second at the outfall, during the Minor Storm (when the outfall conduit is running at design capacity), energy dissipation, in addition to erosion protection may be required to minimize erosion. Design energy dissipation measures in accordance with FHWA HEC-14, "Hydraulic Design of Energy Dissipaters for Culverts and Channels" (**https://www.fhwa.dot.gov/engineering/hydraulics/pubs/06086/hec14.pdf**).

- Rip-Rap size and classification shall be based upon flow rates to be mitigated. Rip-Rap sizing shall follow MDT's guidelines within their Standard Specifications, Division 700:

**http://www.mdt.mt.gov/other/webdata/external/const/specifications/2014/division_700.pdf**

#### *6.3.6.4 Maintenance Access*

- All stormwater pipe and facilities shall be accessible for operation and maintenance by the City of Billings, Homeowners' Association or private business.

  When vehicle access is necessary, for facilities constructed outside of the street section, access roads shall be provided in dedicated access easements. The minimum clear driving lane width of access roads is 12 feet. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.

  Gates and/or bollards are required when necessary to restrict access to stormwater facilities. Cables and/or chains stretched across access roads are not acceptable.

## 6.4 OPEN CHANNEL CONVEYANCES

### 6.4.1 General

New or altered channels shall be lined with grass, rocks or other erosion resistant materials. Concrete or asphalt shall not be used unless approved by the City Engineer.

Design open channels in accordance with the methods provided in Chapter 5 of HEC-22 except as modified herein. Boulevard swales are considered a category of Open Channel Conveyances and are discussed in more detail in Chapter 7.

### 6.4.2 Clearance

Channels shall be located no closer than ten feet from any structure foundation as measured horizontally from the edge of the swale at the top of freeboard elevation.

### 6.4.3 Erosion Control

Channel segments shall be designed according to the permissible tractive force (shear stress) methodology set forth in Section 5.3 of HEC-22 and Hydraulic Engineering Circular 15 (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**, **http://www.fhwa.dot.gov/engineering/hydraulics/pubs/05114/05114.pdf** , respectively)

Both the bare soil condition immediately following construction and the anticipated vegetated conditions of the channel shall be evaluated. If the channel is determined to be unstable during the Minor Storm for either of these conditions, the appropriate long-term, temporary, and transitional linings shall be installed.

Erosion control structures, such as check drops or check dams, may be required to control flow velocities.

The grass species selected for seeding shall conform to requirements set forth in the Montana Public Works Standard Specifications and the City of Billings Standard Modifications.

### 6.4.4 Freeboard Requirements

A minimum freeboard of one-foot from the water surface during Major Storm event to the top of bank shall be provided for open channel conveyances.

### 6.4.5 Low-Flow Channels

Low flow channels shall be included in the channel cross section to carry sustained low flows and frequent storm events in a confined sub-section of the larger channel. A pipe may also be used to mitigate sustained low flows.

### 6.4.6 Friction Factors (n)

Use Manning's roughness factors (n) set forth in Table 5-1 of HEC-22. The design shall consider the channel roughness both immediately after construction and when vegetation is fully established. Roughness factors, which are representative of unmaintained channel conditions, shall be used for the analysis of water surface profiles. Roughness factors, which are representative of well-maintained channel conditions, shall be used to determine maximum velocity.

### 6.4.7 Side Slopes

Side slopes shall be no steeper than 4H:1V for maintained grass-lined channels, 3H:1V for unmaintained native grass-lined channels and 2H:1V for riprap-lined channels.

### 6.4.8 Maintenance Access

Provide maintenance access for inspection, mowing operations, and debris removal by conventional equipment along the length of the conveyance channel. The type of equipment needing access is dependent on the size of the channel. Large channels will need access for dump trucks and loaders. For small ditches, foot or pick-up truck access may suffice. Channels may need to be offset within the easement to facility maintenance.

### 6.4.9 Operation & Maintenance of Private Open Channels

Open channels require periodic maintenance. The degree of maintenance is dependent on the location, the specific type of facility, and the liner material (grass, rock, etc.).

Maintenance of open channels is required to insure the conveyance capacity of the facility is maintained and that channel erosion does not occur. The condition of open channels should be checked on a periodic basis, especially after large storms or extended periods of high flow or immediately following periods of high intensity winds (erosion may occur during high flows, from scour caused by localized debris blockage or from debris blown into the channel). Debris should be removed to prevent channel plugging, channel scour and loss of channel conveyance. Erosion shall be repaired or stabilized.

Vegetated channels shall be maintained to ensure that vegetation does not limit the conveyance capacity of the facility. If conveyance restrictions are apparent, the vegetation should be trimmed to restore capacity.

Emergent vegetation (spirogyra, elodea, watercress, etc.) in conveyance channels may also become a problem if it is allowed to constrict the conveyance capacity of the facility. Vegetation above the ordinary high water mark shall also be monitored primarily for its ability to retain bank stability without reducing channel capacity at maximum design flows.

## 6.5 CULVERTS

Culverts are used to convey water in irrigation ditches and natural drainage-ways under City Streets and trails. Culverts shall be designed using the methods set forth in the Federal Highway Administration (FHWA) Hydraulic Design Series No. 5 (HDS-5), "Hydraulic Design of Highway Culverts", Publication No. FHWA-NHI-01-020 except as modified herein (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/12026/hif12026.pdf**).

### 6.5.1 Street Overtopping

Culverts shall be sized such that the depth of street overtopping is limited as set forth in Table 6.6.

**Table 6.6 – Allowable Street Overtopping Depths at Culvert Crossings**

| Street Classification | Minor Storm | Major Storm |
|---|---|---|
| Local and Collector | None | Six inches at the street crown. Residential dwellings and public, commercial, and industrial buildings shall not be inundated at the ground line unless flood-proofed. |
| Arterial | None | No overtopping allowed. Provide 1-ft of clearance between the crown of the culvert and the water surface elevation where practicable, for drainage basins greater than one square miles. |

### 6.5.2 Headwater Depth

The headwater (HW) depth shall be limited according to the following ratios to diameter (D):

- For culverts with a cross sectional area less than or equal to 30 square feet: HW/D ≤1.5
- For culverts with a cross sectional area greater than 30 square feet: HW/D ≤ 1.2

Culverts must also be sized without creating significant flow constriction, such that existing channels upstream are not overtopped during the design flow event.

### 6.5.3 Allowable Velocities

Culverts shall be designed to maintain a minimum velocity of 2.5 feet-per-second during the Minor Storm to prevent sediment accumulation and shall be designed with a minimum slope of 0.5 percent, where practicable.

Culverts shall be sized to limit velocities in order to minimize erosion potential during the Major Storm Events. For exit velocities in excess of 10 feet-per-second during the Major Storm, energy dissipation, in addition to erosion protection may be required to minimize erosion. Design energy dissipation measures in accordance with FHWA HEC-14, "Hydraulic Design of Energy Dissipaters for Culverts and Channels" (**https://www.fhwa.dot.gov/engineering/hydraulics/pubs/06086/hec14.pdf**).

### 6.5.4 Materials

Culverts shall be constructed of materials approved by the City as represented by the City of Billings Standard Modifications to the Montana Public Work Standard Specifications (MPWSS) (**https://ci.billings.mt.us/569/Standard-Mods**).

Culvert wall strengths and coatings shall be suitable for the soil conditions, design depths, and trench details. Culvert strength shall be designed assuming HS-20 live load capacity unless unique conditions of the crossing warrant a higher load capacity (i.e., HS-25 or E-80).

When an abrasive bed load is anticipated or when velocities exceed 10 feet per second, protective measures shall be implemented to limit pipe damage. Corrosion, abrasion and other appropriate observations of field conditions shall also be considered in determining appropriate culvert materials and joint types. Corrosion resistance shall be evaluated based on minimum resistivity, pH, sulfate content and chlorine content of the soil and groundwater.

### 6.5.5 End Treatments

Culverts shall be designed with appropriate end treatments at their inlets and outlets such as flared end sections, headwalls, or wingwalls to provide smooth transitions to/from the drainage channel or ditch and to conform to embankment slopes. In addition to the pipes, end treatments installed within ditches/drains shall be fire-proof. Erosion protection or energy dissipaters shall be provided as necessary to limit erosion due to turbulent flow and high velocities. Depending on the culvert location, a safety grate or trash rack may need to be installed.

### 6.5.6 Maintenance Access

Provide maintenance access to the upstream and downstream ends of culverts for inspection and debris removal.

## 6.6 BRIDGES

Hydraulic sizing for bridges across major drainages shall conform to the requirements of the Montana Department of Transportation (MDT).

# Chapter 7 - Runoff Control Facilities

## 7.1 APPLICATION

This chapter provides criteria for design of runoff control facilities including detention basins, retention/infiltration basins, and boulevard swales. These facilities are used to control the quantity of runoff discharged from the project site by storing runoff and slowly releasing water through an outlet structure by evaporation and infiltration or conveyance measures. These runoff control facilities may also be used in conjunction with water quality treatment facilities discussed in Chapter 8. Storage requirements related to runoff control vary with the project classification as discussed in Chapter 2.

## 7.2 DETENTION BASINS

Detention basins can be designed as a standalone facility, also known as a dry basin, where runoff is routed over time until the basin completely drains out. They can also be designed to "stack" on top of water quality facilities such as retention/infiltration basins or wet basins where temporarily stored runoff will drain down to the original wet basin water surface elevation or to the top of the retention/infiltration basin designed to store the water quality volume (WQV). Further details of these water quality facilities are provided in Chapter 8.

Design of detention basins shall follow the procedures presented in Chapter 8 of the HEC-22 Manual, as modified herein (**http://www.fhwa.dot.gov/engineering/hydraulics/pubs/10009/10009.pdf**).

### 7.2.1 Groundwater

Anticipated groundwater levels must be addressed in the design to ensure that sufficient capacity will be available in the basin, above the historic, seasonally-high water table, for storage of stormwater runoff. For standalone detention basins, the historic, seasonally-high water table level shall be a minimum of three feet below the bottom of basin to avoid saturated conditions which interfere with proper maintenance of the facility.

Further details on required groundwater evaluations and suggested sources of information are provided in Appendix D.

### 7.2.2 Basin Geometry

- Maximum water depth at any time shall not exceed 6 feet for detention basins. The maximum water depth can exceed 6 feet only in those cases where a detention basin is "stacked" on top of a water quality wet basins or wetland. Freeboard above the design storm in the amount of 1 foot is required when designing detention ponds.

- Side slopes shall be no steeper than 4H:1V for maintained grass-lined sections, 3H:1V for unmaintained native grass-lined sections and 2H:1V for riprap-lined sections.

- The slope of the pond bottom shall be no less than 2% to promote drainage across grassed surfaces.

- ❖ The maximum water surface elevation during the Major Storm shall be no less than one foot below the adjacent ground, window well, finished floor, top of foundation or any other entry point vulnerable to flooding for residential dwellings and public, commercial, and industrial buildings.

- ❖ Safety benches should be considered with larger detention basins to provide a shallow area for people and animals that inadvertently enter the open water, to exit the basin.

### 7.2.3 Maximum Drain-Down Time

Detention basins are used to limit discharge from the site to an allowable runoff rate as discussed in Chapter 2. The water surface in the facility shall return to the pre-storm level within 72-hours after cessation of the major storm.

### 7.2.4 Low-Flow Channels

Dry detention basins shall be constructed with low-flow channels that have a capacity of 1 to 3 percent of the Minor Storm inflow rate and with a minimum longitudinal slope of 0.5 percent. The bottom of the basins shall be sloped at a 2 percent minimum grade towards the low-flow channel to facilitate drainage. A piped configuration may be used in lieu of a dedicated above-ground low-flow channel.

### 7.2.5 Multi-Purpose Use

Detention facilities designed for multi-purpose use (sport courts, neighborhood parks, play areas, picnic areas, etc.) are allowed. Multi-use amenities shall be anchored to prevent floatation.

Runoff from more frequent storms shall be stored separately from the multiple use areas. These separate storage areas should, at a minimum, be sized to store the water quality storm volume.

The developer shall make arrangement for maintenance of such amenities unless such responsibility is accepted by the City of Billings.

### 7.2.6 Set Backs

- ❖ Detention basins shall be located:
  - ➢ Such that the facility does not interfere with underground utilities, utility easements, floodplains, etc.; and,
  - ➢ Such that adequate access, maintenance and operations needs (including construction considerations with full replacement) are met and adjacent facilities are protected. The geotechnical and hydrogeological report, detailed in Appendix D, shall identify subsurface impacts to surrounding soils, groundwater, and adjacent facilities or structures. Guidelines in Appendix D will affect the setback for detention basins.
  - ➢ Designer shall check ARM 17.36.323 and DEQ Circular 8 for additional setback standards.

### 7.2.7 Water Quality Treatment

Stormwater runoff from the water quality event shall be routed through a sediment trap, sediment forebay, or other appropriate water quality BMP, detailed in Chapter 8, prior to discharging to the

detention basin in order to facilitate removal of transported sediments and debris. If other potential pollutants such as oils, grease, or fuel (gasoline and diesel) could be present in the site runoff, it may also be necessary to provide added measures to remove these contaminants.

The facility shall be protected from high sediment loads during construction and until site vegetation has established.

### 7.2.8 Outlet Control Structures

Outlet control structures shall be designed using the criteria and methods set forth in Chapter 8 of the HEC-22 Manual, as modified herein.

- Minimum orifice diameter without screening is six inches. Screening shall be provided to prevent blockage for orifices of smaller diameter.

- Where safety or debris is an issue, install removable trash and safety racks at outlet orifices, pipes, and weirs.

- Design the outlet structure to minimize the potential for clogging. Consider using perforated pipes with gravels as a filter to prevent clogging, where appropriate.

- The minimum diameter for outlet conduits shall be 12 inches. Anti-seep collars shall be placed on outlet conduits through embankments.

### 7.2.9 Emergency Overflow & Spillways

Use the criteria set forth in Chapter 8.4.4.4 of the HEC-22 Manual as modified herein. All detention storage facilities shall include a provision for non-erosive control of overflows. Overflows from the Major Storm event shall be directed to a safe discharge path to protect adjacent and downstream properties from damage.

Discharge leaving the site shall be at the same location and have the same characteristics as pre-developed flows. Offsite easements may be required per Table 2.3.

### 7.2.10 Vegetation & Landscaping

Detention basins shall be landscaped to provide for slope stability, erosion control, and low maintenance. Landscape materials shall be compatible with use in a stormwater detention facility and associated water quality treatment facility. Utilize plant species native to the Billings area to the maximum extent practicable. In general, basins shall be irrigated and either seeded or installed with sod to provide an amenity to the community.

Floatable or erodible material (i.e., wood chips, straw mulch, etc.) shall not be allowed within the basin. The interiors of the basin shall be stabilized with gravel, rock, and vegetation.

Vegetation on basin embankments shall be limited to shallow rooted varieties. Points of inflow to the basin shall be armored to prevent erosion.

### 7.2.11 Maintenance and Maintenance Access

- Maintenance shall be performed by the HOA or commercial site owner, unless this responsibility is accepted by the City. Further details are provided in Appendices E and F.

- Maintenance will be required to remove invasive plants and debris accumulated at inlet and outlet structures.

- Stormwater detention basin outlet control structures shall be accessible for maintenance and operation. When vehicle access is necessary, access roads shall be provided in dedicated access easements or right-of-way of at least 20 feet wide. The minimum clear driving width of access roads shall be 12 feet and the minimum turn-around radius shall be 25 feet or hammerhead. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.
  - Gates and/or bollards are required when necessary to restrict access to stormwater facilities. Cables and/or chains stretched across access roads are not acceptable.

## 7.3 RETENTION/INFILTRATION BASINS

Retention basins and infiltration basins are very similar in function and consist of a basin with the only means of emptying being through evapotranspiration and infiltration. Retention and Infiltration basins are used to control runoff, but are also used to provide water quality treatment by filtration into the soil. This section discusses the design criteria for retention/infiltration basins for both runoff control and water quality treatment of the water quality volume (WQV). Further details of the water quality design are discussed in Chapter 8. A subsurface infiltration facility (boulder pit) example is found within Appendix G.

Retention/infiltration basins can either be constructed as open systems or subsurface systems. Open systems typically includes excavation of a basin designed to slowly infiltrate the collected runoff into the underlying soil. Subsurface retention/infiltration basins take the form of boulder pits, vault systems, and injection wells which are typically used on sites with limited available space.

### 7.3.1 Geotechnical/Hydrogeological Evaluation

A geotechnical/hydrogeological evaluation conducted in accordance with Appendix D is required to support the design of retention/infiltration basins for both runoff control and water quality treatment purposes. The evaluation shall be conducted at and below the bottom elevation to minimum depths specified at the location of the proposed basin to characterize native soils, groundwater conditions, and adjacent facilities and structures. The assessment shall demonstrate the feasibility of infiltration and to assess potential risk of stormwater infiltration. Infiltrated stormwater must not adversely affect groundwater levels or flow at property boundaries. The level of data required will be dependent on the amount of stormwater to be managed, the type of infiltration system proposed, and the surface and subsurface soil conditions at the site. The assessment will be conducted by a professional with experience collecting and analyzing hydrogeological data.

- The Developer shall demonstrate through: 1) infiltration testing; 2) soil logs; and 3) a written opinion of a licensed civil/geotechnical engineer or qualified hydrogeologic professional that

sufficiently permeable soils exist on the site for an infiltration system meeting the requirements herein to function properly with the site-specific conditions. The preferred methods for determining infiltration rates are presented in Appendix H.

- The infiltration rate shall be measured at a depth equal to the proposed bottom grade of the facility. A factor of safety of 2.0 shall be applied to the measured infiltration rate in arriving at the design infiltration rate. Follow procedures in Appendix H for determining infiltration rates.

- Geotechnical/Hydrogeological report shall identify the appropriate proximity of infiltration system in relation to adjacent facilities and structures. Developer shall collect sufficient data to identify hydrogeological conditions that have the potential to allow shallow lateral movement of infiltrated water; (i.e., high permeability soil layer, underlain by a low permeability soil layer). The report will contain sufficient data and detail to demonstrate that proposed infiltration systems will not impact any facilities and that any impacts will be limited to the subject property. Where hydrogeological conditions exist that indicate potential impacts to facilities or structures by infiltrated stormwater, infiltration systems may not be considered as appropriate for stormwater management.

**Refer to Appendix D and H for additional requirements.**

### 7.3.2 Limitations

- Retention/Infiltration basins may not be approved for use where hydrogeological conditions exist that indicate the potential for infiltrated stormwater to impact on- or off-site facilities or structures and where potential impacts will not be confined to the property.

- Not appropriate for use with tight clays or other soils with low infiltration rates or in areas with a shallow water table.

### 7.3.3 Groundwater

The depth to the historic, seasonally-high water table, bedrock, hardpan or other impermeable layer shall be no less than three feet below the bottom of basin to allow for infiltration of the runoff. Where impermeable soils are near the bottom of the retention/infiltration basin, it may be possible to use of a permitted Class V injection well to augment infiltration (See Section 7.3.8).

In some instances it may be appropriate to "key" the bottom of the sub-surface infiltration system into a sand or gravel lens, which may coincide with groundwater, to achieve manageable infiltration rates. In situations such as this, the runoff generated by the water quality storm shall be mitigated in a separate system where direct interaction with groundwater is avoided. See Appendix G for reference.

Further details of required groundwater evaluations are provided in Appendix D.

### 7.3.4 Basin Geometry

- Maximum water depth at any time shall not exceed 6 feet for an open retention/infiltration basin. Safety benches should be considered with larger retention/infiltration basins to provide a shallow area for people and animals that inadvertently enter the open water, to exit the basin.

- Open retention/infiltration basin side slopes shall be 4H:1V or flatter for maintained grass-lined sections, 3H:1V for unmaintained native grass-lined sections and 2H:1V for riprap-lined sections.

- Embankment fill slopes shall be no steeper than 3H:1V and preferably 4H:1V or flatter.

- Subsurface retention/infiltration basins shall be sized based upon the porosity of the fill material within the facility and not on the void ratio of the fill material.

- The maximum water surface elevation during the Major Storm shall be no less than one foot below the adjacent ground, window well, finished floor, top of foundation or any other entry point vulnerable to flooding for residential dwellings and public, commercial, and industrial buildings.

### 7.3.5 Maximum Drain-Down Time

- Retention/Infiltration basins are used to treat and control runoff from the site to meet criteria discussed in Chapter 2. The basin shall completely drain the captured runoff from the Major storm within 72-hours after cessation of the storm.

- If the retention/infiltration basin is used in combination with a detention basin to control the quantity of runoff, the total draw-down time for the facility shall not exceed 72-hours.

### 7.3.6 Multi-Purpose Use

Retention/infiltration facilities designed for multi-purpose use (sport courts, neighborhood parks, play areas, picnic areas, etc.) may be allowed where the hydrogeological conditions are appropriate. Multi-use amenities shall be anchored to prevent floatation.

Runoff from more frequent storms shall be stored separately from the multiple use areas. At a minimum, use the water quality storm to size these separate storage areas.

The developer shall make arrangement for maintenance of such amenities unless such responsibility is accepted by the City of Billings.

### 7.3.7 Set Backs

- Retention/Infiltration basins shall be located:

  - Such that the facility does not interfere with underground utilities, utility easements, floodplains, etc. ; and,

  - Such that adequate access, maintenance and operations needs (including construction considerations with full replacement) are met and adjacent facilities are protected. The geotechnical and hydrogeological report, detailed in Appendix D, shall identify subsurface impacts to surrounding soils, groundwater, and adjacent facilities or structures. Guidelines in Appendix D will affect the setback for detention basins.

- Designer shall check ARM 17.36.323 and DEQ Circular 8 for additional setback standards.

### 7.3.8 Injection Wells

- Stormwater injection wells (as classified by EPA) may be considered for use in conjunction with retention/infiltration systems to improve the overall infiltration rate. These wells can be used where shallow low permeability soils overly more permeable soils and prevent direct infiltration of stormwater into the underlying soils which are capable of accepting the volume and rate of stormwater infiltration necessary to meet the requirements of this manual. An example of a stormwater injection well is provided in Appendix G.

- Depending on design of the subsurface retention/ infiltration system, the system may be classified as a Class V EPA injection well. A Class V well by definition is any bored, drilled, or driven shaft, or dug hole that is deeper than its widest surface dimension, or an improved sinkhole, or a subsurface fluid distribution system (an infiltration system with piping to enhance infiltration capabilities). Developer is responsible to determine if proposed sub-surface retention/infiltration systems are covered under the EPA Underground Injection Control Program as a Class V well. Developer shall obtain and submit appropriate permit as necessary prior to approval from the City.

### 7.3.9 Water Quality Treatment

Stormwater runoff from the water quality event shall be routed through a sediment trap, sediment forebay, or other appropriate water quality BMP, listed in Chapter 8, prior to discharging to the retention/infiltration basin in order to facilitate removal of transported sediments and debris. If other potential pollutants such as oils, grease, or fuel (gasoline and diesel) could be present in the site runoff, it may also be necessary to provide added measures to remove these contaminants. More information on these BMPs is discussed in Chapter 8 and/or Appendix A of this manual.

- Retention/Infiltration basins shall have sufficient capacity to store at least the entire WQV (see Chapter 8).

- Retention/Infiltration basin shall be designed to fully drain within 72-hours.

- If the retention/infiltration basin is used in combination with a detention basin to control the quantity of runoff, the total draw-down time for the facility shall not exceed 72-hours.

- The Retention/Infiltration basin shall be protected from high sediment loads during construction and until site vegetation is established.

### 7.3.10 Maintenance & Maintenance Access

- Maintenance shall be performed by the HOA or commercial site owner, unless this responsibility is accepted by the City. Further details are provided in Appendices E and F.

- Infiltration facilities shall be accessible for operation and maintenance. When vehicle access is necessary, for facilities constructed outside of the street section, access roads shall be

provided in dedicated access easements of 20-foot minimum width. The minimum clear driving width of access roads shall be 12 feet and the minimum turn-around radius shall be 25 feet or hammerhead. Access roads shall have a maximum grade of nine percent and shall be constructed with gravel, pavement, concrete or an appropriate all-season surface.

- Approval of retention/infiltration systems shall obligate the owner to repair, replace, or reconstruct the system if it fails to operate as designed. The maintenance and operation schedule for retention/infiltration systems shall include such a provision. As described in Section 1.2, Developer may be required to mitigate system deficiencies beyond the required warranty period, if the deficiencies were found to be the result of improper design, construction, or maintenance. Additionally, if the system fails to function, during Minor and Major storm events, as described in the analysis required in Section 3.1.2.3, Developer may be required to mitigate deficiencies beyond the warranty period.

- Failure to maintain retention/infiltration systems will be subject to the terms set forth in the agreement for the subdivision or commercial site.

## 7.4 Boulevard swales

Boulevard swales are primarily used in subdivisions without conventional curb/gutter street sections. Boulevard swales are designed to control runoff by either collecting runoff from the street and adjacent areas, storing the runoff, and then infiltrating into the native soil or conveying runoff to a detention/retention or other approved facility. Boulevard swales typically have contributing drainage areas typically less than 1 acre. Boulevard swales shall be designed to accommodate the worst-case runoff scenario which is typically immediately following initial construction of the development, prior to build-out. Boulevard swales should not be confused with water quality swales discussed in Chapter 8, which are used for water quality treatment designed around a water quality flow (WQF).

### 7.4.1 Locations

- Boulevard swales are commonly placed along roadways or property lines in a manner that integrates the swale with adjacent infrastructure, landscaping and water quality features.

- Boulevard swales shall be located within the right-of-way or dedicated storm drainage easement.

### 7.4.2 Geotechnical/Hydrogeological Evaluation

Geotechnical/Hydrogeological investigations for boulevard swales shall follow the same criteria as retention/infiltration basins described in section 7.3.1. The geotechnical/hydrogeological investigation shall be conducted at and below the bottom elevation and location of the proposed swale. See Appendix D and H for additional requirements.

### 7.4.3 Groundwater

The historic, seasonally-high water table level shall be a minimum of three feet below the bottom of boulevard swale to prevent saturation which hampers proper maintenance of the facility.

Further details required for groundwater evaluations can be found in Appendix D.

### 7.4.4 Basin Geometry

- The boulevard swale shall use a trapezoidal cross section with side slopes no steeper than 4H:1V for maintained grass-lined sections, 3H:1V for unmaintained native grass-lined sections and 2H:1V for riprap-lined sections.

- The minimum bottom width shall be 1-ft.

- The swale must be designed to control runoff in accordance with the requirements presented in Chapter 2.

- The maximum water surface elevation during the Major Storm shall be no less than one foot below the adjacent ground, window well, finished floor, top of foundation or any other entry point vulnerable to flooding for residential dwellings and public, commercial, and industrial buildings.

### 7.4.5 Maximum Drain-Down Time

- Boulevard swales used for retention shall be designed to fully drain within 72-hours after cessation of the Major storm.

### 7.4.6 Culverts

- Culverts installed in boulevard swales shall be designed in accordance with the requirements of Section 6.5 of this manual and the City of Billings' standard drawing for drive approaches.

### 7.4.7 Landscaping and Vegetation

- The boulevard swales shall be either planted with vegetation sufficient to provide full ground coverage or shall be landscaped with rock.

- Vegetation shall be comprised of drought-tolerant grasses or shall be supplemented with a sprinkler system.

### 7.4.8 Maintenance & Maintenance Access

- Boulevard swales shall be protected from high sediment loads during construction and until vegetation is established in the swale and on adjacent areas contributing runoff. This may require periodic cleaning of the boulevard swale until vegetation is fully established.

- Maintenance for swales and associated culverts shall be addressed in the HOA or by the adjacent property owner and shall follow the requirements set forth in the SIA and Appendix E and F. Maintenance requirements shall address vegetation heights, mowing, watering, fertilizing and frequency for sediment removal and erosion repairs.

- If access from the adjacent public right-of-way is not available, an access easement to the swale shall be provided to facilitate inspection, monitoring, and maintenance. Appropriate access shall be considered when accounting for maintenance of culverts within the swale.

- Failure to maintain boulevard swales will be subject to the terms set forth in the agreement for the subdivision.

# Chapter 8 - Permanent Water Quality Treatment

## 8.1 APPLICATION

The City of Billings has an active General Permit for Storm Water Discharges with Small MS4's on record with the Montana Department of Environmental Quality. This chapter presents the requirements for the implementation and use of post-construction Best Management Practices to ensure compliance with the City's General Permit requirements. Compliance with this section does not require water quality monitoring, or quantitative estimates of pollutant load removal. However, the use of a performance-based approach whereby the principles and objectives of stormwater pollutant control are addressed and applied is required.

## 8.2 WATER QUALITY VOLUME

The Water Quality Volume (WQV) is the amount of stormwater runoff from a rainfall event that should be captured and treated to remove the majority of stormwater pollutants on an average annual basis. The WQV is based on the first half inch of rainfall per the City's current General Permit with DEQ. Pollutants typically come from the impervious area and therefore the unified stormwater equation will be used to calculate the water quality volume (WQV):

$$\boldsymbol{WQV = \frac{(P)(Rv)(A)}{12}}$$

Where:

WQV = Water Quality Volume, in acre-feet
P = Water Quality Rainfall Depth, inches (0.5-inches)
Rv = the unitless runoff coefficient, Rv = 0.05 + 0.9(I)
I = the percent impervious cover draining to the facility, in decimal
A = total site area draining to the structure, in acres

## 8.3 WATER QUALITY FLOW

The Water Quality Flow (WQF) is used to determine a flow rate associated with the WQV, for sizing flow-based treatment systems (e.g. Treatment Swales, Flow-Through Devices, etc…). The WQF is calculated using the WQV and the Natural Resource Conservation Service (NRCS) runoff method as discussed in Chapter 5. The WQF is calculated using the following equation:

$$\boldsymbol{WQF = \frac{12(q_u)(WQV)}{640}}$$

Where:

WQF = Water Quality Flow Rate, in cfs
$q_u$ = unit peak discharge, in cfs/mi$^2$/inch (see Table 8.3)
WQV = water quality volume, in acre-feet

| Table 8.3 – NRCS Unit Peak Discharge | |
|---|---|
| Time of Concentration (minutes)* | $q_u$ (cfs/mi$^2$/inch) |
| 6 | 1010 |
| 12 | 800 |
| 18 | 676 |
| 24 | 592 |
| 30 | 529 |
| 45 | 424 |
| 60 | 357 |

*Either round down to the nearest time of concentration or interpolate for intermediate times of concentration.

## 8.4 SELECTION OF PERMANENT WATER QUALITY BMPS

In coordination with the Montana Department of Environmental Quality and Montana's other MS4 Municipalities, the *Montana Post-Construction Storm Water BMP Design Guidance Manual (September, 2017)* was created as a means for the development community to design and construct stormwater features that ensures development meets the water quality requirements of the General Permit.

The BMP's listed in Chapter 5 of the *Guidance Manual* were developed to specifically meet the requirements of the General Permit. It is the City's understanding that if a developer constructs post-construction stormwater features per the methodology in the *Guidance Manual,* the development's site will be compliant with the General Permit. If a stormwater feature is not constructed per the *Guidance Manual*, it is the developer's sole responsibility to ensure their site specific post-construction BMP meets the requirements of the General Permit.

The *Montana Post-Construction Storm Water BMP Design Guidance Manual (September, 2017)* can be viewed on the City's website (**https://ci.billings.mt.us/567/Stormwater-Management**).

# Chapter 9 - Erosion and Sediment Control

## 9.1 APPLICATION

This section provides criteria for selection, design, installation, and maintenance of temporary sediment and erosion control Best Management Practices (BMPs) to reduce impacts from construction activities to surface waters, public rights-of way and adjacent properties.

## 9.2 SWPPP AND NOI REQUIRED SUBMITTALS

In accordance with City Ordinance 28-100, if a project meets the criteria below, a SWPPP (Stormwater Pollution Prevention Plan) and NOI (Notice of Intent) shall be submitted to both the City of Billings and Montana Department of Environmental Quality (MTDEQ) for acceptance. The SWPPP and NOI shall be submitted to the City prior to any grading on the site and prior to submittal to MTDEQ. The SWPPP and NOI submittal to MTDEQ shall be the same as prepared for the City of Billings.

The MTDEQ, in accordance with federal regulations, requires submittal of a SWPPP and NOI in compliance with the General Permit for public and private projects that:

- Disturb one (1) acre or more of land; or
- Are part of a larger master plan development or subdivision that will ultimately disturb one (1) acre or more of land (including Subdivisions and Master Plan reviews, as required by the Billings Municipal City Code (BMCC))
- Section 28-401(a), BMCC requires a SWPPP and NOI be submitted for any construction activity on properties within 50 feet of any water course. This includes irrigation and drainage ditches identified as state waters.

Forms for the SWPPP and NOI can be found on MTDEQ's website (**http://deq.mt.gov/Water/WPB/mpdes/stormwaterconstruction**). The General Permit requires the SWPPP and NOI permit holder to:

- Be identified within the NOI and match the Owner of the SWPPP. A Certified SWPPP Administrator is required for all construction projects requiring an NOI and SWPPP and shall be identified within the NOI and SWPPP.
- Maintain and update the SWPPP to reflect changes on the construction site.
- Specify the inspection frequency. Inspections of storm water and erosion controls shall be every 7 days or every 14 days and following each storm event of 0.25" or more.
- Maintain inspection records and provide the records upon request by the City and/or MTDEQ.
- Maintain and modify temporary BMPs to reflect current conditions of the job site and update site plans and SWPPP language during inspections.
- Achieve stabilization and remove all temporary BMPs once 70% of the disturbed area is revegetated.
- File a Notice of Termination (NOT) upon stabilization of the site.

## 9.3 CONSTRUCTION LESS THAN ONE-ACRE

Construction activity disturbing areas less than one acre shall be required to implement BMPs and good housekeeping practices to minimize impacts including, but not limited to, erosion and sediment transport into public right-of-way or onto adjoining property. Homebuilders/contractors are responsible for managing BMPs on individual lots within a subdivision and/or master plan area and are required to follow the requirements in the NOI and SWPPP for the property.

## 9.4 BEST MANGAGEMENT PRACTICES (BMP)

Temporary erosion and sediment control best management practices (BMPs) for construction sites in the City of Billings may be selected, designed, and installed using the methodology discussed in the most current edition of the Montana Department of Transportation Erosion and Sediment Control Best Management Practices Manual. This manual provides guidelines for applications, limitations, effectiveness, materials, design & installation, inspection & maintenance, and removal of temporary BMPs. These manuals are available on MDT's website (**https://www.mdt.mt.gov/publications/docs/manuals/env/bmp-manual-jan15.PDF**).

In addition, the Montana Department of Environmental Quality developed the *Storm Water Management During Construction Field Guide for Best Management Practices* reference document which may help in developing a BMP plan. Please contact their office for a copy of this document.

## 9.5 CONSTRUCTION ADJACENT TO WATERWAYS

In addition to a SWPPP and NOI application, if construction activities are planned on or near a waterway in Montana, one or several permits may be required. For the purpose of this manual, a waterway is defined as a ditch, drain, creek, stream, river or wetland. Conservation districts, along with participating resource agencies, developed a joint application form that includes the requirements of the following agencies and their required permits:

1. Conservation Districts (local government) - 310 permits
2. MT Fish, Wildlife and Parks (state government) - SP 124 permits
3. Floodplain Administrators (Building Department) - floodplain permits
4. US Army Corps of Engineers (federal government) - Section 404/Section 10 permits
5. MT Department of Environmental Quality (state government) - 318 (turbidity) Authorizations
6. MT Department of Natural Resource and Conservation (state government) - Navigable river land use licenses and easements.

The joint application can be found on DNRC's website (**http://dnrc.mt.gov/licenses-and-permits/stream-permitting**).

# Chapter 10 - Bibliography

City of Billings, Public Works Department (2011/2015) Stormwater Management Manual), Billings, Montana.

City of Gillette, Department of Engineering (2011) Storm Drainage Design Manual, Gillette, Wyoming.

City of Kalispell, Public Works Department (2009) Standards for Design and Construction, Kalispell, Montana.

City of Sheridan, Public Works Department (2006) Storm Drainage Design Criteria, Sheridan, Wyoming.

City of Poulsbo, Public Works Department (2008) Construction Standards and Specifications, Poulsbo, WA

Montana Department of Transportation (January, 2015), Erosion and Sediment Control Best Management Practices Manual. Helena, Montana

Montana's MS4 Municipalities (September, 2017) Montana Post-Construction Storm Water BMP Design Guidance Manual, Missoula, Montana.

Environmental Quality April, 2014 Storm Water Management During Construction Field Guide For Best Management Practices. Helena, Montana.

Prince George's County, Maryland, Department of Environmental Resource Programs and Planning Divisions, (June 1999), Low-Impact Development – An Integrated Design Approach

Urban Water Resources Research Council of the American Society of Civil Engineers and the Water Environment Federation (1992) ASCE Manuals and Reports of Engineering Practice No. 77, WEF Manual of Practice FD-20, Design and Construction of Urban Stormwater Management Systems, Library of Congress Catalog No.: 92-36519.

U.S. Department of Transportation, Federal Highway Administration (2006) Hydraulic Engineering Circular No. 14, Hydraulic Design of Energy Dissipaters for Culverts and Channels Publication No. FHWA-NHI-06-086.

U.S. Department of Transportation, Federal Highway Administration (2009) Hydraulic Engineering Circular No. 22, Second Edition, Urban Drainage Design Manual Third Edition, Publication No. FHWA-NHI-10-009, National Highway Institute.

U.S. Department of Transportation, Federal Highway Administration (2012) Hydraulic Design Series Number 5, Hydraulic Design of Highway Culverts Third Edition, Publication No. FHWA-HIF-12-026

Water Environment Federations & American Society of Civil Engineers/Environmental & Water Resource Institute (2012) WEF Manual of Practice No. 23 & ASCE Manuals and Reports of Engineering Practice No. 87, Design of Urban Stormwater Controls

Stormwaterassociation.com, March, 2015.

The Ohio State University. Stormwater Management Program Post Construction BMP Operation and Maintenance Guidance Manual. December 1, 2009.

Georgia Stormwater Management Manual –Volume 1 Stormwater Policy Guidebook. First Edition. August, 2001

# Appendix A
# Additional Requirements for Commercial Site Developments

Per Section 2.1.4, some commercial sites require additional stormwater runoff treatment. The table and text below identifies such facilities and the pollutant removal criteria.

| Oil Treatment<br>Required if: | Nutrient Treatment<br>Required if: | Metals Treatment<br>Required if: |
|---|---|---|
| 1. Fueling Stations and similar type facilities | 1. Nurseries | 1. Fueling Stations and similar type facilities |
| 2. Commercial or industrial properties storing or transferring 1,500 gallons or more of petroleum chemicals | 2. Lawn care/ fertilizer facilities | 2. Properties zoned control heavy industrial |
| 3. Properties zoned control heavy industrial | 3. Agricultural facilities | 3. Vehicle maintenance/ equipment repair facilities |
| 4. Vehicle maintenance/ equipment repair facilities | 4. Animal Care facilities | 4. Hydraulic equipment storage areas |
| 5. Hydraulic equipment storage areas | 5. City determined necessary | 5. City determined necessary |
| 6. City determined necessary | | |

**Oil Treatment***

Oil treatment is required for all high use and high traffic areas regardless of the impervious area. Oil treatment facilities need only be located to treat stormwater which may contain oil and grease. Oil treatment facilities are not required to treat runoff from clean roofs, landscaped areas, or other areas which are separated from or not subject to surfaces which may contain oil or grease. Some high traffic areas may generate sufficient quantities of oil to threaten water quality, but the quantities may be insufficient for many oil control BMPs to be effective; therefore these properties may employ different BMPs than are recommended for high-use areas.

The oil control facilities are intended to achieve the goals of no ongoing or recurring visible sheen, and to have a Total Petroleum Hydrocarbon (TPH) concentration no greater than 10 mg/l.

**Nutrient Treatment***

Nutrient, typically nitrogen and phosphorus, treatment is required at all nurseries, lawn care/fertilizer, agriculture, and animal care facilities over 1 acre in size. Nutrient treatment BMP facilities shall be sized to treat all stormwater discharging to the BMP. Nutrient treatment is not required for runoff which does not come in contact with chemical storage and application areas or areas inaccessible to animals. Treatment should achieve 50% reduction of total phosphorus and 35% reduction of total nitrogen, depending on influent concentrations and design.

**Metals Treatment***

Metals are typically in the form of particles, and are generally removed with basic treatment requirements which remove total suspended solids. Therefore, properties requiring metals treatment should already be treated through TSS treatment. In the event that dissolved metals are reaching water bodies through stormwater runoff, additional control measures, such as filters may be required at such facilities. Metals removal should be from 20 to 85% depending on design, metal state (i.e., dissolved), influent concentration, etc.

*It is the responsibility of the developer to ensure site complies with DEQ, EPA or other agencies which may have regulations not specified in this manual.

# Appendix B
# Preliminary Drainage Report

The purpose of the preliminary drainage report is to describe and illustrate the preliminary solutions to the drainage problems which may occur on-site and off-site as a result of the development or any phase of the development. The drainage report shall be submitted during the subdivision process with the application for Preliminary Plat.

Preliminary drainage reports shall provide an appropriate level of detail to address drainage issues and present the overall plan for the property. The report shall be based on the following outline and include appropriate background information, supporting data, calculations and plan drawing(s).

**TITLE PAGE**

1. Type of Report (Concept)
2. Project Name
3. Prepared for/by
4. Date
5. P.E. Seal and Signature

**INTRODUCTION**

1. Location
    a. City, County, State Highway and local streets within and adjacent to the site, or the area to be served by the drainage improvements.
    b. Names of surrounding developments, properties or landmarks.
2. Description of Property
    a. Area in acres
    b. Ground cover (type of ground cover and vegetation)
    c. Existing land uses and known and foreseeable future land uses
    d. Topographic features, steepness of slopes
    e. Major drainage ways and receiving channels
    f. Existing drainage facilities
    g. Flood Hazard Zones
    h. Geologic Features (if applicable)
    i. Previous drainage studies for the property (if any)
3. Proposed Project Description
    a. Land uses
    b. Changes to existing facilities
    c. Changes to floodplains
    d. Proposed system improvements
4. Drainage Criteria
    a. Minor and Major Storm Analysis
    b. Geotechnical/Hydrogeological Analysis
    c. Hydrologic Methods
        i. Rainfall
        ii. Design Storms
        iii. Runoff methods and computer models
    d. Hydraulic Methods
        i. Design standards
        ii. Hydraulic models

iii. Detention Pond sizing

e. State or Federal Regulations (if applicable).

**HISTORIC DRAINAGE SYSTEM**

1. Major Basin Description
    a. Reference to major drainage way planning studies such as flood hazard delineation report, major drainage way planning reports, and flood insurance rate maps.
    b. Major basin drainage characteristics and structures, existing and planned land uses within the basin.
    c. Summary of off-site and on-site basin characteristics and runoff rates.

**PROPOSED DRAINAGE SYSTEM**

1. Design Concepts
    a. Discussion of concept and typical drainage patterns.
    b. Discussion of compliance with off-site runoff considerations.
    c. Discussion of proposed drainage patterns and improvements including streets, storm sewer, culverts, open channels and detention storage.
    d. Discussion of the content of tables, charts, figures, plates, or drawings presented in the report.
    e. Discussion of geotechnical and hydrogeological impacts of development.

**SUMMARY**

1. Relation to off-site drainage features.
2. Summary of proposed improvements.
    a. Storm sewer
    b. Culverts
    c. Open channels
    d. Detention Storage
    e. On-site and off-site impact and mitigation measures
3. Floodplain impacts.
4. State or Federal regulations.
5. Compliance with applicable regulations and standards.

**REFERENCES**

Reference all criteria, master plans, and technical information used in support of concepts and calculations.

**APPENDICES** Background Data

1. Floodplain maps
2. Applicable reports or report excerpts.
3. Key correspondence with adjacent property owners or utilities.

## PRELIMINARY REPORT DRAWING CONTENTS

All drawings shall be submitted as back-up materials with the Preliminary Plat. A map shall be provided in sufficient detail to identify drainage flows entering and leaving the development and general drainage patterns. The map shall identify any major facilities from the property (i.e., development, existing detention facilities, culverts, storm sewers) along the flow path to the nearest major drainage way.

Floodplain Information: The location of the subject property shall be included with the report. All major drainage ways shall have the floodplain defined and shown on the report drawings.

Drainage Plan shall show the following:

1. Existing topographic contours at two (2) feet maximum intervals. The contours shall extend a minimum of one-hundred (100) feet beyond the property lines.
2. All existing drainage facilities.
3. Approximate flooding limits based on available information.
4. Conceptual major drainage facilities including detention basins, storm sewers, swales, riprap, and outlet structures in the detail consistent with the proposed development plan.
5. Major drainage boundaries and sub-basin boundaries.
6. Any off-site features influencing development.
7. Proposed flow directions and, if available, proposed contours.

# Appendix C
# Final Drainage Report

The purpose of the Final Drainage Report is to present the final design details for the drainage facilities discussed in the Preliminary Drainage Plan. Any changes to the preliminary concept must be presented and fully explained.

Drainage plan shall provide an appropriate level of detail to address the drainage issues and present sizing and locations for all proposed improvements. The report shall be based on the following outline and include appropriate background information and supporting data and calculations and plan drawing(s).

**TITLE PAGE**

1. Type of Report (Final)
2. Project Name
3. Prepared for/by
4. Date

**CERTIFICATION PAGE** (found in Appendix G)

1. Project Name
2. P.E., P.G., P.H. Seal and Signature

**INTRODUCTION**

1. Location
    a. City, County, State Highway and local streets within and adjacent to the site, or the area to be served by the drainage improvements.
    b. Names of surrounding developments, properties or landmarks.
2. Description of Property
    a. Area in acres
    b. Ground cover (type of ground cover and vegetation)
    c. Existing land uses and known and foreseeable future land uses
    d. Topographic features, steepness of slopes
    e. Major drainage ways and receiving channels
    f. Major drainage ways and receiving channels
    g. Existing drainage facilities
    h. Flood Hazard Zones
    i. Geologic Features (if applicable)
3. Previous drainage studies for the property (if any)
    a. Proposed Project Description
    b. Land uses
    c. Changes to existing facilities
    d. Changes to floodplains
    e. Proposed system improvements
    f. Right-of-way conveyance or acquisition required
4. Drainage Criteria
    a. Application Standards or exceptions
    b. Minor and Major Storm Frequencies
    c. Hydrologic Methods

i. Rainfall
ii. Design Storms
iii. Runoff methods and computer models
iv. Geotechnical/Hydrogeological Analysis (Attach Reports)

d. Hydraulic Methods
i. Design standards
ii. Hydraulic models
iii. Detention Pond sizing

e. State or Federal Regulations (if applicable)

**HISTORIC DRAINAGE SYSTEM**

1. Major Basin Description
   a. Reference to major drainage way planning studies such as flood hazard delineation report, major drainage way planning reports, and flood insurance rate maps.
   b. Major basin drainage characteristics and structures, existing and planned land uses within the basin.
   c. Summary of off-site and on-site basin characteristics and runoff rates.
2. Sub-Basin Description
   a. Discussions of historic drainage patterns of the property.
   b. Discussion of off-site drainage flows and flow patterns and impact on development under existing and fully developed basin conditions.
   c. Summary of off-site and on-site basin characteristics and runoff rates.

**PROPOSED DRAINAGE SYSTEM**

1. Design Concepts
   a. Discussion of minor and major drainage patterns, impacts, flows and volumes.
   b. Discussion of compliance with off-site runoff considerations.
   c. Discussion of proposed drainage patterns and improvements including streets, storm sewer, culverts, open channels and detention storage.
   d. Discussion of the tables, charts, figures, drawings, etc. presented in the report.
2. Design Details
   a. Discussion of problems encountered and solutions at specific design points.
   b. Discussion of detention storage and outlet design.
   c. Discussion of maintenance and access aspects of the design.
   d. Discussion of impacts of concentrating the flow on the downstream properties.
   e. Summary of basin characteristics and runoff rates.
   f. Discussion of geotechnical and hydrogeological impacts of development.
   g. Discuss flooding hazards and describe minimum building elevations.

**SUMMARY**

1. Relation to off-site drainage features.
2. Summary of proposed improvements.
   a. Storm sewer

b. Culverts
c. Open channels
d. Detention Storage
e. Geotechnical/Hydrologic impacts
f. On-site and off-site impacts and mitigation measures

3. Floodplain impacts.
4. State or Federal regulations.
5. Compliance with applicable regulations and standards.

**REFERENCES**

Reference all criteria, master plans, and technical information used in support of concepts and calculations.

**APPENDICES**

1. Background Data
    a. Floodplain maps.
    b. Applicable reports or report excerpts.
    c. Key correspondence with adjacent property owners or utilities.
2. Hydrologic Computations
    a. Land uses regarding adjacent properties.
    b. Soil types, coverage and loss coefficients
    c. Proposed land uses for project by basin.
    d. Time of concentration and runoff coefficients for each basin.
    e. Basin parameters used for modeling including basin area, length, slope, distance to centroid and routing elements.
    f. Initial and major storm runoff at specific design points for off-site and on-site flows.
    g. Off-site, historic and fully developed runoff computations at specific design points.
    h. Hydrographs at critical design points.
    i. Schematic diagram of hydrology model showing basins and routing elements and combination elements.
3. Hydraulic Computations
    a. Culvert Capacities and inlet and outlet protection.
    b. Storm sewer capacity, including energy grade line (EGL) and hydraulic grade line (HGL) elevations.
    c. Gutter capacity as compared to allowable.
    d. Storm inlet capacity including roughness coefficients, trickle channels, freeboard, hydraulic grade line, and slope protection.
    e. Check and/or channel drop placement.
    f. Detention area volume capacity and outlet capacity calculations; depths of detention basins, outlet configuration.
    g. Downstream/outfall capacity to the Major Drainage way system.
4. Miscellaneous Information
    a. Other documents relating to drainage conditions on the property.
    b. Agreements with property owners or other agencies.
    C. Permits, etc.

# Appendix D
# Geotechnical/Hydrogeological Report

1. The evaluation shall include at a minimum:
    a. A review of available geologic, hydrogeological, and topographic conditions to identify any site conditions that could impact the use of the storm drainage systems or the construction of sub-level structures. This review shall include all available previous geotechnical engineering reports for the development. Citations to possibly useful references are provided at the end of this appendix.
    b. Where access to adjacent properties is unavailable, the project owner shall rely upon the best known information for the area, supplemented with available information, including any existing engineering reports or studies for sites in the vicinity.
    c. A surface and subsurface reconnaissance of the site and an inspection of adjacent properties to assess potential impacts from the proposed stormwater system and to verify that the conditions are consistent with the mapped information.
    d. The level of data for the hydrogeological assessment required will be dependent on the amount of stormwater to be managed, the type of infiltration system proposed, and the surface and subsurface soil conditions at the site. The assessment will be conducted by a professional with experience collecting and analyzing hydrogeological data.
    e. An assessment of hydrogeological conditions that indicate the potential for infiltrated stormwater to impact on- or off-site, facilities or structures. The assessment will also demonstrate that impacts to groundwater elevation or flow, resulting from the proposed infiltration system will be confined to the property. **A groundwater mounding calculation shall be provided to identify the impacts of infiltrated stormwater runoff.** An example calculation method and spreadsheet is made available from the United States Geological Survey (USGS); however, other approved, similar calculation methods may be accepted. This information can be found at the following link: **https://pubs.usgs.gov/sir/2010/5102/**
    **f. The Geotechnical/Hydrogeological report will contain the signed project certification cover sheet found in Appendix G.**
2. The Report Narrative shall include:
    a. A brief project description including size, number of lots proposed, project location (section, township and range), and background information relevant for drainage design;
    b. A discussion of the study investigations including methods and results of field assessments, testing and analyses performed;
    c. A description of the soil units and subsurface geologic conditions on the site and in the vicinity of the site;
    d. A description of the site including surface, soil, and groundwater conditions, etc.
3. Test Method Documentation shall include:
    a. A map with the location of all subsurface field explorations, sampling locations and any in- place field tests;
    b. A description of the field test and any difficulties encountered during excavation and testing;
    c. A description of the equipment used to perform the field explorations or tests. When applicable, describe the type of fabric lining and gravel backfill used;
    d. Logs of subsurface borings shall identify the depth to groundwater, the presence of any limiting layers and the target soil layer; include test pit or excavation dimensions. Borings intended to characterize hydrogeologic conditions for infiltrations systems should extend a minimum of 10-feet below the base of the proposed

infiltration system, or a minimum of 25-feet below the ground surface, whichever is deeper;

e. Report test data documenting any infiltration testing, calculations, results problems encountered; and,
f. A description of the condition of any existing facilities being tested, noting any silt build-up, water level, connections to other structures (including distance to inverts of any interconnecting pipes), measured depths and dimensions, etc.

4. Results of field and laboratory testing conducted, including the grain size analysis represented both graphically and in tabular format;
5. A summary of field testing conducted and the measured and proposed design infiltration rates for infiltration systems. **Approved test methods for infiltration testing are found in Appendix H**;
6. Results of the sub-level structure feasibility study and a summary of the property boundary and down-gradient analysis as applicable; and,
7. A geologic cross-section of the stormwater disposal area drawn to scale, with the proposed stormwater disposal facilities superimposed on the cross-section. All relevant geologic units shall be clearly identified including the target disposal layer and limiting layers.
8. Conclusions and recommendations.
    a. The Site Plan shall include:
    b. Project boundaries (including all existing and proposed property lines);
    c. Labeled topographic contours, extending beyond the project and drainage basin. Projects in an urban area shall use a maximum contour spacing of 1 foot;
    d. Location of the soil and geologic units identified;
    e. Location of significant structures, properties or geologic features on site and in the project vicinity;
    f. Location of existing natural or constructed drainage features on site and in the project vicinity; and,
    g. Location of proposed site infrastructure including roadways and drainage features such as ponds, drywells, etc.

SUGGESTED SOURCES:

- Montana Ground Water Information Center Database: http://mbmggwic.mtech.edu/
- Lopez, D.A., and Sims, M., 2003, Areas of potential swelling-clay hazard in the Billings area, Yellowstone County, Montana: Montana Bureau of Mines and Geology Geologic Map 61D, 1 sheet, scale 1:48,000.
- Lopez, D.A., 2002, Geologic map of the Billings area, Yellowstone County, Montana: Montana Bureau of Mines and Geology Geologic Map 61A, 1 sheet, scale 1:48,000.
- Lopez, D.A., 2000, Geologic map of the Billings 30' x 60' quadrangle, Montana: Montana Bureau of Mines and Geology Geologic Map 59, 1 sheet, scale 1:100,000.
- Olson, J.L., and Reiten, J.C., 2002, Hydrogeology of the west Billings area: Impacts of land-use changes on water resources: Montana Bureau of Mines and Geology Report of Investigation 10, 32 p., 2 sheets.
- Olson, J.L., and Reiten, J.C., 2001, Basic hydrogeologic data for the West-Billings area (1999-2000), Yellowstone County, Montana: Montana Bureau of Mines and Geology Open-File Report 436, 110 p. United States Geological Survey (USGS). Scientific Investigations Report 2010-5102. Simulation of Groundwater Mounding Beneath Hypothetical Stormwater Infiltration Basins. Glen B. Carleton. http://pubs.usgs.gov/sir/2010/5102.

# Appendix E
# Operations and Maintenance Requirements

## OPERATION AND MAINTENANCE

An Operations and Maintenance Manual is required for Subdivision and Commercial Property development. The O&M Manual summarizes the tasks required for perpetual maintenance to ensure the proper operation of stormwater facilities. The O&M manual shall include at a minimum:

- Contact information for the party responsible for O&M.
- Description of the maintenance tasks to be performed and their frequency.
- An inspection checklist to be used for annual maintenance. Template forms found in Appendix G.
- List of the expected design life and replacement schedule of each component.
- Site plan showing the overall layout of the development.
- Copy of recorded HOA Agreement and SIA, if applicable.
- Other information as necessary.

The O&M Manual shall first be submitted to the City's Environmental Affairs Division for review and comment. After acceptance by the Environmental Affairs Division, the O&M Manual shall be recorded at the Yellowstone Clerk and Recorders Office in a format acceptable to them.

# Appendix F
# HOA Agreement Requirements

## HOMEOWNERS' ASSOCIATIONS REQUIREMENTS

For stormwater systems within subdivisions, a homeowner's association (HOA) shall be formed to maintain and operate the facilities.

A draft copy of the SIA and/or CC&Rs for the HOA in charge of operating and maintaining the facilities associated with the stormwater system shall be submitted at the time of Preliminary Plat submittal. Final copies are required at the time of initial Private Contract Submittal. The SIA/CC&Rs shall summarize the maintenance and fiscal responsibilities of the HOA. In addition, the SIA/CC&R's shall state that any proposed changes to the stormwater system/facilities shall first be approved by the City Engineer's Office. The O&M manual shall also be submitted at this time. A financial plan is required in order to provide the entity responsible for maintenance with guidance in regard to financial planning for maintenance and replacement costs. The financial plan shall include the following items:

- A list of all stormwater-related facilities and their expected date of replacement and associated replacement costs.
- Sinking fund calculations that take into consideration probable inflation over the life of the infrastructure and estimates the funds that need to be set aside annually.
- A mechanism for initiating and sustaining the sinking fund account demonstrating that perpetual maintenance of all facilities associated with the stormwater system will be sustained.

Homeowners' associations are to be non-profit organizations. A standard business license is not acceptable for this purpose. The HOA shall remain in good standing with the requirements of the State of Montana. Developer shall sign HOA Agreement stating ownership and responsibilities prior to approval of development. A template agreement is found in Appendix G.

# Appendix G
# Template Forms

- **STORMWATER FACILITY MAINTENANCE AGREEMENT**
- **BMP INSPECTION FORM**
- **REPORT CERTIFICATION FORM**
- **INJECTION WELL EXAMPLE**
- **BOULDER PIT EXAMPLES**

# STORMWATER FACILITY
# MAINTENACE AGREEMENT

**The following agreement shall be used for sample purposes only. The document shall not be used directly for recording. A template document can be downloaded off the City's website (http://ci.billings.mt.us/567/Stormwater-Management).**

**Stormwater Facility Maintenance Agreement**

THIS Agreement is made by and between the City of Billings, a municipal corporation of the State of Montana, hereinafter referred to as the "City" and _____, a Developer, as owner (including successors and assignee's of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WHEREAS, the undersigned is proceeding to build on and develop the property; and has submitted the Site Plan/Subdivision Plan know as _____ (Name of Plan/Development), located on _____ (Lot/Block/Subdivision) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the undersigned, its successors and assigns, including any homeowners association, (hereinafter the "Landowner") agree that the health, safety, and welfare of the residents of the City, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan (the "Facilities") be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall at all time, adequately maintain the Facilities. Such maintenance obligation shall include the obligation to properly maintain all surface and subsurface inlets, pipes, channels, structures, rock pits, vegetation, and all other improvements provided to control the quantity and quality of the stormwater within the facility. Adequate maintenance is herein defined as keeping the Facilities and all components thereof in good working condition so that these Facilities continue to perform their design functions.

3. In the event the Landowner fails to maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take such steps as are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the

City. The Landowner grants to the City, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes.

4. The Landowner shall perform all work necessary to keep the Facilities in good working order. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the Landowner shall comply with such schedule.

5. In the event the City performs work of any nature on the Facilities in accordance with this Agreement, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

6. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

7. This Agreement shall be recorded among the deed records of Yellowstone County, Montana, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

**** Note to Reviewer: Attached to this agreement shall be required information listed in Appendix F of the City's Stormwater Management Manual. Remove this text for final document****

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered:

(Insert Company/Corporation/Partnership Name) [SEAL] Date

_____ _____

By: (Name and Title)

State of Montana
County of _____
This instrument was signed and sworn to before me
on _____ by _____
(Name of signer)

_____
(Notary Signature)
[Affix seal/stamp to the left or below]

**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The City of Billings acknowledges receipt of this HOA Stormwater Facility Maintenance Agreement and hereby accepts the property interest conveyed through this instrument.

_____

_____,
City Administrator, City of Billings

ATTEST:

_____
(name), City Clerk

State of Montana
County of _____
This instrument was signed and sworn to before me
on _____ by _____
(Name of signer)

_____
(Notary Signature)
[Affix seal/stamp to the left or below]

# POST CONSTRUCTION
# BMP INSPECTION CHECKLIST

Example Inspection Forms for Post-Construction BMP's can be found in Appendix F of the Montana Post-Construction Storm Water BMP Design Guidance Manual; September 2017. The table below suppliments the Inspection Forms by indicating inspection activities and frequencies.

## POST CONSTRUCTION BMP INSPECTION CHECKLIST

| Activity | Schedule/Frequency |
|---|---|
| Inspect pond area for oil sheens or trash | Monthly |
| Inspect exterior of catch basins | Monthly and after storm events |
| Inspect pond area, sidewalls, and shoreline for erosion, settlement, and rodent damage | Quarterly |
| Inspect fences, gates and locks | Quarterly |
| Inspect bioswales for vegetation cover and bare areas | Quarterly |
| Inspect ditches, check dams, and all visible pipes and culverts for trash, obstructions and other problems | Quarterly and after storm events |
| Inspect inlets and outlets for trash, obstructions, and vegetation | Quarterly, and after storm events |
| Inspect trash racks, debris barriers, and energy dissipaters | Quarterly and after storm events |
| Inspect water levels in the pond | After storm events |
| Inspect pond area for undesirable or poisonous vegetation and noxious weeds | Semi-annually, during growing season |
| Pond area sediment accumulation (pond bottom) | Annually |
| Inspect interior of catch basins for debris and sediment | Annually |
| Inspect spillway for vegetation overgrowth and ease of heavy equipment access | Annually |
| Inspect inside catch basins, including flow restrictor/orifice plate | Annually |
| Inspect access ramps for ease of heavy equipment access | Annually |

Prepared by RESources for Sustainable Communities for the Birch Bay Watershed & Aquatic Resources Management (BBWARM) District. This project was been funded wholly or in part by the U.S. Environmental Protection Agency under assistance agreement WS-96073401 to Whatcom County. The content of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendations for use.

# REPORT CERTIFICATION FORM

# (Project Title)

**FINAL DRAINAGE, GEOTECHNICAL OR HYDROGEOLOGICAL REPORT (List one)**

(LOCATION)

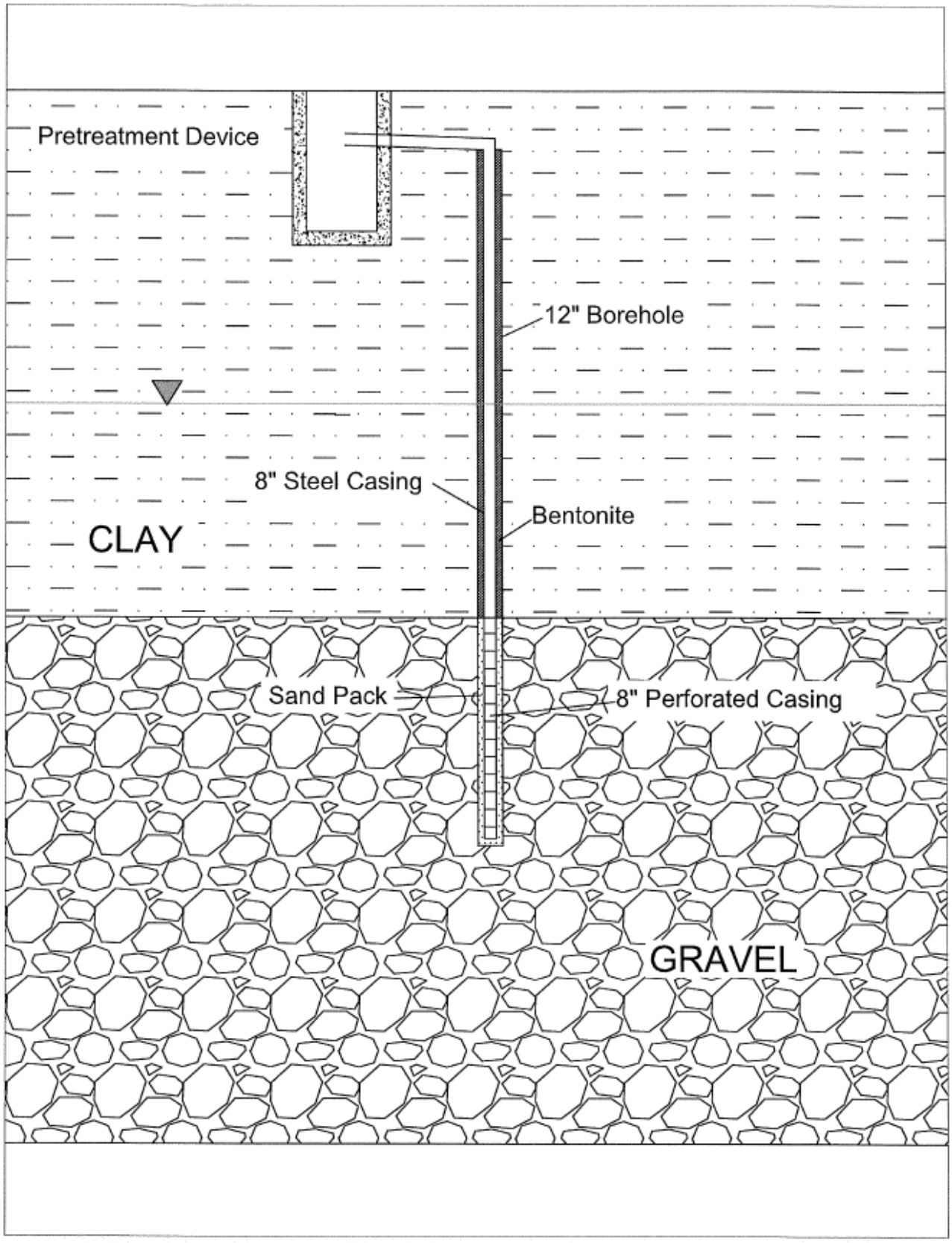
# *CERTIFICATION*

I hereby state that this Final Drainage, Geotechnical or Hydrogeological Report (pick one) has been prepared by me or under my supervision and meets the standard of care and expertise which is usual and customary in this community of professional engineers, geologists or hydrogeologists (pick one). The analysis has been prepared utilizing procedures and practices specified by the City of Billings and within the standard accepted practices.

**PE, PG or PH STAMP OR SEAL**

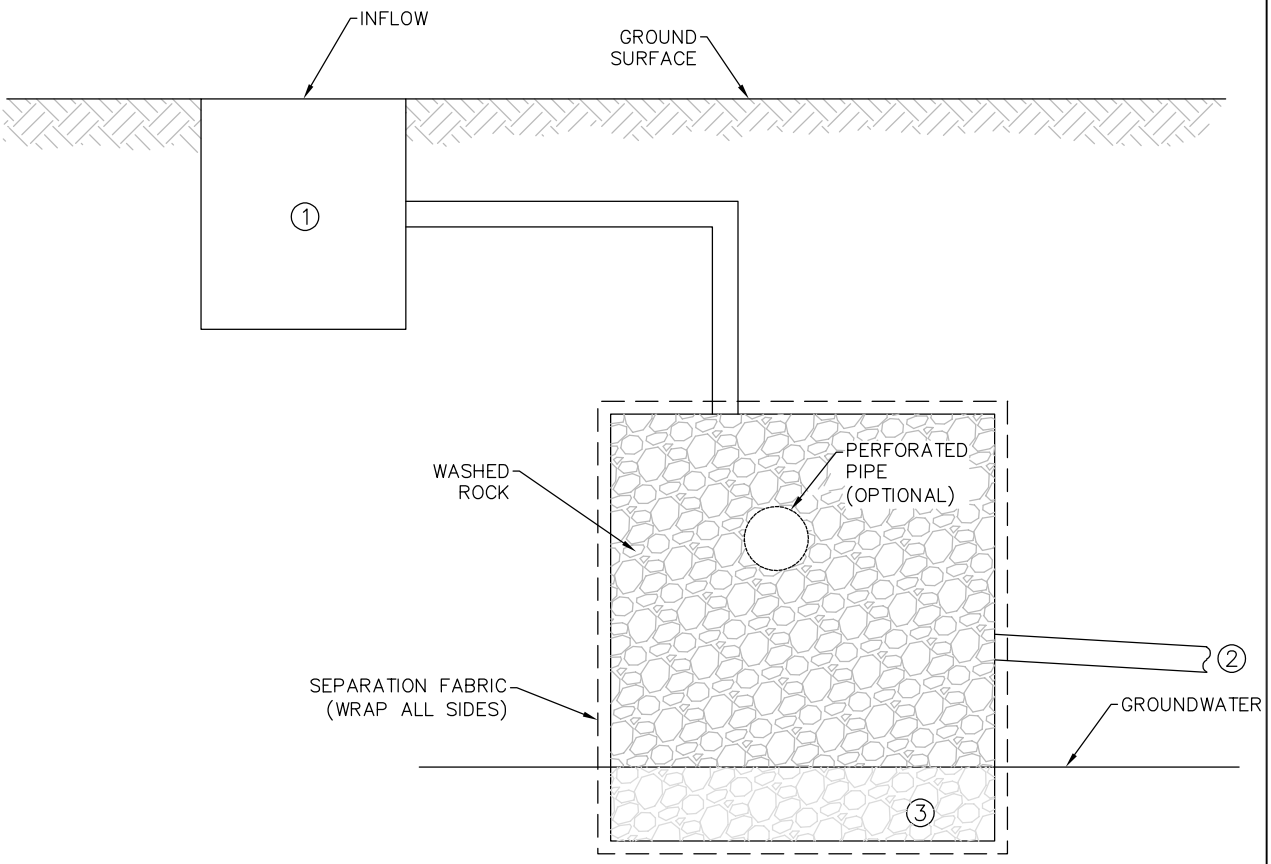
John Doe, P.E.; P.G.; P.H. Date

# INJECTION WELL EXAMPLE


Pretreatment Device
12" Borehole
8" Steel Casing
Bentonite
CLAY
Sand Pack
8" Perforated Casing
GRAVEL

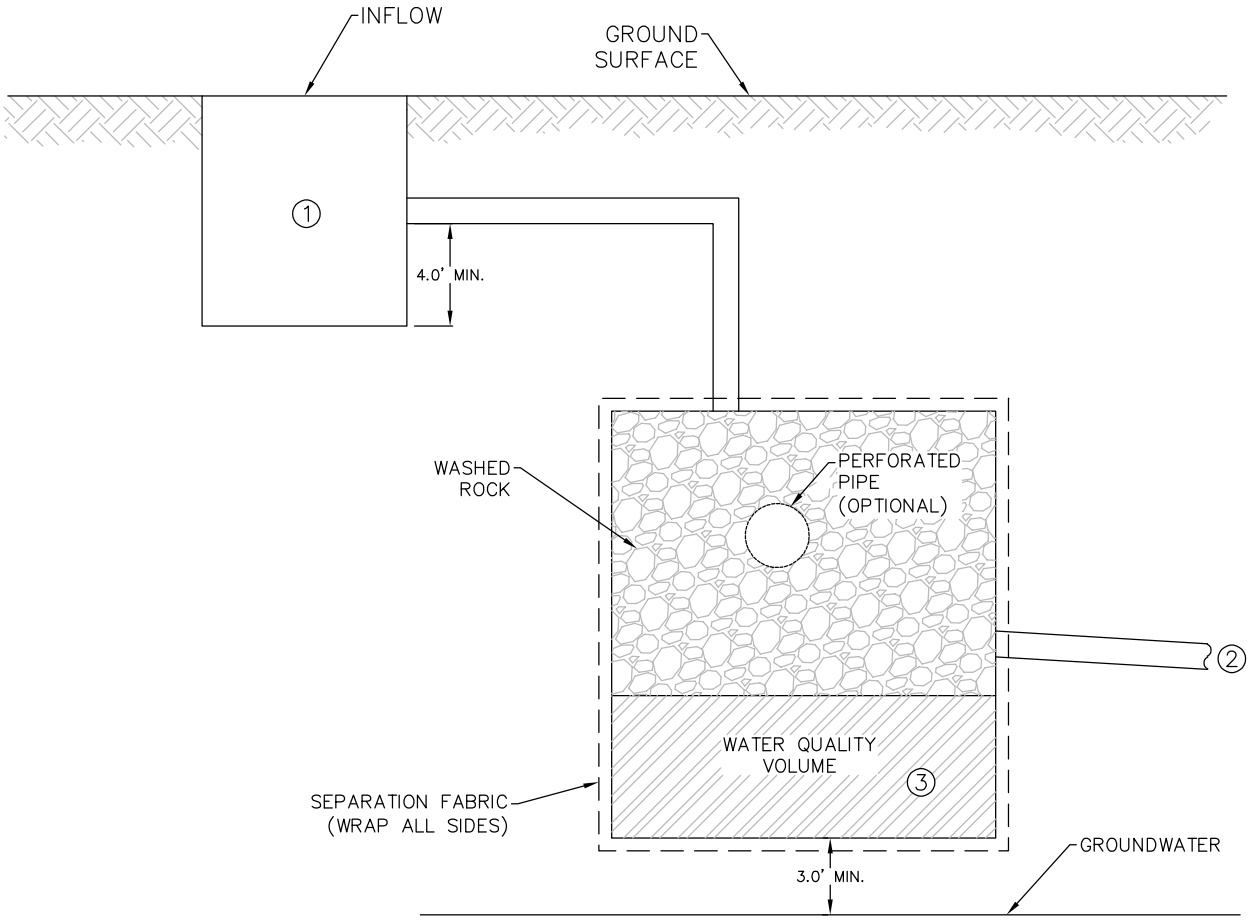
# BOULDER PIT EXAMPLES

## WHERE BOULDER PIT INTERACTS WITH GROUNDWATER




1. WATER QUALITY TREATMENT PER THE REQUIREMENTS OF THE MONTANA POST-CONSTRUCTION STORM WATER BMP DESIGN GUIDANCE MANUAL.
2. OUTFALL IF PERMITTED BY CITY'S SWMM.
3. VOLUME BELOW GROUNDWATER DOES NOT COUNT TOWARD OVERALL BOULDER PIT REQUIRED VOLUME STORAGE.

## WHERE BOULDER PIT DOES NOT INTERACT WITH GROUNDWATER




1. PRE-TREATMENT REQUIRED TO MIMIC SEDIMENTATION FOREBAY. SHALL CONTAIN 10% OF THE WATER QUALITY VOLUME; MAY BE ACCOMPLISHED BY MORE THAN ONE DEVICE.

2. OUTFALL IF PERMITTED BY CITY'S SWMM.

3. WATER QUALITY VOLUME SHALL REMAIN BELOW INVERT OF OUTFALL PIPE.

# Appendix H
# Soil Infiltration
# Testing Requirement

This Section adds to the infiltration testing section of the Montana Post-Construction Storm Water BMP Design Guidance Manual; however, this section shall take precedence over any discrepancies with the practices or results of the water quality Guidance Manual.

One of the following methods should be used to determine the design infiltration rate.

- Design Infiltration Rate Using the USCS Classification (non-field measured – This method is only applicable to proposed infiltration systems with less than 5,000 square feet of infiltration area)
- Encased Falling Head Test (field measured)
- Pilot Infiltration Test (field measured)
- Borehole Infiltration Test (field measured)

**Design Infiltration Rate Using the USCS Classification**

For infiltration systems with less than 5,000 square feet, a design infiltration rate can be selected from Table 1: Infiltration Rate Ranges for USCS Soils based on the least-permeable soil layer encountered within 10 feet of the base of the proposed infiltration system. The design infiltration rates presented in Table 1: Infiltration Rate Ranges for USCS Soils represent the ranges of infiltration rates for each soil classification. The minimum infiltration rate shall be selected as the design infiltration rate.

**Table 1: Infiltration Rate Ranges for USCS Soils**

| Soil Description | USCS | Range of Typical Infiltration Rates (inches/hour) | |
|---|---|---|---|
| | | min | max* |
| Well graded gravel, sandy gravel | GW | 1.30 | 137.00 |
| Poorly graded gravel, sandy gravel | GP | 6.80 | 137.00 |
| Well graded sand, gravelly sand | SW | 0.80 | 68.00 |
| Poorly graded sand, gravelly sand | SP | 0.50 | 68.00 |
| Silty gravel, silty sandy gravel | GM | 1.63 | 13.50 |
| Clayey sands | SC | 0.05 | 0.78 |
| Silty Sand | SM | 0.24 | 0.70 |
| Clayey gravel, clayey sandy gravel | GC | 0.04 | 0.50 |
| Inorganic Silts of low plasticity | ML | 0.04 | 0.14 |
| Clay | CL | 0.00 | 0.01 |
| Inorganic Silts of high plasticity | MH | 0.00 | 0.01 |
| Inorganic clays of high plasticity | CH | 0.00 | 0.01 |

*If proposing to use maximum rates, a detailed explanation shall be provided why the maximum rates apply to development.

**Encased Falling Head Test**

The encased falling head test is performed with a 6-inch casing that is embedded approximately 24 inches into the native soil. The goal of this field test is to evaluate the vertical infiltration rate through a 24-inch plug of soil, without allowing any lateral infiltration. The test is not appropriate in gravelly soils or in other soils where a good seal with the casing cannot be established.

A minimum of three encased falling head tests must be conducted within the footprint of each infiltration system. For proposed infiltration systems with more than 10,000 square feet of infiltration area, one additional encased falling head test is required for each additional 10,000 square feet. Different soil types may be encountered during the soil infiltration testing; a minimum of two encased falling head tests per soil type are required. The encased falling head test locations should be evenly spaced throughout the proposed infiltration system. The results of the infiltration tests will be averaged to determine the measured infiltration rate for the infiltration system. The measured infiltration will be divided by a safety factor of 2.0 to arrive at the design infiltration rate.

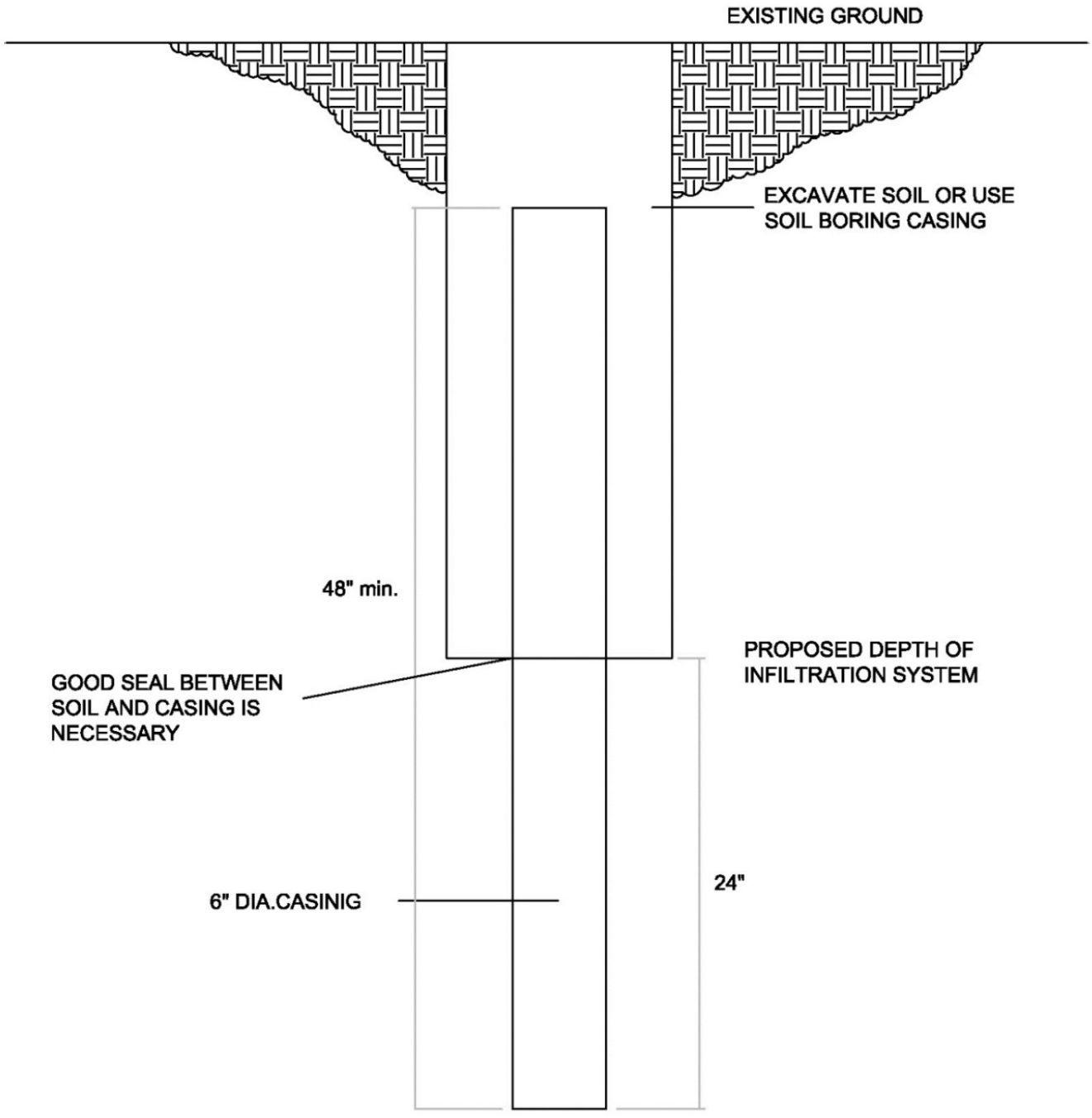
Encased Falling Head Test Procedure:

- Embed a solid 6-inch diameter casing into the native soil at the elevation of the proposed facility bottom. Ensure that the embedment provides a good seal around the pipe casing so that percolation will be limited to the 24-inch plug of the material within the casing. The minimum casing length must be 48 inches; longer casings can be used.
- Fill the 6-inch diameter casing with clean water a minimum of 24 inches above the soil to be tested, and maintain this depth for at least 4 hours (or overnight if clay soils are present) to presoak the native material. In sandy soils with little or no clay or silt, soaking is not necessary. If after filling the hole twice with 24 inches of water, if the water infiltrates completely in less than 10 minutes, the test can proceed immediately.
- To conduct the first trial of the test, fill the 6-inch diameter casing to approximately 24 inches above the soil and measure the water level to the nearest 0.01 foot (⅛ inch). The head used in the test can be greater than 24 inches, provided the head is not greater than 50 percent of the maximum head in the proposed infiltration system. The pre-saturation head must be the same as the infiltration testing. The level should be measured with a tape or other device with reference to a fixed point. The top of the pipe is often a convenient reference point. Record the exact time.
- Measure the water level to the nearest 0.01 foot (⅛ inch) at 10-minute intervals for a total period of 1 hour (or 20-minute intervals for 2 hours in slower soils) or until all of the water has infiltrated. In faster draining soils (sands and gravels), it may be necessary to shorten the measurement interval in order to obtain a well-defined infiltration rate curve. Constant head tests may be substituted for falling head tests at the discretion of the professional overseeing the infiltration testing. Successive trials should be run until the percent change in measured infiltration rate between two successive trials is minimal. The trial should be discounted if the infiltration rate between successive trials increases. At least three trials must be conducted. After each trial, the water level is readjusted to the 24 inch level. Enter results into the data table.
- Measure the depth and approximate volume of any water that accumulates in the borehole or trench around the test casing, indicating a bad seal around the pipe or short circuiting through the soil being tested.
- The average infiltration rate over the last trial should be used to calculate the measured infiltration rate
- The measured infiltration rate must be within the rates given in Table 1: Infiltration Rate Ranges for USCS Soils, provided in this appendix, for the native soil tested. If the measured infiltration rate is greater than the

maximum listed rate, additional information may be required by the City, up to and including repeating the test procedure under observation by personnel designated by the City

- The location of the test shall correspond to the infiltration system location.

**Figure 1: Encased Falling Head Test Diagram:**



**Pilot Infiltration Test**

Large-scale infiltration testing using the Pilot Infiltration Test described below is the preferred method for estimating the measured infiltration rate of the soil profile beneath proposed infiltration systems. The Pilot Infiltration Test is not a standard test but rather a practical field procedure recommended by the City of Billings.

A minimum number of two pilot infiltration tests must be conducted within the footprint of each proposed infiltration system. For proposed infiltration systems with more than 10,000 square feet of infiltration area, one additional pilot infiltration test is required for each additional 10,000 SF. The pilot infiltration test locations should be evenly spaced throughout the proposed infiltration system. The results of the infiltration tests will be averaged to determine the measured infiltration rate for the infiltration system. The pilot infiltration test will produce a measured infiltration rate in inches per hour. The measured infiltration will be divided by a factor of safety of 2.0 to arrive at the design infiltration rate.

Pilot Infiltration Test Procedure:

- Excavate the test pit to the estimated surface elevation of the proposed infiltration system. Lay back the slopes sufficiently to avoid caving and erosion during the test. Alternatively, consider shoring the sides of the test pit.
- The horizontal surface area of the bottom of the test pit should be approximately 100 square feet. Accurately document the size and geometry of the test pit.
- Install a vertical measuring rod (minimum 5-ft. long) marked in 1/8" increments in the center of the pit bottom
- Use a rigid pipe with a splash plate on the bottom to convey water to the pit and reduce side-wall erosion or excessive disturbance of the pond bottom. Excessive erosion and bottom disturbance will result in clogging of the infiltration receptor and yield lower than actual infiltration rates.
- Add water to the pit at a rate that will maintain a water level between 6 and 12 inches above the bottom of the pit. A rotameter can be used to measure the flow rate into the pit.
  Every 15-30 min, record the cumulative volume and instantaneous flow rate in gallons per minute necessary to maintain the water level at the same point on the measuring rod. Keep adding water to the pit until one hour after the flow rate into the pit has stabilized (constant flow rate; a goal of 5% variation or less variation in the total flow) while maintaining the same pond water level. The total of the pre-soak time plus one hour after the flow rate has stabilized should be no less than 6 hours.
- After the flow rate has stabilized for at least one hour, turn off the water and record the rate of infiltration (the drop rate of the standing water) in inches per hour from the measuring rod data, until the water has infiltrated completely. Calculate and record the measured infiltration rate in inches per hour in 30 minutes or one-hour increments.
- The measured infiltration rate must be within the ranges given in Table 1: Infiltration Rate Ranges for USCS Soils, provided in this appendix, for the native soil tested. If the measured infiltration rate is greater than the maximum listed rate, additional information may be required by the City, up to and including repeating the test procedure under observation by personnel designated by the City.
- The location of the test shall correspond to the infiltration system location.

**Borehole Injection Test**

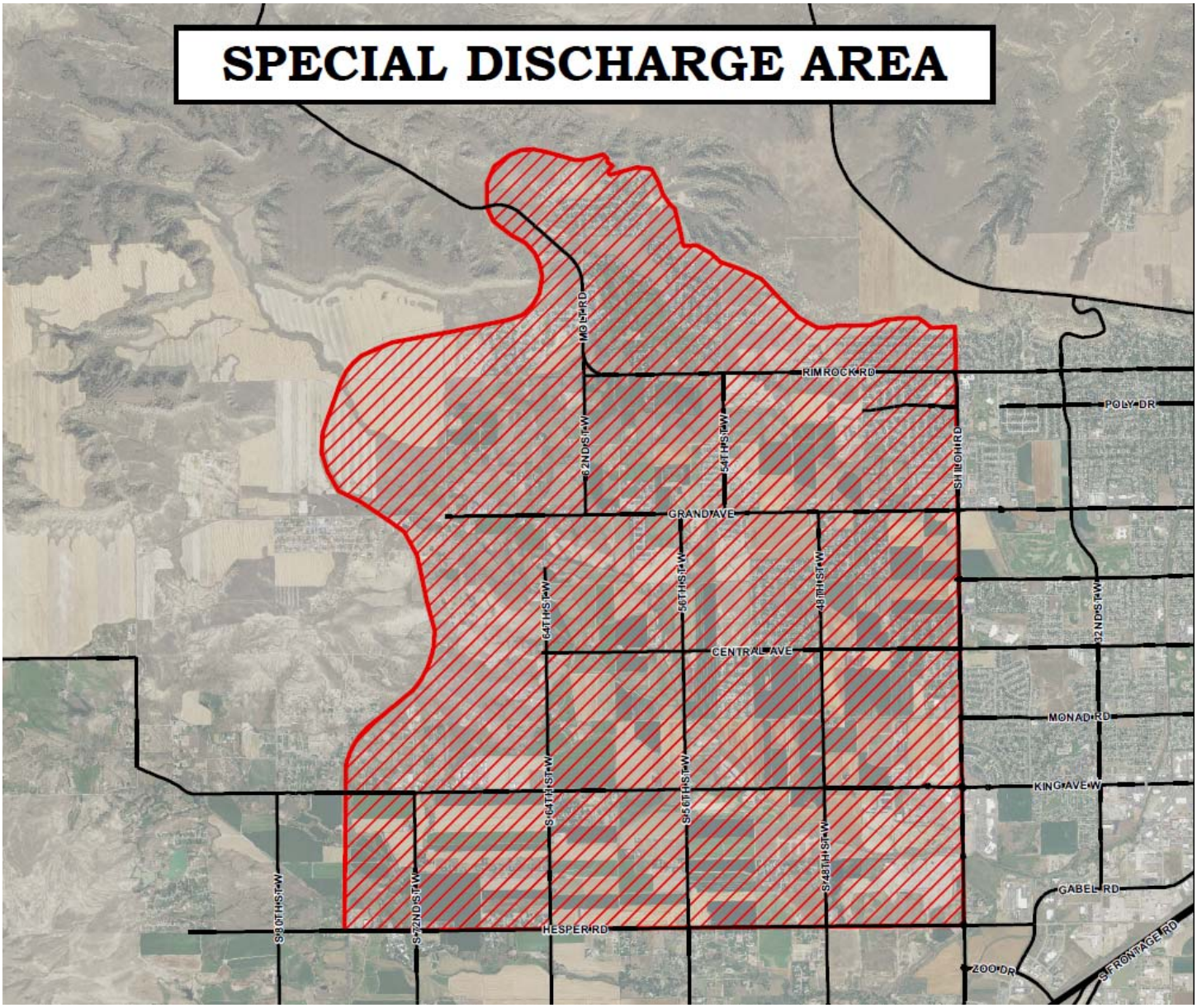
The borehole injection test will produce a measured injection rate in gallons per hour for a stormwater injection well. The measured injection rate will be divided by a factor of safety of 2.0 to arrive at the design injection rate. In-situ injection measurements, using the borehole injection test described below is the preferred method for estimating the measured injection rate for disposal of stormwater to higher permeability soils located at a minimum depth of 20 feet bgs. The borehole injection test is not a standard test but rather a practical field procedure recommended by the City of Billings.

Borehole Injection Test Procedure:

- The location of the test must be within 20 feet of the proposed location of the stormwater injection well.
- Drill borehole to target injection depth, a minimum of 20 feet.
- Install steel casing, a minimum of 4 inches diameter, by pushing or driving it to 24 inches below the drill bit. Casing must extend to the ground surface.
- Add water to the casing at a rate determined by the tester, based on the average volume to be discharged to the well over 72 hours. A rotameter can be used to measure the flow rate into the casing. Every 15-30 min, record the cumulative volume and instantaneous flow rate in gallons per minute.
- The casing must remain under atmospheric pressure throughout the duration of the test. A pump may be used to convey water to the casing, but the pump discharge cannot pressurize the casing.
- Water must be supplied to the casing for a minimum of one hour. Tests may be terminated after water has been supplied to the casing for a total of four hours. Document the time water is supplied to the casing and the duration of any interruptions (e.g. changing the water supply source).
- The test may be terminated any time after one hour if the volume discharged during the test exceeds 5% of the estimated 72-hour discharge volume of the proposed stormwater injection well.
- Calculate and record the average infiltration rate in gallons per minute over the final hour of the test. The average injection rate over the final hour of the test will be the measured injection rate used for the stormwater injection well. The measured injection rate will be divided by a factor of safety of 2.0 to arrive at the design injection rate.
- The location of the test shall correspond to the infiltration system location.

# Appendix I
# Special Discharge Area

The map below identifies the City's West Billings *Special Discharge Area*, which identifies that the allowable stormwater discharge rate within this area from all types of development and for all durations of storms, up to and including the Major Storm, shall be limited to a prorated value of 1 cfs per 10 acres of development. For example, a 100-acre subdivision would be allowed a discharge rate of 10 cfs, while a 0.5-acre commercial site would be allowed a discharge rate of 0.05 cfs (approximately 22.4 gpm). The map below indicates the properties located within the *Special Discharge Area*.



# Appendix J
# Project Submittal Checklist

The following information is intended to provide a framework for required documents to be submitted based upon development activity. This list may not be all inclusive and additional information or forms shall be submitted upon request.

Residential Lot Development

- SSP
- Lot Grading Plan

Commercial Property Development

- CDP
- Geotechnical/Hydrogeologic Report
- Project Plans
- Operations and Maintenance Manual – Recorded Copy
- Plat and SIA

Subdivision Development

- CDP
- Geotechnical/Hydrogeologic Report
- Project Plans
- Operations and Maintenance Manual – Recorded Copy
- Plat and SIA
- HOA Maintenance Agreement – Recorded Copy
- Materials Submittals (Shop Drawings)
- Final Acceptance Submittal after construction

# Chapter 28 - STORMWATER MANAGEMENT AND CONTROL

## ARTICLE 28-100. - GENERAL PROVISIONS

### Sec. 28-101. - Purpose.

This chapter and its provisions are applicable to any activity by any individual or entity engaging in the disposal of any pollutant that has the potential to adversely impact the water quality of either watercourses, water bodies, or groundwater, as further detailed in subsection (3).

(1) Purpose and intent of this chapter is to:

a. Protect and enhance the water quality of the Yellowstone River, water bodies, groundwater and wetlands in a manner pursuant to and consistent with the Clean Water Act of 1972 and the Phase II Stormwater Regulations.

b. Minimize non-stormwater discharges to storm drains and minimize pollutants in stormwater discharges. Require the removal of illicit connections to the city's MS4 system.

c. Provide design, construction, operation, and maintenance criteria for permanent and temporary on-site stormwater management facilities to control stormwater runoff. Prohibit improper disposal of substances into the city's MS4 system

d. Establish and maintain a data base and inspection program sufficient to determine compliance with the phase II stormwater regulations and the city's municipal separate storm sewer system (MS4) application.

e. Establish legal authority to conduct inspections, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this chapter.

f. Establish legal authority to develop, implement, and enforce a program to reduce pollutants in stormwater runoff from construction activities.

g. Establish legal authority to develop, implement, and enforce a program to address stormwater runoff from new developments and redevelopment projects.

h. Provide an equitable distribution of cost for the program including but not limited to the fee schedule in accordance with section 22-804, titled "rates for storm sewers."

(2) Discharges into the municipal separate storm sewer system (MS4) may be subject to further regulation by the U.S. Environmental Protection Agency, Montana Department of Environmental Quality and local agencies owning and operating a MS4. Local agencies owning and operating portions of the MS4 in Billings include but are not limited to Yellowstone County and Montana Department of Transportation.

(3)

This chapter provides for the regulation of contributors or dischargers to the city's stormwater collection system through the development of a stormwater management program, including issuance and enforcement of private and public construction storm water pollution prevention plans to address construction site stormwater, enforcement of adopted BMP construction standards, enforcement of post-construction stormwater BMP maintenance, and the detection and elimination of illicit discharges. This chapter authorizes monitoring and enforcement activities, requires user reporting, protects the state and receiving waters, and establishes penalties and remedies for violations of the stormwater ordinance.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-102. - Policy.

It is the policy of the city to protect the health and welfare of its citizens and environment by monitoring and regulating discharges that may cause pollution to the environment.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-103. - Applicability.

This chapter shall apply to all construction and maintenance activities for industrial, commercial, institutional, single family and multifamily residential developments, as well as subdivision projects with private access which may introduce pollutants into any private storm drain, or any body of water within the city's MS4 jurisdiction. Exceptions include activities that are contained entirely on federal or state, or county lands and do not impact adjacent jurisdictions or MS4s. Additionally, permanent and temporary stormwater management controls and facilities, constructed as part of any activities listed in this section, which are located within the city's MS4 jurisdiction, are also subject to this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-104. - Authority.

This chapter shall be construed to assure consistency with the requirements of the Federal Clean Water Act and acts amendatory thereof or supplementary thereto, applicable implementing regulations, and the Municipal MPDES permit and any amendments, revisions or re-issuance thereof. Activities regulated by this chapter may be subject to further regulation by the specific public entity owning and operating a MS4. No permit or approval issued pursuant to this chapter shall relieve a person of the responsibility to secure permits and approvals required for activities regulated by any other applicable rule, code, act, permit or ordinance.

The city's stormwater management manual provides additional policy, criteria and information including specifications and standards for the proper implementation of the requirements of this chapter and is incorporated by reference herein. The manual includes a list of acceptable stormwater treatment practices,

including design criteria. Design and construction of stormwater facilities are to meet minimum water quality performance standards.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-105. - Responsibility of discharger.

The standards set forth in and promulgated pursuant to this chapter are minimum standards. This chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution or unauthorized discharge of pollutants into waters of the United States caused by that person. This chapter shall not create liability on the part of the city, or any city agent or employee for any damages that result from any discharger's reliance on this chapter or any administrative decision lawfully made pursuant to this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-200. - DEFINITIONS

Sec. 28-201. - Definitions.

Whenever the following words or phrases appear in these regulations, they shall have the meaning assigned to them by this section.

*Authorized enforcement agent* means the city administrator or any individual designated by the city administrator as an authorized enforcement agent.

*Best management practices* or *BMPs* means schedule of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of state waters. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

*Billings city non-stormwater disposal best management practices* means best management practices adopted by reference by this chapter for non-stormwater disposal.

*BMCC* means the Billings, Montana City Code.

*City* means the City of Billings, Montana.

*CFR* means the Code of Federal Regulations.

*Clean Water Act (CWA)* means the Federal Water Pollution Control Act enacted by Public Law 92-500 as amended by Public Laws 95-217, 95-576, 96-483, and 97-117; 33 USC 1251 et seq.

*Comprehensive drainage plan* means a stormwater management plan that covers all current and anticipated development on a site greater than five (5) acres and sites planned for phased development, including the impact on existing off-site infrastructure.

*Concentrated flow* means parameters exceed the median concentration in table 2 of the general permit for MS4s and the flow exceeds dry weather flow conditions.

*Construction activity* means any work that results in land disturbance of any nature.

*Control measure* means any best management practice or other method used to prevent or reduce the discharge of pollutants to state waters.

*Development* means any construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure within the jurisdiction of the city as well as any manmade change or alteration to the landscape, including but not limited to, mining, drilling, dredging, grading, paving, excavating and filling.

*Director of public works* means the director of the Billings City Public Works Department.

*Discharge* means any introduction or addition of any pollutant, stormwater, or any other substance into the municipal storm sewer system (MS4), waters of the state, or into waters of the United States by a person.

*Discharger* means any person, who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any operator of a construction site or industrial facility.

*Fire fighting water* means any water, and any substance or materials contained therein, used in an emergency, to control or extinguish a fire.

*Illicit connection* means:

(1) Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the MS4 including, but not limited to, any conveyances which allow any stormwater discharge including sewage, process wastewater and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether the drain or connection had been previously allowed, permitted or approved by a government agency; refer to exemptions under subsection 28-103, or

(2) Any drain or conveyance connected from a commercial or industrial land use to the MS4 which has not been documented in plans, maps or equivalent records and approved, permitted or permitted by the city.

*Illicit discharge* means any discharge to a MS4 that is not composed entirely of stormwater except the following: discharges not identified as significant contributors of pollutants listed in the general permit and allowable under the city's MS4 program.

*Impervious surface* means a surface which prevents or retards the penetration of water into the ground, including, but not limited to, roofs, sidewalks, patios, driveways, parking lots, concrete and asphalt paving, gravel, compacted native surfaces and earthen materials, and oiled, macadam, or other surfaces which similarly impede the natural infiltration of stormwater.

*Major modification* means an alteration to an existing or planned stormwater drainage facility that does one or more of the following: changes the volume, surface area, depth, capacity, inflow rates, outflow rates or level of treatment by five (5) percent or more; changes the treatment process; adds more than one thousand (1,000) square feet of impervious surface; or increases the tributary impervious drainage area to an individual drainage facility component by more than ten (10) percent.

*Maximum extent practicable* or *MEP* means the technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in the stormwater discharges that was established by the Clean Water Act, Section 402(p). A discussion of MEP as it applies to MS4s is found in ARM 17.30.1111(5).

*MDEQ* means the Montana Department of Environmental Quality, a state regulating agency.

*MPDES permit* means Montana Pollution Discharge Elimination System. An area-wide MPDES permit that is issued to a government agency or agencies for the discharge of pollutants from any point source into the waters of the state or United States.

*MS4* means the Billings, Montana municipal separate storm sewer system.

*Municipal separate storm sewer system* or *MS4* means a conveyance or system of conveyance (including roads with drainage systems, municipal streets, catch basin, curb, gutters, ditches, manmade channels, or storm drains) owned or operated by a public body (created under state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as sewer district, irrigation district, flood control district or drainage district, or similar entity that discharges to the waters of the United States and which are not part of a publicly owned treatment works ("POTW") as defined in ARM Title 17, Chapter 30, Subchapter 13.

*Permit national pollutant discharge elimination system permit* or *NPDES* means a permit issued by MDEQ, in compliance with the Federal Clean Water Act for the discharge of pollutants from any point source into the waters of the state or United States.

*Notice of intent* or *NOI* means submittal required by the state under the general permit for stormwater discharges associated with construction activity.

*Notice of termination* or *NOT* means submittal required by the state under the general permit for stormwater discharges associated with construction activity. The construction site has been finally stabilized and the operator desires to be relieved of responsibility on the general permit coverage period.

*Non-stormwater discharge* means any discharge that is not entirely composed of stormwater.

*Off-site stormwater* means any runoff crossing property lines that discharges to public right-of-way, property not included in the SWPPP, or property owned by others.

*Owner or operator* means:

(1) A person who owns, leases, operates, controls, or supervises a point source.

(2) For the purpose of permitting "stormwater discharge associated with construction activity" means any "owner or operator" associated with a construction project, who is a person designated as an eligible signatory, who has operational control over the construction plans and specifications and has day to day operational control at the project to ensure compliance with the SWPPP.

*Person* means any individual, firm, association, club, organization, corporation, partnership, business trust, company or other entity which is recognized by law as the subject of rights or duties.

*Plan* pertains to stormwater management plan and comprehensive drainage plan.

*Point source* means any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft, from which pollutants are or may be discharged.

*Pollutant* means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water, and as otherwise defined in 40 CFR 122.2.

*Premises* means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

*Redevelopment* means a project that proposes to add, replace and/or alter impervious surfaces affecting an existing drainage system, other than routine maintenance, resurfacing, or repair. A project which meets the criteria of a major modification as defined in this section shall be considered a redevelopment.

*State waters* means any body of water, either surface or underground. "State waters" means a body of water, irrigation system, or drainage system, either surface or underground.

*Stormwater* means storm water runoff, snowmelt runoff, and surface runoff and drainage.

*Stormwater management* means the process of collection, conveyance, storage, treatment, and disposal of stormwater to ensure control of the magnitude and frequency of runoff and to minimize the hazards associated with flooding. Also includes implementing controls to reduce the discharge of pollutants including management practices, control techniques and systems, design and engineering methods.

*Stormwater management manual* means the design standards manual prepared by the Billings City Public Works Department which provides design, performance, and review criteria for stormwater management practices.

*Stormwater management plan* means details of the on-site drainage system, structures, BMPs, concepts and techniques that will be used to control stormwater, including drawings, engineering calculations, computer analyses, maintenance and operations procedures, and all other supporting documentation for developments equal to or less than five (5) acres.

*Stormwater pollution prevention plan* or *SWPPP* means, under the state's general permit for storm water discharges associated with construction activities which characterizes the construction activity, potential sources of pollutants, and best management practices (BMPs) to help ensure pollutants do not reach surface waters.

*Stormwater system* means physical facilities, that are both private and public, temporary or permanent, designed to treat, collect and transport stormwater which include but are not limited to; curbs, inlets, pipe, box culverts, swales, ditches, ponds, French drains, boulder pits, wattles, and silt fences.

*Total maximum daily load* or *TMDL* means the sum of the individual waste load allocations for point sources and load allocations for both nonpoint sources and natural background sources established at a level necessary to achieve compliance with applicable surface water quality standards as defined in MCA 75-5-103.

*U.S. EPA* means the United States Environmental Protection Agency.

*Variance* means a modification of the requirements of this chapter.

*Watercourse* means any body of water, including, but not limited to lakes, ponds, rivers, streams, and bodies of water delineated by the city or state.

*Wetland* means an area that is inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

(Ord. No. 10-5505, § 1, 3-22-10)

## ARTICLE 28-300. - DISCHARGE PROHIBITIONS

### Sec. 28-301. - Prohibitions of illicit discharges.

(a) It shall be unlawful to discharge or cause to be discharged into the MS4 any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards or that could cause the city to be in violation of its MPDES. It shall be unlawful to store, handle or apply any pollutant in a manner that will cause exposure to rainfall or runoff and discharge to the MS4 and to state waters or waters of the United States.

(b) The commencement, conduct or continuance of any discharge not composed entirely of stormwater to the MS4 is prohibited except as follows:

(1) Discharges pursuant to an MPDES general permit for MS4's permit and discharges due to firefighting activities.

(2) Discharges from the following activities are not be considered a source of pollutants to the MS4 and to state waters when properly managed, and shall not be considered illicit discharges unless determined by the city to be significant contributors of pollutants to the MS4 or to cause a violation of the provisions of the Clean Water Act or this chapter based on quantity of flow, concentration of pollutants, proximity to a water course, or condition of a receiving water: irrigation water, irrigation ditch return flows, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration to separate storm sewers, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering (excluding over watering), individual residential car washing, individual residential dechlorinated swimming pool and hot tub discharges, individual residential street washing, water line flushing, flows from riparian habitats and wetlands, uncontaminated water from irrigation system meter pits and flows from emergency firefighting activities. Before applying the listed exceptions, the city shall make a determination on a case by case basis as to what is considered significant contributors of pollutants. In addition, the following non-storm water discharges need not be prohibited from entering the MS4, provided approved control measures to minimize the impacts from the sources are implemented: Municipally owned dechlorinated swimming pool discharges, municipal water tank draining and water from street washing (including sidewalks and medians) that is conducted by city staff or under contract with the city. This prohibition shall not apply to any non-storm water discharge permitted under an MPDES permit, waiver or waste discharge order issued to the discharger and administered by the state under the authority of the United States Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations.

(3)

The city may exempt in writing other non-storm water discharges which are not a significant source of pollutants to the city's MS4 or state waters.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-302. - Prohibitions of illicit connections and discharges.

(a) The construction, use, maintenance or continued existence of illicit connections to the MS4 is prohibited.

(b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(c) A person is in violation of this chapter if the person connects a line conveying sewage or pollutant to the MS4, or allows an existing connection to continue.

(d) Illicit connections must be disconnected at the owner's expense in a timely manner.

(e) Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice from the city. The notice will specify a reasonable time period to locate the drain or conveyance, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations shall be documented and provided to the public works department.

No person shall throw, deposit, leave, maintain, wash or rinse, keep any substance that may cause or contribute to pollution, or permit any such substance to be thrown, deposited, left, maintained, washed or rinsed, in or upon any public or private property, driveway, parking area, street, alley, sidewalk, catch basin, manhole, ditch, channel, pond or any other component of the MS4, or state waters. Pollutants for this purpose include but are not limited to oil, solvents, anti freeze, flammables, septage, poisonous or infectious substances, garbage, soaps, acids, bases and sediment. Wastes deposited in streets in a manner allowed by the city for the purpose of collection are exempted from this prohibition. Refer to section 28-103 for exemptions.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-303. - Parking lots and similar structures.

(a) Persons owning or operating a paved parking lot, gas station pavement, paved private street or road, or similar structure or conducting routine building wash downs, shall clean and maintain those structures or areas consistent with the city non-stormwater disposal best management practices prior to discharging to a storm drain.

(b) Newly constructed and significantly remodeled covered parking garages or other covered structures shall be drained into a stormwater system in accordance with this chapter and other Billings ordinances. The owner and operator of a private stormwater collection system may be required to construct control structures to ensure the pre-treatment of such discharges prior to entry into the stormwater system. Existing structures are exempt unless deemed by the city to be a significant contributor of pollution to the stormwater system.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-304. - Outdoor storage areas—Commercial and industrial facilities.

In outdoor areas, no person shall store grease, oil or other pollutants in a manner that will or may result in such substances entering a stormwater system. In outdoor areas, no person shall store motor vehicles, machine parts, or other objects in a manner that may leak grease, oil, or other hazardous substances to a storm drain. To prevent the discharge of hazardous substances to the MS4, the city may require the installation of a spill containment system. Spill containment systems may consist of a system of dikes, walls, barriers, berms, or other devices as required. No person shall operate a spill containment system such that it allows incompatible liquids to mix and thereby create a hazardous condition.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-400. - CONSTRUCTION ACTIVITY

Sec. 28-401. - Required construction submittals.

(a) Any construction within the city's MS4 area shall comply with the provisions of this chapter, city's stormwater management manual, and the state's general permit for storm water discharges associated with construction activity (Montana Code Annotated (MCA) 75-5-101, Administrative Rules of Montana (ARM 17.30.1301 and ARM 17.30.601)). The city will require at a minimum an executed copy of the state standard notice of intent (NOI) form for a storm water discharge associated with construction activity under the general permit and a storm water pollution prevention plan (SWPPP), and a notice of termination (NOT) for construction sites either one acre or larger, for each phase of a construction site that exceeds one acre, or within fifty (50) feet of any water course including irrigation and stormwater ditches for construction sites of less than one acre.

(b) Any person performing support activities related to a construction site (e.g. concrete or asphalt batch plants, equipments staging yards, material storage areas, etc.) within the city's MS4 area may require the following NOI, SWPPP, NOT, similar to the requirements of construction activity provided that:

(1) The support activity is not a commercial operation serving multiple unrelated construction projects and does not operate beyond the completion of the construction activity.

(2) Appropriate controls and measures are identified in the SWPPP for discharge from support activity.

(3) The support activity disturbs an area that is one acre or greater in size or is within fifty (50) feet of any water course.

(c) In accordance with the state's reporting requirements the property owner shall also notify the city when there is any facility contact change, any spill or release, any finding that there has been non-compliance with the SWPPP.

(d) The city shall conduct all inspections of any construction activities requiring a SWPPP for all work within the MS4 area.

(e) The city will enforce the requirements under the state's general permit for storm water discharges associated with construction activity in whole or in part determined by the city's enforcement agent.

(f) The operator shall retain completed and signed copies of the NOI, MDEQ's confirmation letter for receipt of the NOI package, and a SWPPP at the construction activity project site at all times during the coverage period. If the operator does not maintain a permanent office or building at the project site, copies of these documents shall be retained at the operator's office and shall be brought to the project site by the operator responsible for implementation of the SWPPP.

(g) Upon failure of the operator to take corrective actions on or prior to a required date on a reported or observed spill or the potential to release pollutants, including sediment, into the stormwater system, the city may either perform the corrective work or employ contractors to do the same. The contractor shall reimburse the city for all expenditures pertaining to the corrective action in accordance with section 28-505.

(h) The city's enforcement agent has the authority to issue a stop work order pursuant to the remediation of a current violation or the potential of a violation of this chapter in accordance with article 18-300.

(i) An authorized enforcement agent shall establish the appropriate frequencies for inspection of construction stormwater pollution prevention measures or BMPs at all active construction sites.

(j) The permittee or his/her agent will be required to perform regularly scheduled site inspections, at least every fourteen (14) calendar days, and within ten (10) calendar days after major storm events to ensure all BMPs have been constructed and are functioning properly. The purpose of such inspections will be to determine the overall effectiveness of the control plan and the need for additional control measures. Permittee shall document all inspections in writing and made available for review by the city.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-402. - Construction activity on less than one acre.

The city may apply this chapter in whole or in part for construction sites or lots that are less than one acre if it is determined that appropriate good housekeeping practices or best management practices are not being implemented to minimize impacts, such as but not limited to, erosion and sediment transport into public right-of-way or any adjoining property that causes stormwater runoff that exceeds pre-construction activities.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-403. - Construction activity on lots within a master plan development.

Individual lot development regardless of the lot size must follow good housekeeping practices and best management practices as outlined in the SWPPP for the development.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-500. - REGULATIONS AND REQUIREMENTS

Sec. 28-501. - Requirement to control and reduce stormwater pollutants.

(a) *New development and redevelopment.* The city's stormwater management manual outlines appropriate BMPs to control the volume, rate, and the potential of pollutants in stormwater runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants.

(b) *Responsibility to implement BMPs.* Any person or entity engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering stormwater, the MS4 or state waters, shall implement BMPs to the maximum extent practicable to provide protection from discharge into the MS4. BMPs shall be provided and maintained at the owner's or operator's expense. The public works director or designee shall have the authority to require the installation, operation and/or maintenance of BMPs. The public work director shall also have the authority to require the removal of temporary BMPs.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-502. - Requirement to eliminate illicit discharges.

The city may require by written notice that a person or entity responsible for an illicit discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illicit discharges.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-503. - Requirement to eliminate or secure approval for illicit connections.

A person responsible for an illicit connection to the MS4 shall comply with the requirements of this chapter and shall eliminate or secure approval for the connection whether the connection or discharges to it had been established or approved prior to or after the effective date of this chapter. An application seeking approval for the connection shall be submitted in writing to the city public works department's environmental division.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-504. - Watercourse protection.

Any person owning property through which a watercourse passes, or that person's lessee, shall keep and maintain all parts of the watercourse within that property reasonably free of trash, debris, excessive vegetation and other obstacles that would pollute, or significantly restrict the flow of water through the watercourse. The owner or lessee shall maintain any existing privately owned structures within or adjacent to that watercourse, so that those structures will not become a hazard to the use, function or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation unless it is reasonably necessary for maintenance. The owner or lessee shall not remove vegetation if it will increase the vulnerability of the watercourse to erosion. The property owner shall maintain and stabilize the watercourse within the property owner's property boundaries in a manner that will protect against any erosion and degradation of the watercourse originating on or flowing through their property.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-505. - Requirement to remediate.

Whenever the city finds that a discharge of pollutants, within the MS4 area, is taking place or has occurred which will result in or has resulted in pollution of stormwater, the MS4 or state waters, the city will notify the responsible person or entity in writing and give them a reasonable opportunity to remediate the affected property in accordance with the provisions of this chapter using a remediation plan pre-approved by the public works director or designee. The city or a designated contractor may remediate the affected property at the owner's or responsible person's or entity's expense if the owner or responsible person does not take corrective actions within a reasonable time. Remediation plans shall be submitted to the city by the owner or responsible person and approved prior to the start of the remediation. The plan shall include, but may not be limited to, a remediation schedule, a course of action, a list of personnel performing remediation work and a list of equipment to be used.

Whenever a violation of this chapter constitutes an emergency presenting imminent danger of serious injury to persons or property the city may remediate the conditions giving rise to the violation through an available public agency or by contract or arrangement with private persons, and the cost of such abatement shall be paid by the owner of the property.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-506. - Requirement to monitor and analyze.

The city may require any person engaged in any activity or owning or operating any facility which may cause or contribute to stormwater pollution, illicit discharges or non-stormwater discharges to the MS4 or state waters to undertake, at the person's or owner's expense, monitoring and analyses by a state certified laboratory pursuant to the provisions of this chapter, and furnish reports to the city as deemed necessary to determine compliance with this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-507. - Notification of spills.

Notwithstanding other requirements of law, as soon as any owner of or any person responsible for a facility or operation has information of any known or suspected release of pollutants discharging into stormwater, the MS4, or state waters from that facility, that person shall take all necessary steps to ensure the discovery, containment and cleanup of the release. In the event of a release of a pollutant, the person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release not requiring an emergency response, that person shall notify the city by calling the city's public works department environmental division environmental division within twenty-four (24) hours, and providing a written notice thereto within five (5) business days. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or responsible person must make and keep an onsite written record of the circumstances of the discharge and the actions taken to prevent its recurrence. These records shall be retained for not less than five (5) years.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-508. - Discharge pursuant to MPDES permit.

The prohibition of discharges shall not apply to any discharge regulated under an MPDES permit issued and administered by DEQ, provided that the discharger is in full compliance with all requirements of the permit and other applicable laws or regulations. Compliance with an applicable MPDES permit governing discharges into the MS4 shall be considered compliance with this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-509. - Noncompliance with MPDES permits.

Any discharge that would constitute a violation of a MPDES permit and any amendments, revisions or re-issuance thereto, when either separately considered or when combined with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, the permittee shall defend, indemnify and hold harmless the city in any administrative or judicial enforcement action against the permit holder relating to such discharge as provided by applicable rules of law. All persons in charge of a facility are to comply with applicable federal and state laws including facility personnel, training, training record maintenance, training records, maintenance of notification procedures, and implementation of notification requirements for spill response to assure containment, cleanup, and immediate notification to the owner and operator of the MS4. Individuals responsible for spills are to comply with applicable state and federal notification requirements to assure containment, clean up, and immediate notification to the owner and operator of the MS4.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-600. - STORMWATER MANAGEMENT PLANS AND COMPREHENSIVE DRAINAGE PLANS

Sec. 28-601. - Requirements.

To control the quality, volume and rate of stormwater runoff to storm drains and prevent the deterioration of water quality, all new developments and redevelopment projects will be required to submit a stormwater management plan or a comprehensive drainage plan to the city for approval. The stormwater management manual establishes standards and guidelines for implementing BMPs and stormwater management is incorporated by reference and made part of this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-602. - Maintenance of stormwater facilities.

(a) Stormwater facilities shall be maintained by the owner or other responsible party in a condition so that the facilities will function as designed.

(b) Waste shall be disposed of from maintenance of facilities in accordance with applicable federal, state and local laws and regulations.

(c) The owner or other responsible party shall create and maintain records of installation and maintenance and repair for a period of five (5) years and shall be made available to the city public works department upon request.

(d)

Any failure to maintain facilities or to correct deficiencies at facilities within a reasonable time after receiving written notice from the city may result in criminal or civil penalties. The city may perform corrective or maintenance work the owner or responsible person fails or refuses to perform within a reasonable time at the owner's expense.

(Ord. No. 10-5505, § 1, 3-22-10)

ARTICLE 28-700. - INSPECTIONS AND ENFORCEMENT

Sec. 28-701. - Inspection.

(a) The owner or other responsible party shall conduct annual inspections of the facilities and shall maintain records of such inspections for a period of five (5) years.

(b) Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever an authorized enforcement agent has reasonable cause to believe that there exists any condition which may constitute a violation of the provisions of this chapter in any building or upon any premises, the authorized enforcement agent may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon the authorized enforcement agent by this chapter; provided that:

(1) If such building or premises is occupied, he or she first shall present proper credentials and request entry; and

(2) If such building or premises is unoccupied, he or she first shall make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

(c) If permission is refused or denied, or if it is not possible to locate the owner or responsible person and no emergency exists, the authorized enforcement agent shall obtain a warrant before entering the premises. If an emergency exists presenting imminent danger of serious injury to persons or property, the authorized enforcement agent may immediately enter into any building or upon any premises within the jurisdiction of the city for purposes of inspection or abatement.

(d) The city may conduct routine inspections as deemed necessary to carry out the objectives of this chapter, including but not limited to, random sampling and/or sampling in areas with evidence of stormwater pollution, illicit discharges, or similar factors.

(e) Unreasonable delays in allowing the city access to a permitted facility is a violation of a stormwater discharge permit and of this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-702. - Enforcement.

Any of the following shall constitute a violation of this article:

(1) Conducting any land disturbing or construction activity of an area larger than one acre without submitting a notice of intent to the city.

(2) Conducting any land disturbing or construction activity of an area larger than one acre without complying with a NPDES or MPDES general permit for stormwater discharge associated with construction activity requirements at the location where the land disturbance activity has occurred.

(3) Failure to install erosion control devices or to maintain erosion control devices throughout the duration of the soil disturbing activities.

(4) Failure to remove off-site sedimentation that is a direct result of soil disturbing activities where such off-site sedimentation results from the failure to implement or maintain erosion control devices or BMPs.

(5) Failure to repair damaged erosion control devices in a timely manner.

(6) Failure to contain and properly dispose of solid waste, sanitary waste, hazardous waste, chemicals, petroleum products, or concrete truck washout at or from a construction site.

(7) Other situations that result in a non-compliance with this chapter.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-703. - Sampling.

With the consent of the owner or occupant or with authorization from a court of competent jurisdiction, any city enforcement agent may establish on any property such devices as are necessary to conduct sampling or metering operations. During all inspections as provided herein, the city enforcement agent may take any samples deemed necessary to aid in the pursuit of the inquiry or to record the on-site activities, provided that owners or occupants shall be entitled to split samples. Samples shall be collected, stored and transported in conformance with accepted sampling and testing standards, including chain-of-custody.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-704. - Testing and monitoring.

(a) Whenever the director of public works or designee determines that any person engaged in any activity or owning or operating any facility that may cause or contribute to an illicit discharge to the stormwater system, the director of public works or designee may, by written notice, order that such person undertake such monitoring activities and/or analyses and furnish such reports as the director of public works or designee may recommend. The written notice shall be served either in person or by certified or registered mail, return receipt requested, and shall set forth the

basis for such order and shall describe the monitoring activities and/or analyses and reports required. The owner or operator shall perform the actions ordered by the director of public works and shall pay for all costs of these activities, analyses and reports. The recipient of such order shall undertake and provide the monitoring, analyses and reports within the time frames set forth in the order.

(b) In the event the owner or operator of a facility fails to conduct the monitoring and/or analyses and furnish the reports required by the order in the time frames set forth therein, the city may cause such monitoring and/or analyses to occur and assess all costs incurred, including reasonable administrative costs and attorney's fees, to the facility owner or operator. The city may pursue judicial action to enforce the order and recover all costs incurred.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-705. - Notice of violation.

Whenever the city finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the city may order compliance by written notice of violation to the responsible person.

(1) The notice of violation shall contain:

a. The name and address of the alleged violator;

b. The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;

c. A statement setting forth the facts which constitute the violation;

d. A description of the remedial measures necessary to restore compliance with this chapter and a time schedule for the completion of such remedial action;

e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed;

f. A statement that the determination of violation may be appealed to the public works director by filing a written notice of appeal within ten (10) calendar days of service of notice of violation; and

g. A statement specifying that, should the violator fail to restore compliance within the established time schedule, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

(2) Such notice may require, without limitation:

a. Monitoring, analyses, and reporting;

b. Elimination of illicit connections or discharges;

c. That discharges, practices, or operations in violation of this article shall cease and desist;

d.

Abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;

e. Payment of a civil fine to cover administrative and remediation costs; and

f. Implementation of source control or treatment BMPs.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-706. - Continuing violations.

Unless otherwise provided, a person shall be deemed guilty of a separate offense for each and every day during any portion of which a violation of this chapter is committed, continued or permitted by the person and shall be punishable accordingly, as herein provided.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-707. - Violations constituting misdemeanors.

The knowing violation of any provision of this chapter, or knowing failure to comply with any of the mandatory requirements of this chapter shall constitute a misdemeanor.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-708. - Concealment.

Causing, permitting, aiding, abetting or concealing a violation of any provision of this chapter shall constitute a violation of this article.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-709. - Acts resulting in violation of federal Clean Water Act.

Any person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who discharges pollutants, waste or wastewater so as to cause an illicit discharge into the MS4, or who violates any cease and desist order, prohibition, or effluent limitation, also may be in violation of the Federal Clean Water Act and may be subject to the sanctions of that Act including civil and criminal penalties.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-710. - Violations deemed a public nuisance.

(a) In addition to the penalties herein provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter may be considered a threat to the public health, safety, welfare and the environment, may be declared and deemed a nuisance by the director of public works or designee, and may be summarily abated and/or restored by the city and/or civil action taken to abate, enjoin or otherwise compel the cessation of such nuisance.

(b) The cost of such abatement and restoration shall be borne by the owner of the property and the cost thereof shall be a lien upon and against the property and such lien shall continue in existence until the same shall be paid.

(c) In any administrative or civil proceeding under this chapter in which the city prevails, the city may be awarded all costs of investigation, administrative overhead, out-of-pocket expenses, costs of administrative hearings, costs of suit and reasonable attorneys' fees.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-711. - Civil actions.

In addition to any other remedies provided in this section, any violation of this section may be enforced by civil action brought by the city. In any such action, the city may seek, and the court shall grant, as appropriate, any or all of the following remedies:

(1) A temporary and/or permanent injunction.

(2) Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection.

(3) Costs incurred in removing, correcting, or terminating the adverse effects resulting from the violation.

(4) Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life. Assessments under this subsection shall be paid to the city to be used exclusively for costs associated with monitoring and establishing stormwater discharge control systems and/or implementing or enforcing the provisions of this chapter.

(5) Fines to city for MPDES permit violations.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-712. - Administrative enforcement powers.

In addition to the other enforcement powers and remedies established by this chapter, any city enforcement agent has the authority to utilize the following administrative remedies.

(1)

*Cease and desist orders.* When a city enforcement agent finds that a discharge has taken place or is likely to take place in violation of this chapter, the agent may issue an order to cease and desist such discharge, or practice, or operation likely to cause such discharge and direct that those persons not complying shall:

a. Comply with the requirement;

b. Comply with a time schedule for compliance, and/or

c. Take appropriate remedial or preventive action to prevent the violation from recurring.

(2) *Notice to clean.* Whenever a city enforcement agent finds any oil, earth dirt, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or any other material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds or in close proximity to any open drain or ditch channel, which may result in an increase in pollutants entering the storm drain or a non-stormwater discharge to the storm drain, he or she may give notice to remove and lawfully dispose of such material in any manner that he or she reasonably may provide. The recipient of such notice shall undertake the activities as described in the notice within the time frames set forth therein. In the event the owner or operator of a facility fails to conduct the activities as described in the notice, the city director of public works or designee may cause such required activities as described in the notice to be performed, and the cost thereof shall be assessed and invoiced to the owner of the property. If the invoice is not paid within sixty (60) calendar days, a lien shall be placed upon and against the property.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-713. - Nonexclusivity of remedies.

Remedies under this chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-714. - Appeal.

Any person notified of non-compliance with this chapter or required to perform monitoring, analyses, reporting and/or corrective action, who is aggrieved by the decision of the city enforcement agent, may appeal such decision in writing to the public works director within ten (10) business days following the effective date of the decision or written notice. Upon receipt of such request, the city administrator shall request a report and recommendation from the city enforcement agent and shall set the matter for administrative hearing at the earliest practical date. At said hearing, the city administrator may hear additional evidence, and may revoke, affirm or modify the city enforcement agent's decision. Such decision shall be final.

(Ord. No. 10-5505, § 1, 3-22-10)

Sec. 28-715. - Disclaimer of liability.

The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific, engineering and other relevant technical considerations. The standards set forth herein are minimum standards and this chapter does not imply that compliance will ensure that there will be no unauthorized discharge of pollutants into the waters of the United States. This chapter shall not create liability on the part of the city, any agent or employee thereof for any damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. 10-5505, § 1, 3-22-10)

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Big Sky Economic Development donation acceptance for Coulson Park |
| **Presented by:** | Brad Wright |
| **Department:** | Parks/Rec/Public Lands |
| **Presentation:** | No |
| **Legal Review:** | Not Applicable |
| **Project Number:** | N/A |

## RECOMMENDATION

PRPL requests City Council's consent to accept up to $157,500.00 of funds and utilize those funds to further the master plan development at Coulson Park.

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

These funds were raised by Big Sky Economic Development(BSEDA) with the intention to donate the funds towards Coulson Park masterplan development.

## STAKEHOLDERS

City of Billings
City of Billings Residents
Parks, Recreation, and Public Lands
Big Sky Economic Development

## ALTERNATIVES

City Council may: Approve the acceptance and use of funds, or
Not Approve which will not allow further development of Coulson Park per the master plan.

## FISCAL EFFECTS

With the acceptance and use of the funds PRPL does not expect to hire any FTEs. Any additional work created by the use of the funds will be handled in the allotted time that a park employee is already onsite.

## Attachments

Master Plan

# CITY OF BILLINGS
# COULSON PARK FINAL DRAFT MASTER PLAN

PREPARED BY DHM DESIGN | FEBRUARY 4th, 2020

*Aerial view of cliffs from Coulson Park*

# COULSON PARK: FINAL DRAFT MASTER PLAN

JANUARY 2020


Prepared for:
**The City of Billings**
Department of Parks, Recreation and Public Lands
Michael Whitaker, Director
Mark Jarvis, Park Planner

Prepared by:
**DHM DESIGN**
27 East Main Street, Suite D
Bozeman, MT, 59715

In Collaboration with:
**Stahly Engineering**


For further information:
**WWW.COULSONPARK.COM**

*Design team members present to Parks and Recreation Board at August 14, 2019 meeting*

# COULSON PARK
## STEERING COMMITTEE & STAKEHOLDER GROUPS

### STEERING COMMITTEE:

Michael Whitaker – City of Billings Parks & Recreation
Mark Jarvis – City of Billings Parks & Recreation
Scott Walker – City of Billings Planning Division
Mike Pigg – City of Billings Parks & Recreation
Penny Ronning – Billings City Council Member
Kory Thompson – City of Billings Parks & Recreation
Jim Ronquillo – Parks & Recreation Board Member
Terri Walters – Montana Fish, Wildlife and Parks
Chuck Platt – Parks & Recreation Board Member
Steve Arveschoug – Big Sky Economic Development
Shelli Mann – Yellowstone County Lodging Association
Kris Carpenter – BillingsNOW
Boris Krizek – City of Billings Environmental Affairs
Patrick Klugman – Big Sky Economic Development

### STAKEHOLDER GROUPS:

Scott Family Trust
Downtown Billings Alliance
Billings Clinic
Riverstone Health
Billings Chamber of Commerce
Yellowstone Valley Citizens Council
Billings Trail Net
Billings Parks and Recreation Board
Friends of Billings Dog Parks
Our Montana Inc.
Yellowstone River Parks Association
Buchanan Capital Inc.
Yellowstone Historical Society
Western Heritage Center
Yellowstone County Museum
Yellowstone County Commissioners
ExxonMobil
Phillips 66
Montana Sulphur and Chemical
CHS / Cenex
Montana Dakota Utilities
Northwestern Energy
Native American Development Corporation
American Indian Higher Education Consortium
American Indian Coalition Committee
Big Sky Pepsi
Montana Department of Transportation

*Main Street of Historic Coulson Townsite (photo courtesy of Western Heritage Museum, Billings, MT)*

# TABLE OF CONTENTS

**1.0 Introduction**

1.1 Introduction to the Master Plan ..... 6

**2.0 Summary and Background Information**

2.1 Summary of the Master Plan ..... 7

2.2 Master Plan Goals ..... 9

2.3 RELIVE: Yellowstone River History ..... 10

2.4 REVIVE: River Front Land Use ..... 12

2.5 RECONNECT: Billings to the River ..... 14

2.6 RESTORE: Riparian and Riverine Ecology ..... 16

2.7 REENVISION: Gateway to Billings ..... 20

**3.0 Design Process**

3.1 Community Outreach ..... 22

3.2 Preliminary Design ..... 24

3.3 Draft Masterplan Design ..... 27

**4.0 Final Master Plan Design**

4.1 Final Master Plan: Five Areas of the Park ..... 29

4.2 South Park ..... 31

4.3 Central Spine ..... 33

4.4 Coulson Center ..... 35

4.5 River North ..... 37

4.6 Far North Corridor ..... 39

**5.0 Final Master Plan Support Diagrams**

5.1 Masterplan Overlay Analysis ..... 40

5.2 Circulation ..... 41

5.3 Ecology ..... 42

**6.0 Site Phasing**

6.1 Site Phasing ..... 43

**7.0 Appendices**

7.1 Opinion of Probable Cost ..... 45

**8.0 Credits** ..... 53

# 1.1 COULSON PARK MASTER PLAN

## INTRODUCTION

In the summer of 2011 an ExxonMobil oil pipeline ruptured near Laurel, MT, approximately 10 miles west of Billings, resulting in 85 miles of adversely affected natural resources along the Yellowstone River and adjoining shorelines and floodplain lands. The current site of Coulson Park was impacted by the spill resulting in the need to repair, replace, and rehabilitate natural resources affected by the oil discharged into the Yellowstone River.

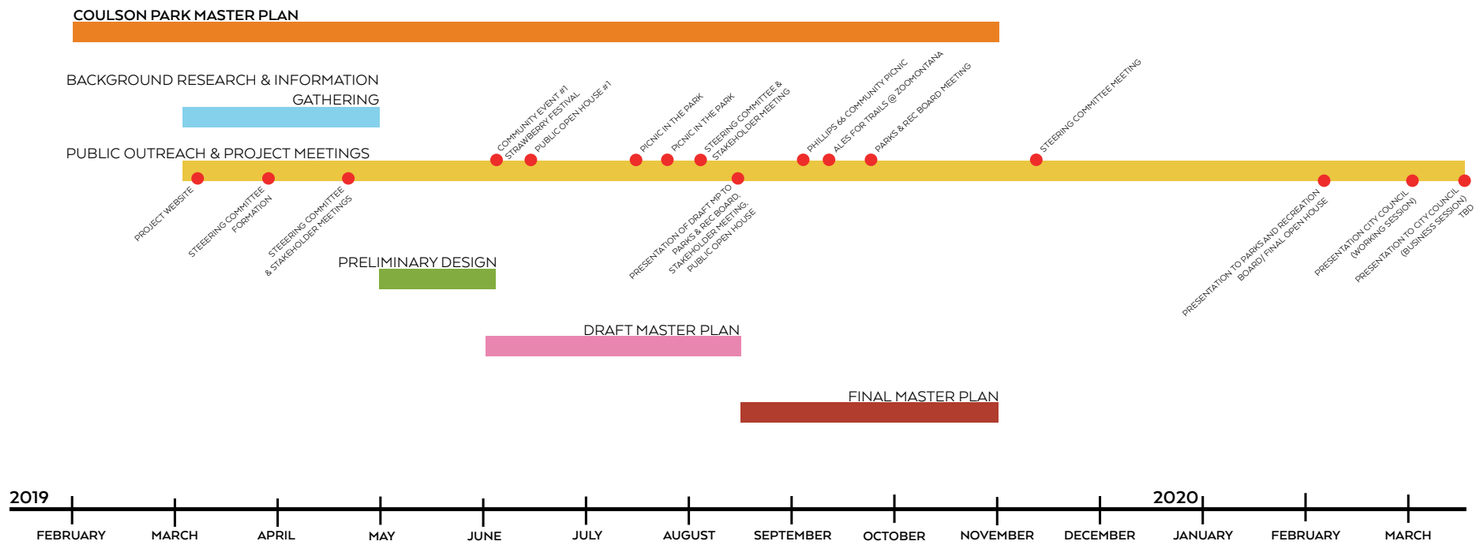
The State of Montana through the Department of Justice Natural Resource Damage Program and the U.S. Department of the Interior worked with ExxonMobil to develop a Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Assessment, issued in January 2017, which led to $9.5 million in restoration projects on the Yellowstone River. In 2017 the State of Montana created a Yellowstone River Recreation Project Advisory Committee to prioritize recreation projects in areas along the river impacted by the oil spill. The advisory committee and the State of Montana Natural Resource Damage Program prepared the Final Yellowstone River Recreation Project Priority Plan issued in May of 2018. The result of the Plan was to identify how $2.3 million in settlement funds would be appropriated to recreation human use services losses identified as general recreation activities, water based recreational activities, and loss of access to the river, river access sites, and parks. The objectives of the selected projects were to identify preferred projects to meet the restoration plan goal of providing additional opportunities to offset existing locations lost due to the spill.

In 2017 the City of Billings, working in conjunction with Big Sky Economic Development Authority, submitted a project abstract application to the Yellowstone River Recreation Project Advisory Committee and were awarded funds for the development of a master plan for Coulson Park. The City of Billings Parks and Recreation Department lead an RFP process for the master planning and community outreach efforts for Coulson Park, from which DHM Design and Stahly Engineering were selected.

The following pages document the culmination of the master planning and public outreach efforts for Coulson Park over the course of 2019 and 2020. The Final Master Plan is the first milestone in the process of re-imagining and projecting a new future for Coulson Park. The following report describes a vision and framework for review, discussion, and decision making. The objectives of the Final Master Plan are to:

- Outline the goals and vision for Coulson Park;
- Provide insight into the community outreach process and how that lead the park design;
- Showcase the Final Master Plan park design and discuss phasing opportunities

## PROJECT TIMELINE



*Picnic in the Park community meeting August 1st, 2019*

# 2.1 SUMMARY OF THE MASTER PLAN

**The final park master plan is a visible statement of current site conditions, future park improvements and supporting information needed to make a successful, realistic transition.**

Every master planning process is unique, owing to the fact that each region, city, and park has a different story to tell. This master plan is a flexible framework for breathing life into the Coulson Park site, one rich in historical, cultural and ecological significance. Master plans are most successful when they represent a vision that brings together the concerns of invested interest groups. Together, their participation creates a ground swell of community and political support.

The completion of this master plan was possible through a robust engagement process, where multiple groups of diverse backgrounds, ages and interests came together and let it be known that they care about the future of Coulson Park. Good master plans involve the community and other stakeholders from the outset, giving the plan a legitimate base and a better chance to come to fruition. While circumstances vary from place to place, the decision to develop a master plan is often determined by the need to understand the current conditions of the park, to generate and build community interest and participation, to create a new and common vision for the parks future, and to develop a clear set of recommendations and implementation strategies.

The design committed its efforts to drawing out Billing's dream for Coulson Park, envisioning a healthy, vibrant riverfront experience for generations of community members and visitors to enjoy.  From the start of the process of completing this master plan, the design team set goals for themselves, for the master plan and for everyone who was involved in the master planning  process to gather behind.  These goals: to re-live history; revive riverfront land use; re-connect Billings to the river; re-store riverine ecology and re-envision the gateway to Billings, comprise the ultimate vision of the master plan - a guiding document intended to help the Billings Parks and Recreation Department re-imagine the future of Coulson Park.

*Coulson Park present day*

*Coulson Park future day*

Midland Empire Society

Local Feature Stories


# The Billings Gazette

SECOND SECTION

VOL. LI.—NO. 31. BILLINGS, MONTANA, SUNDAY, DECEMBER 4, 1938


# MAPS YIELD FACTS ABOUT EARLY-DAY

## Land Office Has Record Of First Survey Made in This Area 60 Years Ago

### Chart Prepared by W. W. de Lacy in 1878 Shows Few Homes That Had Been Established North and West of Yellowstone.

By WAYNE FARLEY.

ONE of the first homesteads granted by the federal government, through the United States general land office, in the area now included as a part of Billings was to Perry W. McAdow in 1879, three years before Billings was founded.

McAdow filed March 8 on all of that portion of section 2, of 1S-26E, which lies west of the Yellowstone river, containing 457.86 acres, and which now is included as a part of the McAdow addition to the city of Billings.

Earlier that year Thomas McGirr had rites on a homestead near the present location of Huntley, which subsequently became known as the Charles O'Donnell place, and later in the same year several other early-day settlers in the region filed on various acreages.

These filings were the first possible because previous to the fall of 1878 the entire area was merely a portion of the vast, unsurveyed regions of the west.

It was not until the late summer and early fall of 1878 that the first surveys were undertaken and completed in the immediate vicinity of where Billings now stands.

The maps drawn by those first early-day surveyors, somewhat the worse for wear during frequent handling in the last 60 years, and records of homestead filings are to be found in the district land office in the federal building in Billings.

These maps and records reveal an interesting story of the settlement of the region to those familiar with them, but are somewhat forbidding to the ordinary layman.

They reveal how, as more and more people moved into eastern and south central Montana, settlements were extended to take in more and more territory, farm and grazing lands were taken up in the then isolated areas, and the white man extended his domination in an ever-widening circle to take in, finally, most of the area formerly occupied by the Indians.

**Makes First Survey.**

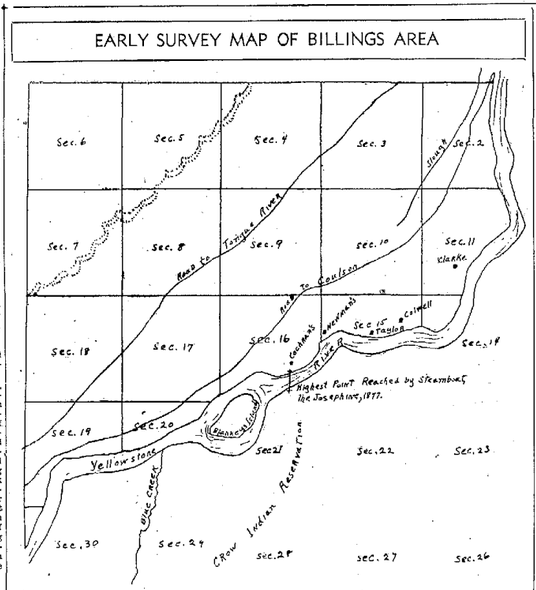
The first survey of the area was made by W. W. de Lacy, under government contract, and included portions of townships 1S-26E and 1N-26E, both of which now are partly occupied by Billings.

At that time, all of the area south of the Yellowstone river was included in the Crow Indian reservation, so de Lacy's survey of 1S-26E included only that portion of the township lying north and west of the river, a total of 8,589.60 acres and Blankley's island in the Yellowstone river, which was located at a point near the present south bridge.

Although Billings was not to be founded until three years later, in 1882, Coulson was a flourishing little settlement at the time of this first survey, and the map shows the old wagon road leading to that community. Another road, running north and almost parallel to the Coulson road, is shown leading to Tongue river.

There were few settlers in the region in 1878, and the homes of those who had settled in the township surveyed were located by small black squares (see accompanying tracing of survey map.)

De Lacy completed the survey in the fall of 1878 and sent it in to the general land office in Washington, D. C., for approval, necessary before homesteads could be filed. Although the map officially was not filed with




The first survey of the area where Billings now is located was made in 1878 by W. W. de Lacy, under government contract. The survey was of 8,589.60 acres of township 1S-26E, lying north and west of the Yellowstone river, upon which a large portion of the city of Billings now is located. The above tracing of that survey shows the locations of the houses of the few settlers then in the area. The top line of the map, the base line, passes through the point where the courthouse now is located. That portion of the township lying south and east of the river, then a part of the Crow reservation, was surveyed first in 1904 by Henry B. Davis.

## BATHHOUSE BEING CONSTRUCTED AT SOUTH PARK POOL TO PROVIDE MODERN FACILITIES FOR SWIMMERS

By PAUL J. MALONE.

Billings swimmers are to get a new bathhouse at South park pool to replace the structure which has served as a change house since the pool was constructed 24 years ago.

Work on the new building has already started and it is expected to be completed in time for the opening of the 1939 swimming season. Fifteen thousand dollars will be expended for the new bathhouse and for swimming pool equipment.

This is the first major change that has been made at the pool since it was opened in 1914. In addition to the erection of the bathhouse, a circulating system is to be installed at the pool so that fresh water will fill the pool at all times. Kenneth Chrysler of the city engineer's office, supervisor of the pool work, said.

**Two Change Rooms.**

The new building is to be 28 feet wide and 168 feet long and will run along the south side of the pool. It will include an office and two change rooms, each being capable of accommodating 300 persons. The facilities for men and boys will be in one large room while the change room for women and girls will have separate dressing booths.

A feature of the new bathhouse is to be the continuous shower and foot bath through which all swimmers must pass before they can enter the pool. Swimmers will enter the house from the south side, receive a basket at the attendant's desk, enter the locker room, change clothes, return the basket containing their clothes to the attendant and then walk through the shower and foot bath en route to the pool. There will be separate entrances and exits for men and women.

**Finished in Stucco.**

The outside of the house is to be finished in stucco. The building will include rest rooms for both men and women in the east end of the structure. These will be for the use of park patrons during the summer, Chrysler said.

The works progress administration is supplying all labor for the project and a portion of the materials. The $15,000 is to be used entirely for equipment and materials.

Circling the pool and bathhouse will be an open wire fence, much the same as the one now around Athletic park on North Twenty-seventh street. There will be no bleachers installed immediately, but park officials and the city engineer's office are contemplating the erection later of some seats bordering the pool.

**Pool Accommodates 500.**

The 62-foot-by-170-foot pool, which is capable of accommodating 500 swimmers at one time and during the summer months handles between 500 and 1,500 swimmers a day, is not to be changed other than having the circulating system installed. The pool is nine feet deep at the east end and three feet deep at the west end. Some new diving equipment may be purchased.

Since the pool was constructed, it

(Continued on Page 6, Column 8.)

## Friends Plan Rites in Honor Of Petzoldt

Testimonial rites and a dinner t recognition of their distinguish missionary service on the Crow In dian reservation will be given in hon or of Dr. and Mrs. William A. Pe zoldt of Lodge Grass on Sunday, D cember 11.

Dr. and Mrs. Petzoldt complete their thirty-fifth year of missionar work among the Indians of the re ervation last Thursday, December and during that period have rendere a valuable service to the Baptist de nomination, of which they are mem bers, and to the Indians.

The testimonial service will tak place in the Chivers memorial chap at Lodge Grass, starting at 10:30 m., with the Rev. Chester A. Bentle missionary pastor, at Crow Agenc presiding as master of ceremonies the service and at the feast whic will follow.

**Studies Indian Life.**

During his career with the Indian Dr. Petzoldt has made an exhausti study of Indian life and customs an has become widely known as a le turer on such subjects. He also ha gained prominence as a contributo to religious and other publication and is listed in "Who's Who in Ame ica."

Both Dr. and Mrs. Petzoldt ha spoken at national and state Bapti conventions, and in churches in eve state of the Northern Baptist conve tion. They have made Lodge Grass familiar name to Baptists.

Possessing outstanding speakin ability, they have come to be in de mand outside of denominational ci cles, and frequently speak to college and high schools, commercial organ izations, women's clubs and to pr fessional and service clubs.

**Born in New York.**

Born at Lowville, N. Y., on Aug. 1872, the son of Mr. and Mrs. Wi liam Frederick Petzoldt, the pastor graduated from the Marion (N. Y Collegiate institute in 1893, from th University of Rochester in 1897, an received the honorary degree of doct of divinity from Linfield college, Mc Minnville, Ore., in 1928.

He was married to Anna F. Kric of Carroll, Iowa, on April 26, 189 and was ordained to the Baptist min istry the same year.

After being ordained, he and Mr Petzoldt moved to Sheridan, Wyo where they served from 1899 to 190 then moving to Lodge Grass aft the Indians had held a council an asked for "this teacher of the Jesu Road."

When they first arrived on the re ervation, there were no Protestan Christians there. Since that time, 3 years ago, they have held more tha 700 baptisms, organized six India churches, and have seen white Bap tist churches established at Hardi Wyola and Lodge Grass as by-pr ducts of the Indian missions.

**Adopted by Crow Tribe.**

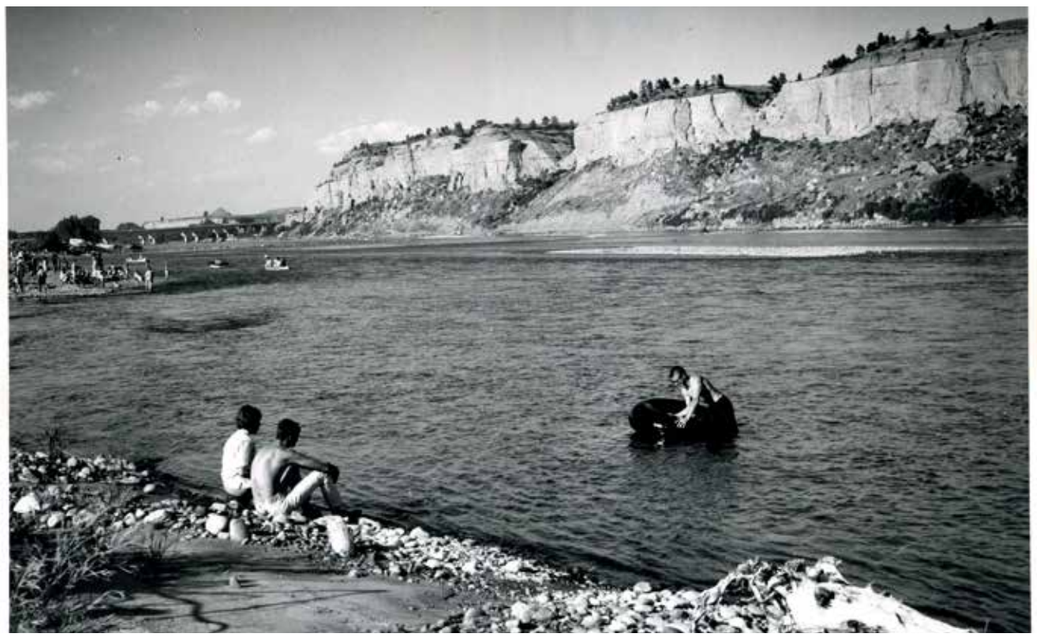
Dr. Petzoldt is the only mission ary ever appointed by the Hom Mission society as a pioneer mission ary to a tribe of Indians and continu ing with that tribe throughout h missionary career. Through the wor that he and his wife have don they have endeared themselves to th Crows and have been adopted in the tribe.

At the testimonial service are e pected representatives of the tw Baptist home societies, the federal gov ernment, the Indian office at Wash ington, D. C., the state of Montan Big Horn county, the Montana Bap tist state convention, the Burlington railroad, church, business and ser vice groups of Billings, Sheridan Wyo., Hardin, Crow Agency, St. Xa vier, Wyola and Lodge Grass, and In dians from the near-by Cheyenne re ervation.

Special music will be furnished b people from Sheridan, the Lodg

Billings Gazette 1938 (photo courtesy Western Heritage Center, Billings, MT)

Yellowstone River - December 1951 (photo courtesy Western Heritage Center, Billings, MT)



Yellowstone River - Summer 1966 (photo courtesy Western Heritage Center, Billings, MT)

## 2.2 MASTER PLAN GOALS

**The transformation of Coulson Park represents an opportunity for Billings to re-imagine the park's future and in turn reflect the values and principles held by the community moving forward.**

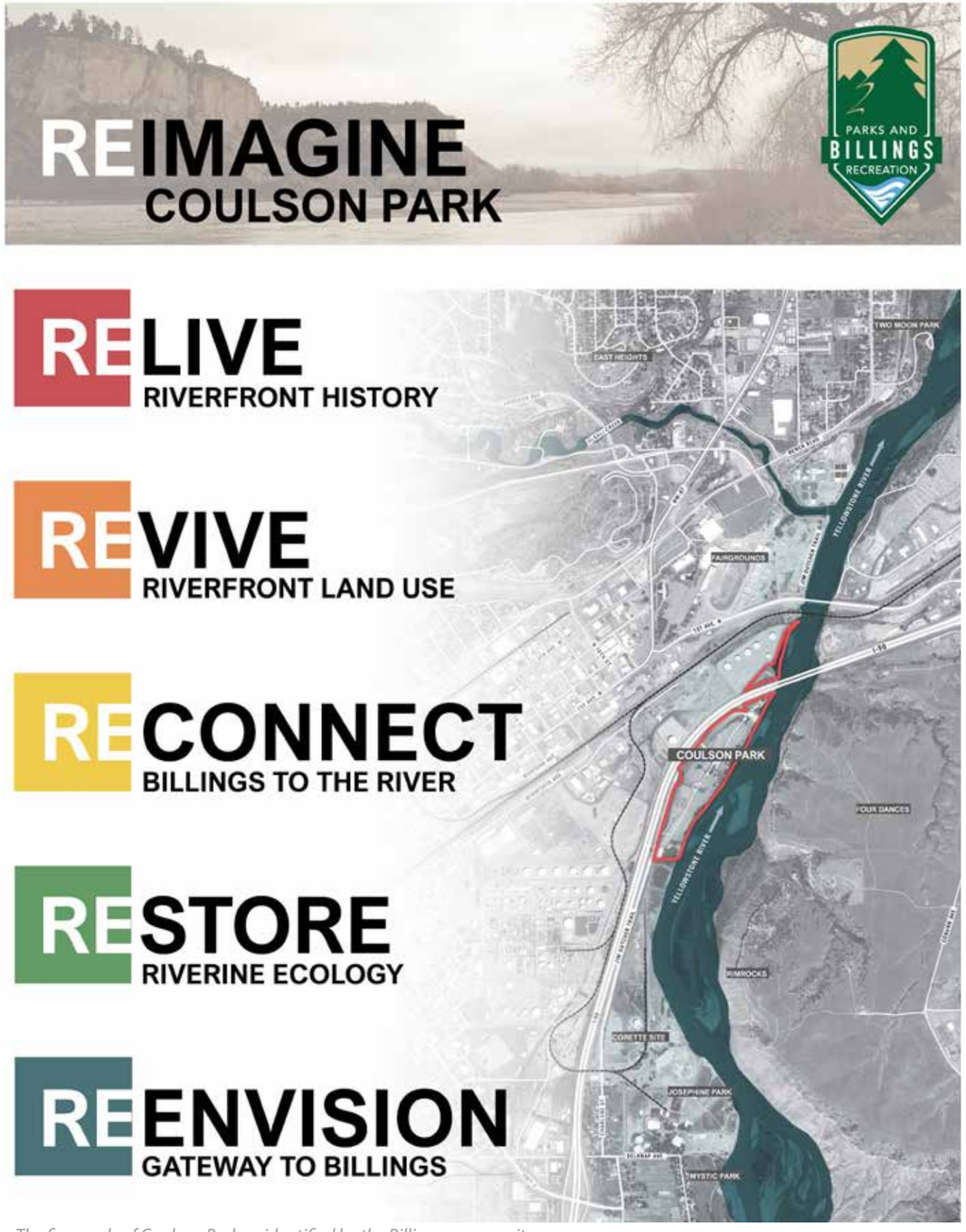
**1. HISTORY**
Coulson Park occupies a portion of the original town site of Coulson, which existed approximately from 1877- 1882. The park presents an opportunity to tell not just the town's story, but the history of all peoples who called the Clark's Fork Bottom and Yellowstone Valley home. There is significant interest in providing a variety of cultural and educational opportunities in the park on the banks of the infamous Yellowstone River.

**2. LAND USE**
The land on which the park resides has been subjected to a range of damaging activities and uses since the early 1900's. The annexation of the site into the city parks system allows for an opportunity to demonstrate the value of park space and become a recreational asset to the community at-large. A range of park amenities is presented within the master plan, ranging from passive park experiences to activity based opportunities, the majority of which respond to the river.

**3. CONNECTIONS**
The location of Coulson Park presents an opportunity to provide a feasible connection between downtown Billings and the Yellowstone River. Efforts are underway to strengthen bicycle and pedestrian connections to the park, leveraging the presence of the heritage trail currently passing through the site. The development of the park also presents an opportunity to consider additional access points to the river and across the river, linking up with the Four Dances Recreation Area.

**4. ECOLOGY**
Coulson Park provides an opportunity to improve, enhance, and expand the ecological and natural resources found along the Yellowstone River and associated floodplain. Proposed park improvements are opportunities for habitat and riparian connections and restoration efforts. The park will showcase native trees and plants, lending a high degree of natural character and aesthetic to the final park design.

**5. GATEWAY**
The park location is one which many people, Billings residents and travelers alike, pass by on a daily basis, with unobstructed views of the park, river, and cliffs beyond. Due to the high visibility of the site it presents the opportunity to act as a gateway into Billings and showcase the values held by the community.




*The five goals of Coulson Park as identified by the Billings community*

# 2.3 RELIVE YELLOWSTONE RIVER HISTORY

**Coulson Park presents an opportunity to showcase the rich history of the site and various peoples throughout time that have called the Yellowstone Valley and Clark's Fork Bottom home.**

The Coulson Park site occupies land once a part of the original town site of Coulson. In the late nineteenth century with the railroad progressing westward and economic activity expanding, merchants and traders from the Bozeman area had their sights set on settling the Clark's Fork Bottom area. With an already established river navigation system in place the Yellowstone Valley was viewed as a critical hub for hauling freight north to the Judith and Musselshell Basins, some of the most productive areas within the Montana Territory at the time. The town of Coulson was strategically located to potentially take advantage of both forms of transit and trade.

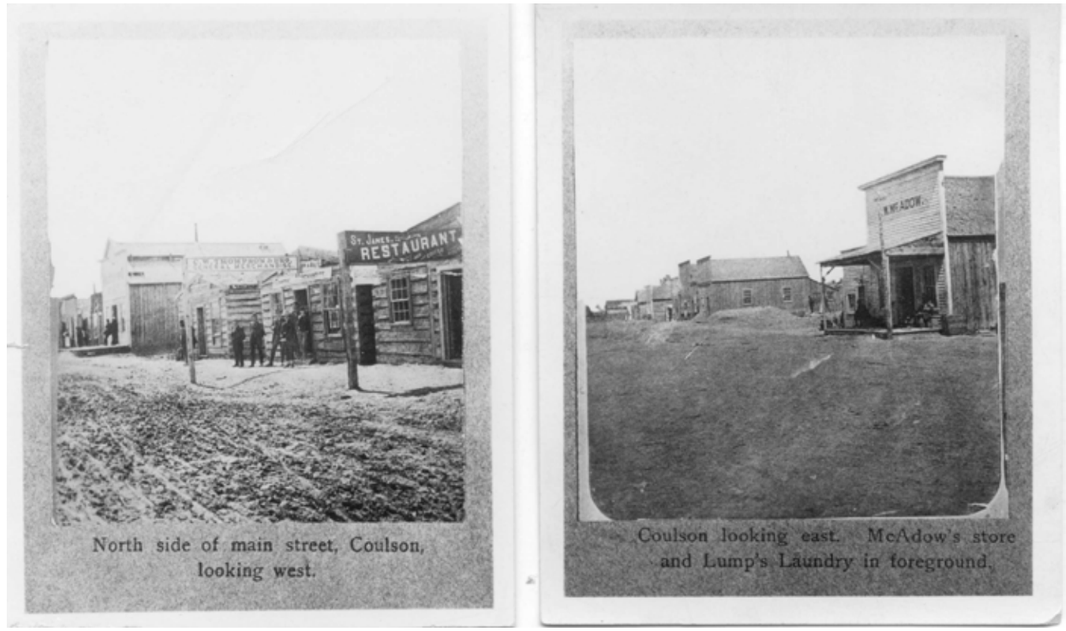
The area had long been at the crossroads of trade, dating to the centuries of barter, subsistence transactions between the region's prehistoric inhabitants. Bands of Mountain and River Crows once traversed the lands, traveling hundreds of miles to established trading centers, where they would exchange goods and materials from far away lands. Soon after these trading patterns expanded to include American and Canadian trappers during the fur trade era. This era of economic dependence and exchange of cultures lasted until more permanent settlements were established in the area, including the park namesake - the town of Coulson.

During the last third of the nineteenth century more permanent settlements started to shape the Yellowstone Valley. In 1870's various settlers were determined to establish a solidified transportation base along the banks of the Yellowstone River. Additionally the beginning of the valley's agriculture cultivation and associated activities were beginning to take root. It was the combination of market access, good quality land, and traffic flow that lead to the establishment of settlements at Canyon Creek, Young's Point, and Coulson. The majority of these communities early settlers came from Bozeman and the Gallatin Valley. These early entrepreneurs utilized existing homesteading laws and the presence of the region's military posts to leverage business ventures and opportunities in the valley.

P.W. "Bud" McAdow of Bozeman, had made money mining for gold, and used those funds to establish a wholesale business in the Gallatin Valley. His early interest in the Yellowstone focused on producing means for transporting goods and provisions to the Crow agency, recognizing that transportation was key to the settlement and development of the valley. After a series of attempts to establish a settlement along the banks of the Yellowstone, in 1877 McAdow went all in and named the location "Coulson" in honor of S.B. Coulson and the Coulson Line steamboat company. Over the next five years Coulson expanded, with historic records reporting that at it's height it had a post office, three general stores, brewery, hotel, five saloons, a saw mill, and up to 30 other buildings by 1882.

Unfortunately for the town of Coulson and its residents, when the railroad did arrive in 1882, an opportunity to claim two side by side sections two miles west lead to the establishment of Billings. For a short time the two towns existed in tandem, connected by a trolley, but over time the economic opportunities of Billings prevailed and in the end Coulson faded away.

*Town of Coulson April 1882 (photo courtesy Western Heritage Center, Billings, MT)*




*Main Street in town of Coulson 1882 (photo courtesy Western Heritage Center, Billings, MT)*

## COULSON PARK RELIVE
RIVERFRONT HISTORY

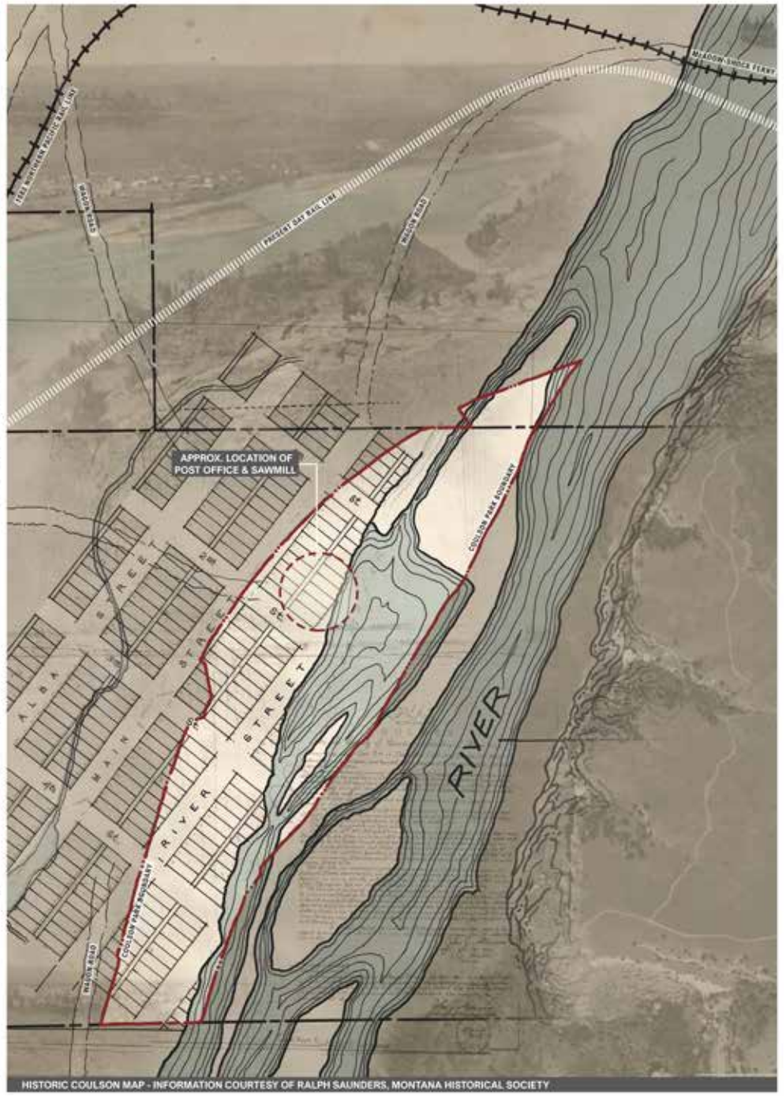
**GOALS**
- SHOW HISTORIC TOWN SITE WITHIN PARK
- LEVERAGE INFORMATION FROM ALL GROUPS THAT CALLED CLARK'S FORK BOTTOM HOME
- FEATURE INTERPRETIVE SIGNAGE, TIMELINE, STORYBOARDS TO FACILITATE EDUCATION

CRAM'S 1880 MAP

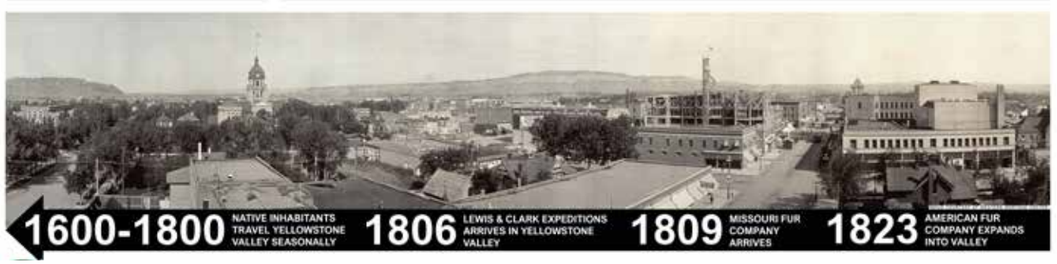
PLAT MAP OF COULSON

1882 CUSTER COUNTY EARLY BILLINGS PLAT

OLD ROAD TO COULSON DeLACY MAP



HISTORIC COULSON MAP - INFORMATION COURTESY OF RALPH SAUNDERS, MONTANA HISTORICAL SOCIETY




## COULSON PARK RELIVE
RIVERFRONT HISTORY

**GOALS**
- SHOW HISTORIC TOWN SITE WITHIN PARK
- LEVERAGE INFORMATION FROM ALL GROUPS THAT CALLED CLARK'S FORK BOTTOM HOME
- FEATURE INTERPRETIVE SIGNAGE, TIMELINE, STORYBOARDS TO FACILITATE EDUCATION

CROW RESERVATION IN MONTANA

CROW TRIBE CARRYING TIPI

STEAMER JOSEPHINE 1874

WAGON ROADS LEAD TO AND FROM COULSON

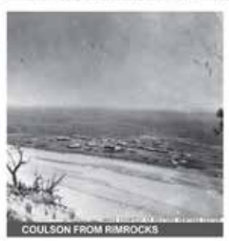
VIEW OF COULSON SETTLEMENT FROM THE NORTH

1882 COULSON STREETSCAPE

1882 COULSON MAINSTREET

1880'S COULSON MAINSTREET

FREIGHTERS OUTFIT COULSON LATE MAY 1882


COULSON FROM RIMROCKS

COULSON FROM RIMROCKS

MRS. BAUMGARTNER STANDING ON TOP OF RIMROCKS 1910

PICNIC IN COULSON

RAILROAD BRIDGE

BRIDGE CROSSING NORTH OF COULSON

*Presentation boards highlighting early history of site and town of Coulson*

# 2.4 REVIVE RIVER FRONT LAND USE

**The land on which Coulson Park resides has long suffered due to industrial, mining, and other harmful utilizations of the land. Understanding these past and present day activities is critical when considering the future of Coulson Park.**

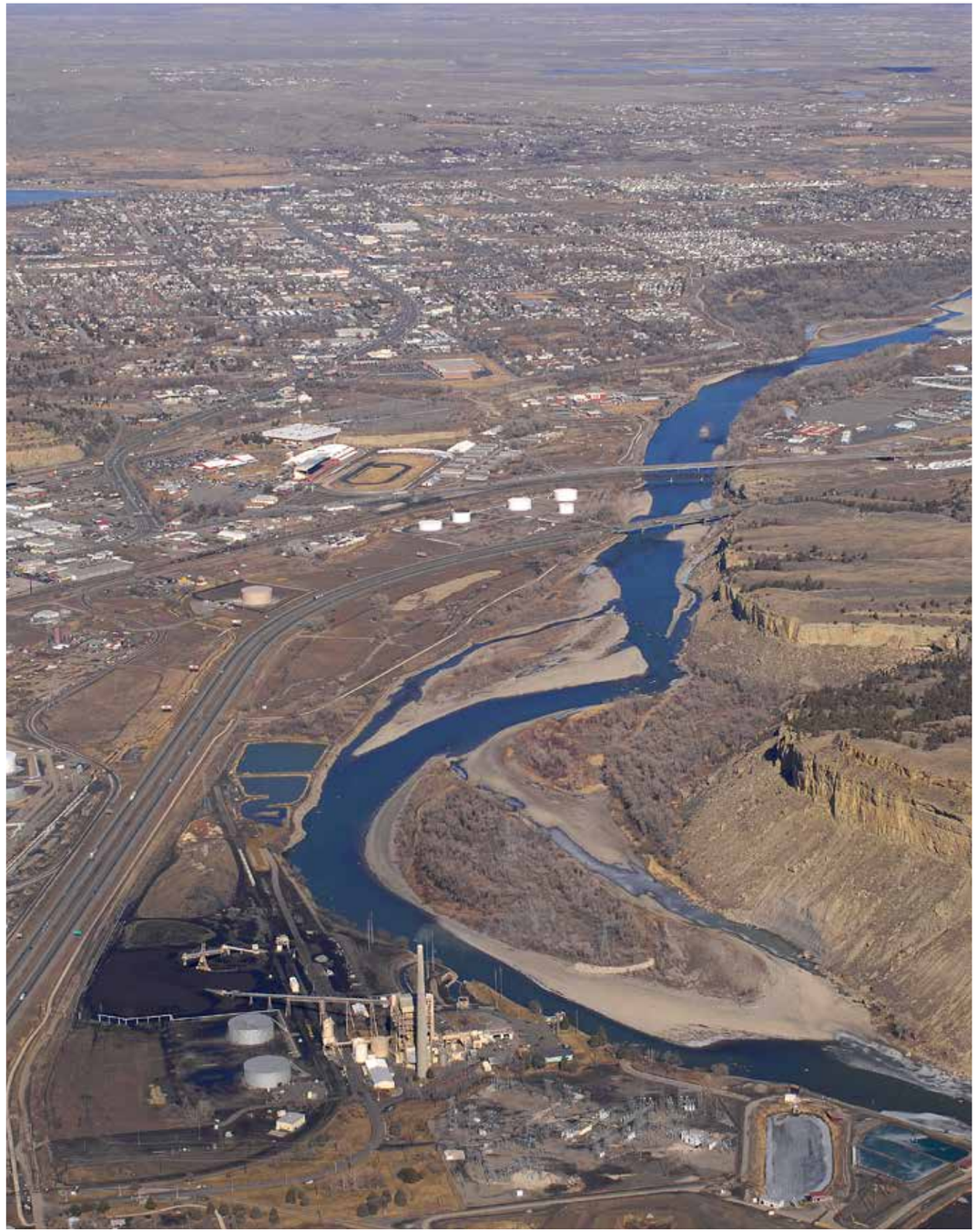
In the early twentieth century, with Billings firmly established as the regional economic and transportation center within the Yellowstone Valley, the town of Coulson and the land it occupied along the river, shifted into a pattern of industrial uses and neglect. Historical records indicate that the Yegen Brothers Power Plant was constructed on site over the course of the years spanning 1902 - 1908. The power plant was shown on the city of Billings maps until 1935, but by 1940 aerial photography shows that only the foundation of the plant remained.

In the year 1940 the Coulson site was officially used as the City of Billings landfill (though it had likely operated as a local dump for the decades leading up to this official designation). Over the course of nearly a twenty year period landfill operations took place on site. Car bodies were used as rip rap to embank the river. Garbage was brought into the site over the course of a work day and then burned at the end of the day and pushed into the river. During this time period it has also been documented that the City of Billings operated a sand and mining operation in the area. In 1959 the landfill officially closed and sometime during the 1960's became a city park.

Around the same period of time some of the surrounding industrial landowners constructed pipelines through the Coulson Park site, many of which are still active today. At present Cenex, Montana Dakota Utilities, and Phillips66 operate active pipelines within the Coulson Park boundaries. These pipelines are largely routed along Charlene Street on the westside of the park. Montana Sulphur and Chemical has a decommissioned line on site, which does at times cut through more of a central portion of the park.

The design team has met with the different pipeline company representatives to gain an understanding of some of their ongoing maintenance and operations needs on the active pipelines. Based upon these conversations and historical landfill data presented above the design team makes the following recommendations as applies to the master planning of Coulson Park:

- Map extents of former landfill; minimize excavation operations within landfill zone
- Maintain minimum 48" earth cover on top of pipelines
- Keep all trees minimum 25' distance away from pipelines
- Keep all structures minimum 50' distance away from pipelines
- Notify companies prior to any construction work



*2007 aerial of Coulson Park and surrounding area (photo courtesy Western Heritage Museum, Billings, MT)*

# COULSON PARK REVIVE

RIVERFRONT LAND USE

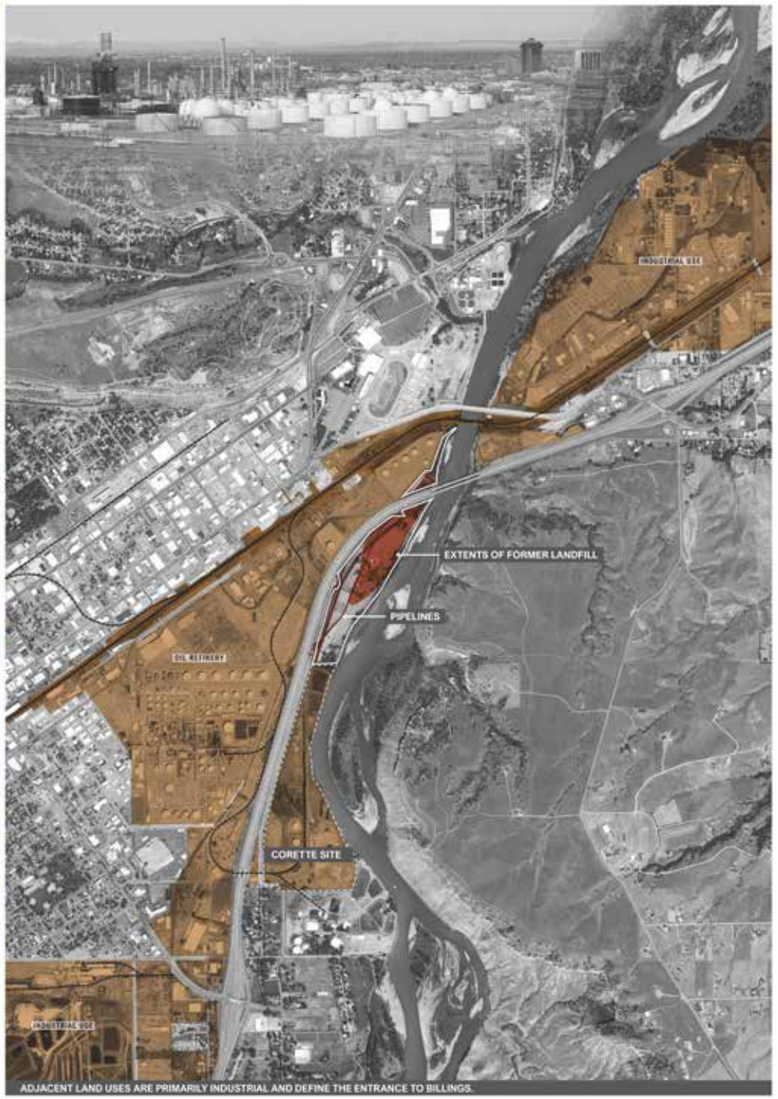
GOALS

- PROVIDE SPACE THAT IS FLEXIBLE AND RESILIENT TO CHANGE
- OFFER PARK AMENITIES FOR YEAR-ROUND USE
- PRESERVE NATURAL QUALITIES OF THE SITE

COULSON PARK SITE USED AS BILLINGS DUMP

COAL FREIGHT MOVING THROUGH BILLINGS

THE CORETTE SITE SOUTH OF COULSON PARK



ADJACENT LAND USES ARE PRIMARILY INDUSTRIAL AND DEFINE THE ENTRANCE TO BILLINGS.

# COULSON PARK REVIVE

RIVERFRONT LAND USE

GOALS

- PROVIDE SPACE THAT IS FLEXIBLE AND RESILIENT TO CHANGE
- OFFER PARK AMENITIES FOR YEAR-ROUND USE
- PRESERVE NATURAL QUALITIES OF THE SITE

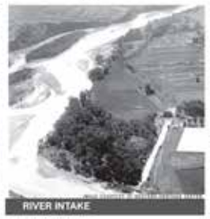
SIGN ON RIMROCKS BEYOND FAIRGROUNDS

VIEW OF FAIRGROUNDS

RIVER RECREATION IN THE 1960'S

VIEW OF FAIRGROUNDS

CORETTE FROM ABOVE


RIVER INTAKE

BILLINGS FROM ABOVE

FAIRGROUNDS FROM ABOVE

VIEW ACROSS RIVER FROM CORETTE SITE

COULSON LANDFILL 1961

AERIAL VIEW 2007

*Presentation boards highlighting the past uses of park land throughout the twentieth century*

# 2.5 RECONNECT BILLINGS TO THE RIVER

**The proximity to downtown Billings presents an opportunity to establish a meaningful connection between the city and the Yellowstone River. It is also encouraged to examine potential connections across the river to the Four Dances Recreation Area and how Coulson Park can enhance the bike and pedestrian networks.**

Coulson Park occupies a wedge of land positioned between the Yellowstone River to the east and I-90 to the west. While the site is highly visible from those traveling on the interstate, vehicle access to the park is challenging. Presently the park is accessed by vehicle from South 27th Street, turning north onto Garden St, west onto Belknap St, and then north onto Charlene St. Visitors continue on Charlene St past the old PPL Corette Power Plant site and eventually arrive at the southern Coulson Park parking lot. Unfortunately because of the park's unique location there are no financially feasible options available to provide an additional vehicle access point to the park. This constraint is a factor which must be considered when thinking about future park programming and activities.

Bike and pedestrian users arriving to the park are most likely to use the Jim Dutcher Heritage Trail which passes through the site. The 10-foot wide concrete paved trail provides access south to Mystic Park and north into backside of MetraPark, with further connections to Two Moon Park and up into the Billings Heights neighborhood. There are a number of additional informal unpaved trails throughout the park, in particular along the bank of the river.

One must also consider the river as a means of transportation and arrival or departure from the park site. Presently there is a boat ramp and launch for boat put-in and take-out related river activities.

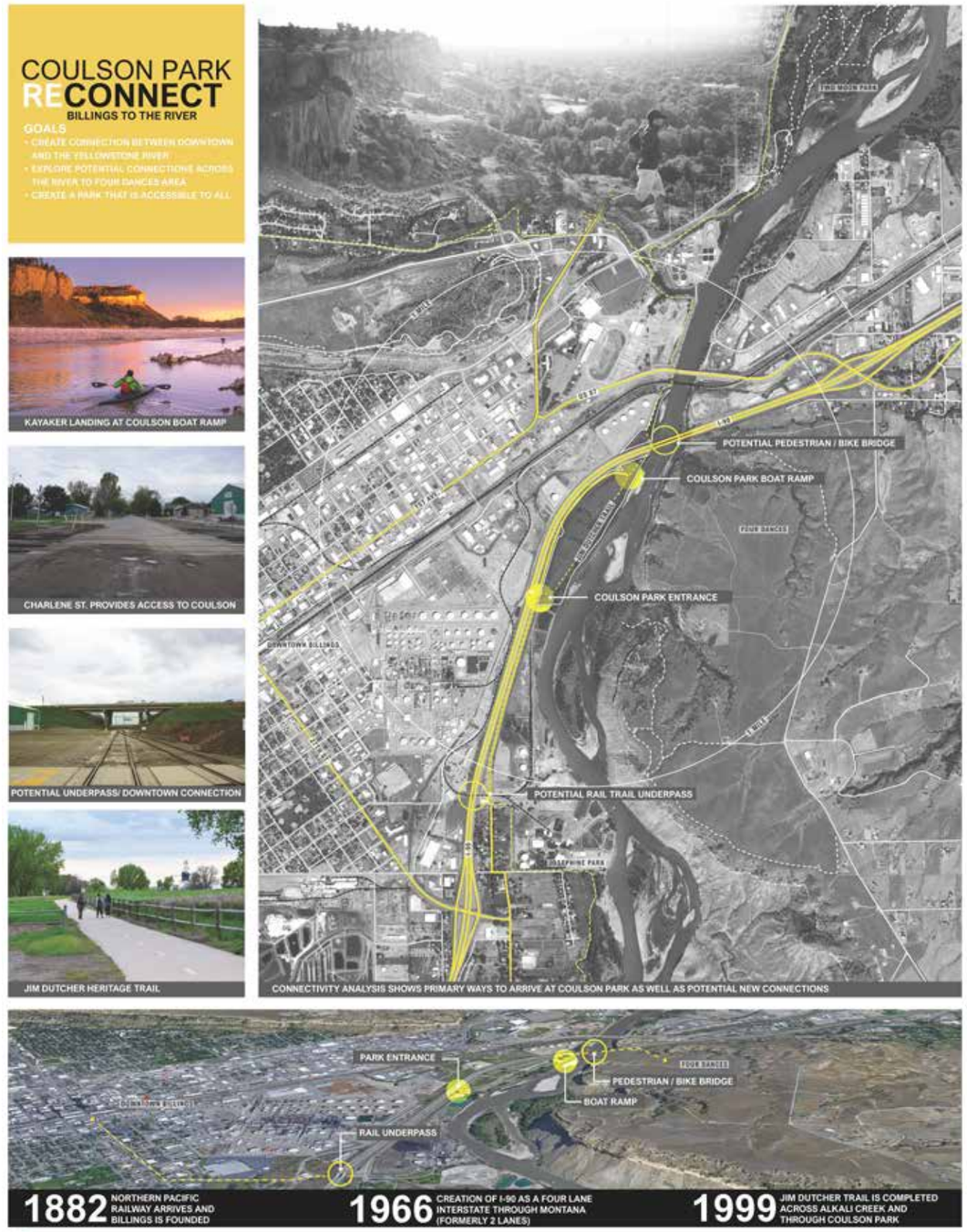
Based on some of the opportunities and constraints mentioned above, the project design team makes the following recommendations as applies to the master planning of Coulson Park:

- Continue conversation with necessary parties re: providing vehicular and/or bicycle and pedestrian access point at Lillian Ave / Erie Dr railroad spur underpass; this would provide means for those visiting Coulson Park to bypass residential neighborhood and is a more direct connection to downtown Billings

- Work with Montana Department of Transportation in design of replacement bridge over Yellowstone River; this is a near-term project for MDT and the project team strongly recommends continued conversations with them obtain a bike / ped separated bridge, linking Coulson Park with the Four Dances Recreation Area and areas east

- Support Marathon Loop trail network efforts to complete gaps of missing trail segments; completion of the loop trail will provide access to a wide range of citizens

- Provide access / connection points to Corette site for future expansion




*Presentation board examining local and regional connections to Coulson Park*

*I-90 Bridge crossing over Yellowstone River - slated for replacement by MDT*

*Existing Jim Dutcher Heritage Trail supports many user different user types*

*Existing rail spur underpass below I-90 - new connection potential to downtown Billings*

*Proximity of Coulson Park and Downtown Billings*

# 2.6 RESTORE RIPARIAN AND RIVERINE ECOLOGY

**Coulson Park provides an opportunity to improve, enhance, and expand the ecological and natural resources found along the Yellowstone River and associated floodplain.**

The Yellowstone River is the main hydrological feature near Coulson Park. A U.S. Geological Service (USGS) gaging station is located approximately one mile down gradient from the site. The station number is 6214500, and has been used intermittently since 1904. The Yellowstone River at the point of the gaging station (river mile 360.3) drains 11,795 square miles. The Yellowstone River has an average flow of approximately 7,000 cubic feet per second (cfs) and a base flow of 27,500 cfs. The legal description of the gaging station is Southeast ¼, Southeast ¼, Southeast¼, Section 27, Township 1 North, Range 26 East of the Montana Principle Meridian. The station has been surveyed on NAD 27 horizontal datum and NA VD 29 elevation datum.

**Regional Geology**

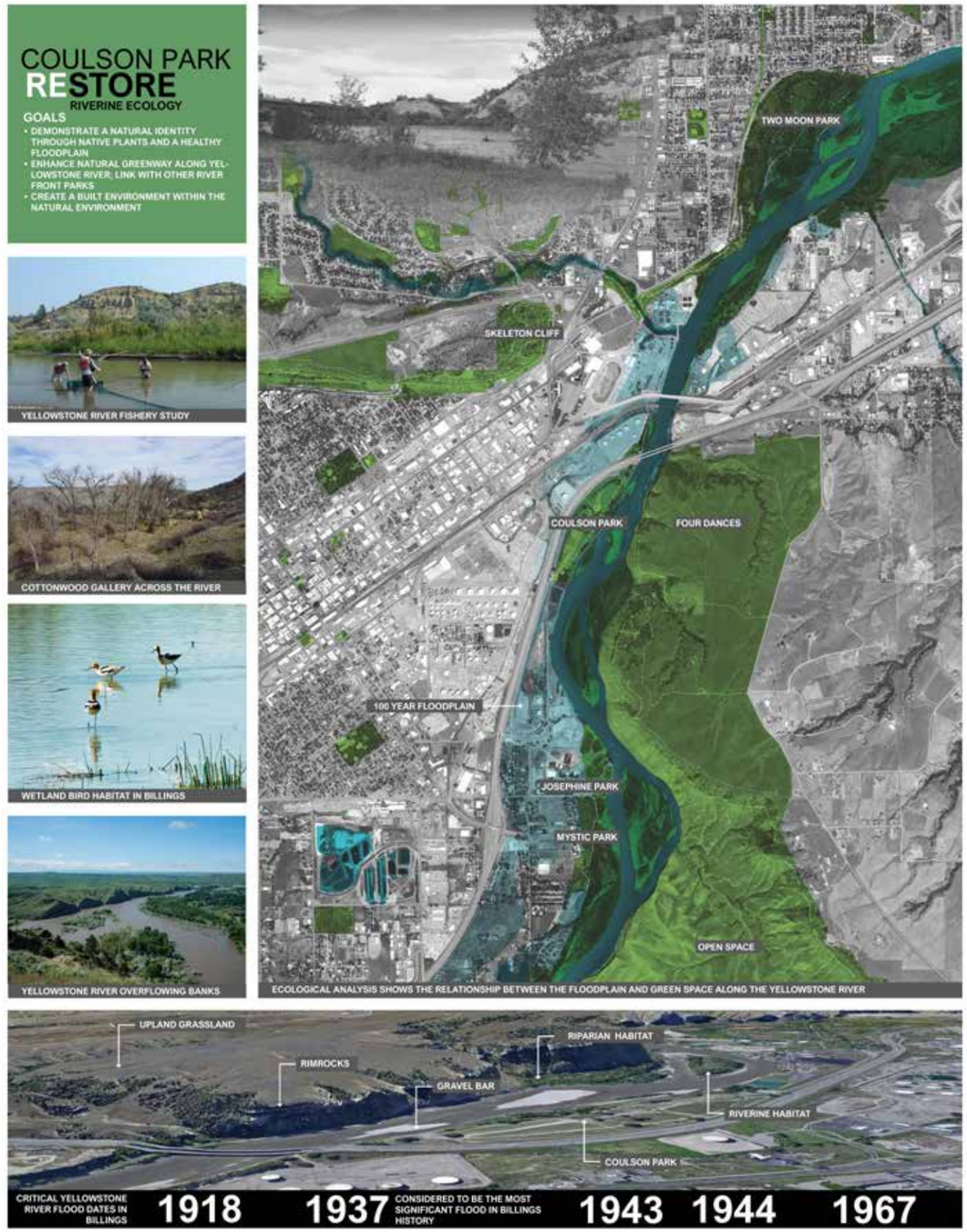
The main geologic formations that are present at Coulson Park are Quaternary Alluvium and Holocene and Pleistocene alluvial terrace gravels. These geologic units have been described on the USGS Geologic Map (Lopez, 2000) as follows:

- Quaternary Alluvium (Holocene): gravel, sand, silt, and clay along active channels of rivers, creeks, and tributaries. Coarse, well-rounded gravel restricted mainly to the Yellowstone River drainage.
- Alluvial Gravel, Terrace Level 1: (Holocene and Pleistocene): gravel underlying terraces about 1 to 20 feet above present altitude of the Yellowstone River. Mostly cobbles and pebbles with minor amounts of sand and silt. Clasts are mainly granitic igneous rocks, granitic gneiss, schist, and quartzite, with much less limestone and sandstone 20 to 40 feet thick (Gosling and Pashley, 1973).

**Ecological Communities**

Forested Riparian - This vegetative zone includes mature trees over 6 meters (20 feet) tall and is found mostly along the periphery and intermittently throughout the Project Area. The dominant tree species within the Project Area includes: Plains Cottonwood (Populus deltoides) and Narrowleaf Cottonwood (Populus angustifolia).

The Riparian Scrubland / Scrub Shrub Wetland zone within the Project Area is dominated by woody vegetation less than 6 m (20 feet) tall. The species include true shrubs, young trees, and trees or shrubs that are small or stunted because of environmental conditions. The most dominant vegetative class of within the Project Area, this system occurs on both sides of the river and includes the following dominant vegetation types: Sandbar willow (Salix exigua), Mountain willow (Salix monticola), Bebs willow (Salix bebbiana), Geyer willow (Salix geyeriana), Whiplash willow (Salix lucida), Wax current (Ribes cereum), Shrubby cinquefoil (Dasiphora fruticose) and Silver sage (Salvia argenea).




*Presentation board highlighting surrounding parks, open spaces, and natural areas adjacent Coulson Park*

**Wildlife**

A review of Montana Fish, Wildlife and Parks GIS database was conducted to understand wildlife usage on the property. There are no mapped habitats, game management units, or access points located within the project area. On site investigations and review of aerial imagery suggest that there is potential raptor habitat located within and adjacent to the project area. Additionally, a review of U.S. Fish and Wildlife's Information, Planning, and Consultation (IPAC System) was conducted to evaluate potential habitat for Threatened and Endangered Species (T&E). There is no mapped critical habitat located within the project area. A list of potential migratory birds that are protected under the Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act are included in Table X below.

Game fish species in the Yellowstone River within the project area include the following species: Rainbow trout (Oncorhynchus mykiss), brown trout (Salmo trutta), channel catfish (Ictalurus punctatus), smallmouth bass (Micropterus dolomieu), Sauger (Sander canadensis), and walleye (Sander vitreus).

**Table X - Potential Migratory Bird Occurrence List (USFWS - Coulson Park)**

| Common Name | Scientific Name | Breeding Timeframe | Notes |
|---|---|---|---|
| Bald Eagle | *Haliaeetus leucocephalus* | 12/1 - 08/31 | This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Ace or for the potential susceptibilities in onshore areas from certain types of development or activities. |
| Golden Eagle | *Aquila chrysaetos* | 01/01 - 08/31 | This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCR) in the continental USA. |
| Brewer's Sparrow | *Spizella breweri* | 05/15 - 08/10 | This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCR) in the continental USA. |
| Clark's Grebe | *Aechmorphus clarkii* | 01/01- 12/31 | This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska |
| Lewis's Woodpecker | *Melanerpes lewis* | 04/20 - 10/30 | This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska |
| Pinon Jay | *Gymnohinus cyanocephalus* | 02/15 - 07/15 | This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska |

*Presentation board highlighting ecological communities and floodplain boundaries on site*

**Brownsfield Study Review**
**Phase II Environmental Review – Final**
**Site Lithology – Dump Site**

Soil sampling was conducted as part of a Brownsfield Study on the site in 1998 / 1999. The lithology encountered in the three boreholes was fairly consistent. Lithology generally consisted of silty and clayey sand containing wood, brick, glass and metal fragments (fill) to a depth of 8 to 11 feet below ground surface (bgs) underlain by alluvial sands and gravels to 15 feet bgs. Groundwater was encountered in the alluvial sands and gravels at the depth of 9 to 11 feet bgs.

In a review of field results and analytical data, petroleum hydrocarbons were present in soil and groundwater samples collected from each monitoring well location. Dissolved metal concentrations of iron and manganese, exceeding WQB-7 secondary standards, were also detected in groundwater samples from all three wells. Additionally, upon review of PID readings and observations during drilling, the vadose zone soils appear to have lower hydrocarbon concentrations than the soils below the water table. This would suggest that the soil and dump fill materials encountered in the wells above the water table are not the contributing source to the groundwater hydrocarbon impact. According to the report, the analytical data and the measured groundwater gradient, it appeard that the petroleum hydrocarbons present in the three monitor well locations are being transported by groundwater from a source area located up-gradient of, or very near monitor well MW-3. As expected in this scenario, groundwater concentrations for BTEX/GRO decrease in monitoring wells towards the Yellowstone River. Additionally, review of the chromatogram of the groundwater sample collected from MW-3 indicates that the gasoline constituents appear to be composed of fresh, unweathered gasoline. Potential sources of the hydrocarbon impacts may be from one or more of the underground petroleum pipelines buried up-gradient of MW-3, or some other unidentified source(s).

**Phase I Findings 2005**

In 2005 Pioneer performed a Phase I Brownfields Site Assessment for the Coulson Park Site located in Billings, Montana. This was completed in conformance with the scope and limitations of ASTM Practice E 1527-00 (ASTM 2000a) and applicable EPA rules and guidance.
The Coulson Park Site is located over a historic city landfill and adjacent to industrial properties. Numerous known and/or potentially contaminated sites are located in close proximity to the Coulson Park Site. The following list summarizes the recognized potential adverse environmental conditions in connection with the Coulson Park Site:

- Residual hydrocarbon contaminated groundwater and soils along the Conoco Phillips pipeline leak site;
- Potential for contaminated groundwater to migrate from the up-gradient sites to and across the Coulson Park Site;
- Potential for unknown pockets of contamination to exist in the historic landfill debris;
- Potential unknown leaks or spills of petroleum hydrocarbons along pipelines, which travel through the Coulson Park Site;
- Potential for landfill debris to surface in areas with inadequate soil cap and pose health and or safety risks;
- Potential for contaminated groundwater seepage to surface along the bank of the Coulson Park Site; and
- Potential for the surface water quality to pose a health risk along the side channel to be degraded from the historic activities at the Coulson Park Site and/or up-gradient properties.

**Bank Erosion Potential**

Bank erodibility factors and hazard ratings have been identified by Rosgen (1996) (Appendix E). Streambank erodibility factors include:

- Bank Height vs. Backfill Depth
- Bank Angle
- Density of Roots, Bank Surface Protection, Percent of Total Bank Height with Roots
- Soil Stratification
- Particle Size

With the exception of a limited area with a low bank angle and small areas with significant vegetation, the streambank along Coulson Park exhibits high or high/moderate erosion potential in all categories and needs protection.

*Aerial of the Yellowstone River*

**Conclusions**

Based on the findings from the Phase I and Phase II study's, and according to the finding opinion from Pioneer, the Coulson Park Site may contain any or all of the potential adverse environmental conditions listed in their Phase I report.

The research that was conducted by Pioneer indicates that known adverse environmental conditions caused by the pipeline leak have been monitored and the data indicates improved groundwater quality in conjunction with the known hydrocarbon leak; however, non-hydrocarbon analytes such as nitrate/nitrite, sulfate, ammonia, phosphorus, and heavy metals may continue to be present at the site and should be evaluated to determine if the concentration level of these analytes pose any risks to the environment and/or public health and safety. In addition, due to presence of nitrate/nitrite, sulfate, and ammonia in previous groundwater seepage samples and the nature of up gradient property uses, Pioneer recommended any future sampling of groundwater seepage along the eastern bank of Coulson Park should include analysis for coliform.

The bank of the Yellowstone River adjacent to Coulson Park has experienced erosion. Changes in the Yellowstone River over time have resulted both from natural flood events and the activities of man. The erosion has resulted in loss of park area and the exposure of fill from the historic Billings landfill. It is recommended that the bank be protected with rip-rap to prevent further erosion.

**Restoration Concept**

The Project Area restoration concept focuses on two main ecologic communities, riparian and wetland. For the purpose of this report and based on stakeholder goals, upland communities are reserved for future restoration opportunities. The surveyed riparian and wetland communities are recommended for preservation, enhancement or creation.

- Preservation - The protection of intact and functioning wetland or riparian habitat through ecologic and landscape planning and site development.
- Enhancement - The restoration of partially functioning healthy wetlands and riparian areas. This can include noxious weed elimination, planting, seeding, and other restoration techniques.
- Creation - Identifying and re-establishing areas that are heavily degraded but have the opportunity due to location and surrounding vegetation for full restoration activities resulting in the creation of a new wetland or riparian area.

These opportunities are mapped on and shown on page 15. All priorities and decisions about restoration actions should be guided by stakeholder goals and values.

**Riparian Restoration Opportunities**

As discussed in the existing conditions section, the health and quality of the riparian environment within the Project Area is good.

**Riparian Preservation**

Riparian preservation includes developing a regular monitoring and maintenance plan to preserve the existing high quality riparian habitat. Monitoring noxious and native vegetation will preserve and sustain current riparian conditions. By limiting access to sensitive areas and minimizing disturbance by directing human traffic through way-finding and the creation of designated, formalized paths can greatly reduce impact to these areas.

**Riparian Enhancement**

Riparian enhancement will improve exiting conditions to increase habitat value. This is done through the development and implementation of a weed management plan to control noxious vegetation, identifying aboricultural maintenance needs/plans and increasing plant diversity through planting and seeding. The resulting enhancement will provide increased habitat value for wildlife and improve overall ecological conditions.

**Riparian Creation**

Riparian creation is the most intensive of the three types of restoration. This involves grading the topography to create elevations with the appropriate available water to support native riparian vegetation plantings. Areas identified within the report are immediately adjacent to the river bank and are located in close proximity to the river water table. Areas identified for bank stabilization as part of river improvements are ideal locations for this recommended intervention as bank stabilization and riparian creation are both interventions with overlapping goals.

*Recreationalists enjoying the Yellowstone River*

# 2.7 RE-ENVISION THE GATEWAY TO BILLINGS

**Coulson Park provides an opportunity to act as an eastern gateway into Billings, and showcase community values and principles as they relate to recreation and natural amenities within the City parks system.**

Coulson Park is approximately 56 acres in total size, wedged between the Yellowstone River to the east and northeast and Interstate 90 to the west and northwest. To the south it is bordered by the former Corette Power Plant site. It is designated a community park within the Billings Parks and Recreation Department system. A park of this size is meant to meet community based recreational needs and provide recreational opportunities to a range of user types, while also preserving unique landscapes and open spaces.

The park is undeveloped except for two vault restrooms, located in the central portion of the property, and a billboard sign, located next to the interstate in the northern portion of the site. A boat ramp / launch is also located at the north end of site, just prior to the interstate bridge river crossing. Several underground pipelines transverse the western portion of the site, and a series of unimproved roads criss-cross the park property. The site is fairly level with a gentle slope down to the northeast. The park supports grass cover and scattered tree areas. The banks along the river shore line are moderately to deeply eroded and range in height from a few feet in the northern portion of the park to approximately 8 feet in the southern portion. A large portion of Coulson Park, approximately 44 acres, is within the 100-year floodplain as mapped by the Federal Emergency Management Act (FEMA). The areas outside of the floodplain run up a central spine of land within the park, and as a result can be more fully developed as this land is not subject to floodplain regulations.

Due the high visibility of the site from the interstate there is an excellent opportunity to showcase the community's values as it relates to recreation and natural amenities. It offers the community an opportunity to highlight the many different cultures present in Billings and provide education and learning opportunities on a range of subjects from history to the environment. Based on some of the opportunities and constraints mentioned above, the project design team makes the following recommendations as applies to the master planning of Coulson Park:

- Activate the park with a mix of programming to meet a range of different user types and user groups; reference 2017 Parks and Recreation Comprehensive Master Plan to understand what types of amenities are missing from the parks systems and what the community desires in terms of potential facilities

- Improve river access through additional trails and other bank improvements to facilitate a variety of river based activities or means for enjoying the river

- Develop Coulson Park in manner to act as an entry gateway into Billings

*Aerial view of Coulson Park, May 2019*

*Aerial view of Coulson Park, May 2019*

*Aerial view of Coulson Park, May 2019*

# COULSON PARK PRESENT DAY

PRESENT DAY DIAGRAM OF COULSON PARK INDICATED BOTH OPPORTUNITIES AND CONSTRAINTS THAT WILL EFFECT THE DESIGN MOVING FORWARD

*Presentation boards highlighting current park site conditions and uses*

# 3.1 COMMUNITY OUTREACH

**At the outset of the project the design team, along with the City of Billings Parks and Recreation Department, have embraced an open dialogue with the community and developed a design that is responsive to diverse public needs and desires.**

At the outset of the project the design team, along with the City of Billings Parks and Recreation Department, have embraced an open and robust dialogue with the community and developed a design that is responsive to diverse public needs and desires. The team has developed the design of the Master Plan around how the programs can best service the community in order to activate the park for current and future generations. In order to align the community's vision with the final plan, four Draft Master Plan options were presented to the public for transparent and open feedback.

Working with the Parks and Recreation Department team a Coulson Park Steering Committee was formed at the beginning of a project to provide focused guidance and strategic direction throughout the course of the project. Key stakeholder groups and organizations were identified and invited to a series of park design discussions over the course of 2019. It was critical to the project team, and the City, that the stakeholders represent a wide range of community interests so that all visions and needs could be captured and incorporated into the final design.

The project team also engaged with the community directly through five (5) Steering Committee and Stakeholder Group meetings, six (6) public open houses, and three (3) local community events. Additionally a project website was established, and regularly updated, to contain all relevant project design information and exhibits for those that were unable to attend the open houses or be engaged with at a community event. As a result 1,951 people, 65% from Montana cities such as Bozeman, Helena, Red Lodge, Missoula, and Butte, and 50% specifically from Billings viewed the website to learn more about the park. Two on-line surveys were developed to provide additional feedback during the Preliminary Design and Draft Master Plan phases to reach a wider audience and user groups within Billings and beyond. The first survey posted on June 7th, 2019 resulted in 34 responses, and the second survey posted on July 30th, 2019 resulted in 118 responses.

These public outreach efforts made the future of Coulson Park a reality. The following list represents the Coulson Park meetings, events, and surveys the community participated in over the duration of the park master planning process:

| 2019 | MEETING/ EVENT | # OF PEOPLE | # OF COMMENTS |
|---|---|---|---|
| April 18th & 19th | Master Plan Kickoff (Steering Committee @ Stakeholder Group | 36 | 36 |
| June 7th | Steering Committee & Stakeholder Group (Preliminary Design options presented) | 30 | 30 |
| June 7th | Opportunities & Constraints survey posted to website | | |
| June 8th | Downtown Billings Strawberry Festival (Open to General Public, Preliminary Design options presented) | 500+ | 75 |
| June 13th | Public Open House (Preliminary Design options presented) | 15 | 12 |
| July 25th | Picnic in the Park (Draft MP Design options presented) | 12 | 12 |
| July 26th | Picnic in the Park (Draft MP Design options presented) | 12 | 12 |
| July 30th | Design Options survey posted to website | | |
| August 1st | Steering Committee & Stakeholder Groups, Picnic in the Park (Draft MP Design options presented) | 45 | 35 |
| August 14th | Parks & Rec. Board Meeting (Public), Stakeholder Group Meeting, Public Open House | 50 | 25 |
| September 5th | Steering Committee & Stakeholder Group Meeting, Phillips 66 Community Picnic | 250+ | 50 |
| September 6th | Ales for Trails @ ZooMontana | 500+ | 100 |
| September 11th | Parks & Rec. Board (Open to General Public) | | |
| November 13th | Steering Commitee Meeting | 12 | 12 |
| **2020** | | | |
| February 4th | Public Open House | TBD | TBD |
| February 12th | Parks & Rec. Board Meeting (Open to General Public) | TBD | TBD |
| March 2nd | Billings City Council Presentation - Working Session (Open to General Public) | TBD | TBD |

*Master Planning Kickoff, April 18th, 2019*

*View of the Sacrifice Cliffs from Coulson Park site*

*Coulson Park Public Open House, June 13th, 2019*

*Image boards used to determine desired park programs*

*Downtown Billings Strawberry Festival, June 8th, 2019*

*Goals for the future park site, presented at the Public Open House on June 13th, 2019*

# 3.2 PRELIMINARY DESIGN

**Early discussions in the design process for Coulson Park focused on the types of programming desired at the site, level of activity, and character of the improvements.**

After the April 18th and 19th, 2019 Kickoff meeting with the Billings Parks and Recreation team, Stakeholders, and Steering Committee the design team started the Preliminary Design Process through a survey asking general questions about current uses within the park and future programmatic priorities. The results, based on 34 responses shown in graph form on the right, provided direction in three key areas:

- Pedestrian, bicycle, and river access users
- Improved vehicular circulation and access
- Active and passive recreational uses

With these concepts the design team began to collect character imagery and generate diagrams with preliminary ideas that drove the overall spatial programming and layout of the park site. The programs were layered with known site constraints and opportunities including the existing floodplain, underground pipelines, access limitations, and historic uses of the site.

- Program "A": Active Program

The Active Program space focused on increasing recreational opportunities throughout the middle core sections of the park with vegetative screening along Charlene Street and the river front area. Active uses such as a bike park, dog park, bouldering areas, sports courts, rope course, rock climbing, youth and tot lot playgrounds were introduced as options to activate the spaces. Access throughout the park was increased with the placement of four parking and/or drop off areas connected by an interior trail network. River access points at the north and south ends of the park provide boat, rescue, and swimming entrances. Terraced seating along the river provides visual and passive opportunities at multiple locations. A central event space provided opportunity for larger gatherings, community activities, or historical interpretations.

- Program "B": Passive Program

The Passive program focuses on maintaining a naturalized, passive program developed in three layers. The first layer is a screening and buffer layer running parallel to Charlene Street, moving into vegetated open space, then a riparian forest along the riverfront. An interior trail network connected the River South Node to the River North node and with a larger multi-modal trail that tied into the southern trail head. Focus was made on developing vegetative screening, upland grasslands, and maintaining more natural systems throughout the park for passive uses.

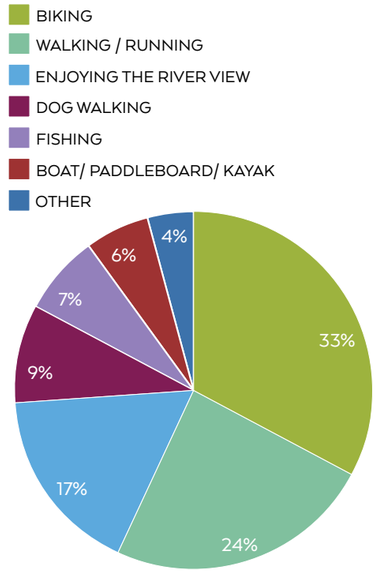
- Program "C": Hybrid Program Active Program

The Hybrid Program, which was the preferred program by the community, was a unique balance between the Active and Passive programs. Large systems of active recreational uses were integrated within the expanses of open and naturalized spaces. This allowed the program to focus on developing a natural buffer between Charlene Street and increase habitat areas along the river front while providing diverse uses throughout the park. Three parking and/or drop off areas were placed at key entry points along Charlene to increase all-age access to nodes such as the River South and North nodes, and the central event space. Pedestrian and bicycle systems were developed through an internal trail system linking the northern and southern areas, with a wider multi-modal path connecting the exiting trail system to the future bike and pedestrian bridge proposed along Interstate 90.

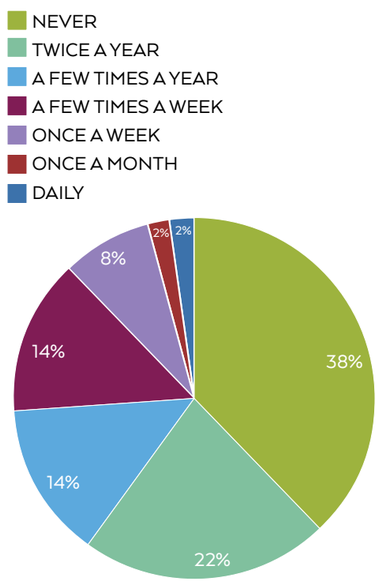
The three diagrams, along with supplementary photo boards and outreach surveys were brought to the annual Strawberry Festival on June 8th, 2019, and the June 13th Public Open House. The results of the outreach discussions resulted in a strong preference for the Hybrid Program. Within each concept there was a resounding need for specific programs such as a dog park, bike park, natural play areas, and larger gathering spaces for arts, history, and culture. Furthermore the design team was able to gain insight on how to address and plan for passive use programming throughout the park that would maintain views to the Yellowstone River and allow better access through the riparian corridor.

*Downtown Billings Strawberry Festival, June 8th, 2019*

## HOW DO YOU CURRENTLY USE THE PARK?



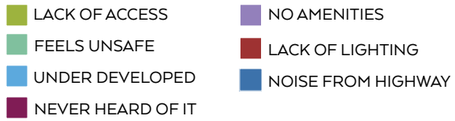

## HOW OFTEN DO YOU USE THE PARK?

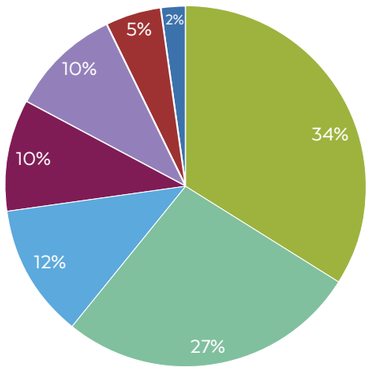


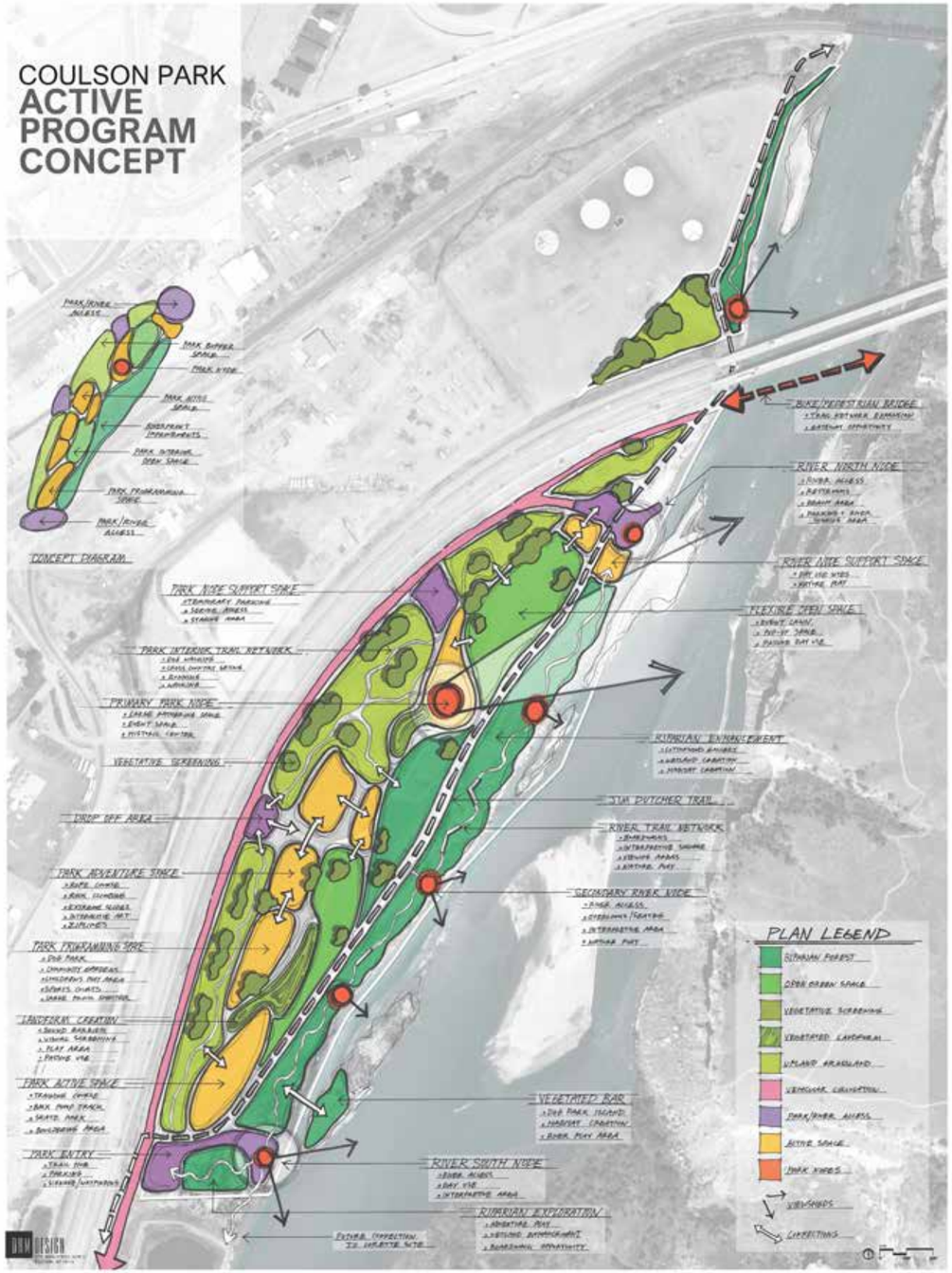

## WHAT IS MOST IMPORTANT TO YOU, IN REGARDS TO THE CURRENT OR FUTURE USE OF THE SITE?

*Survey results from preliminary design community outreach*

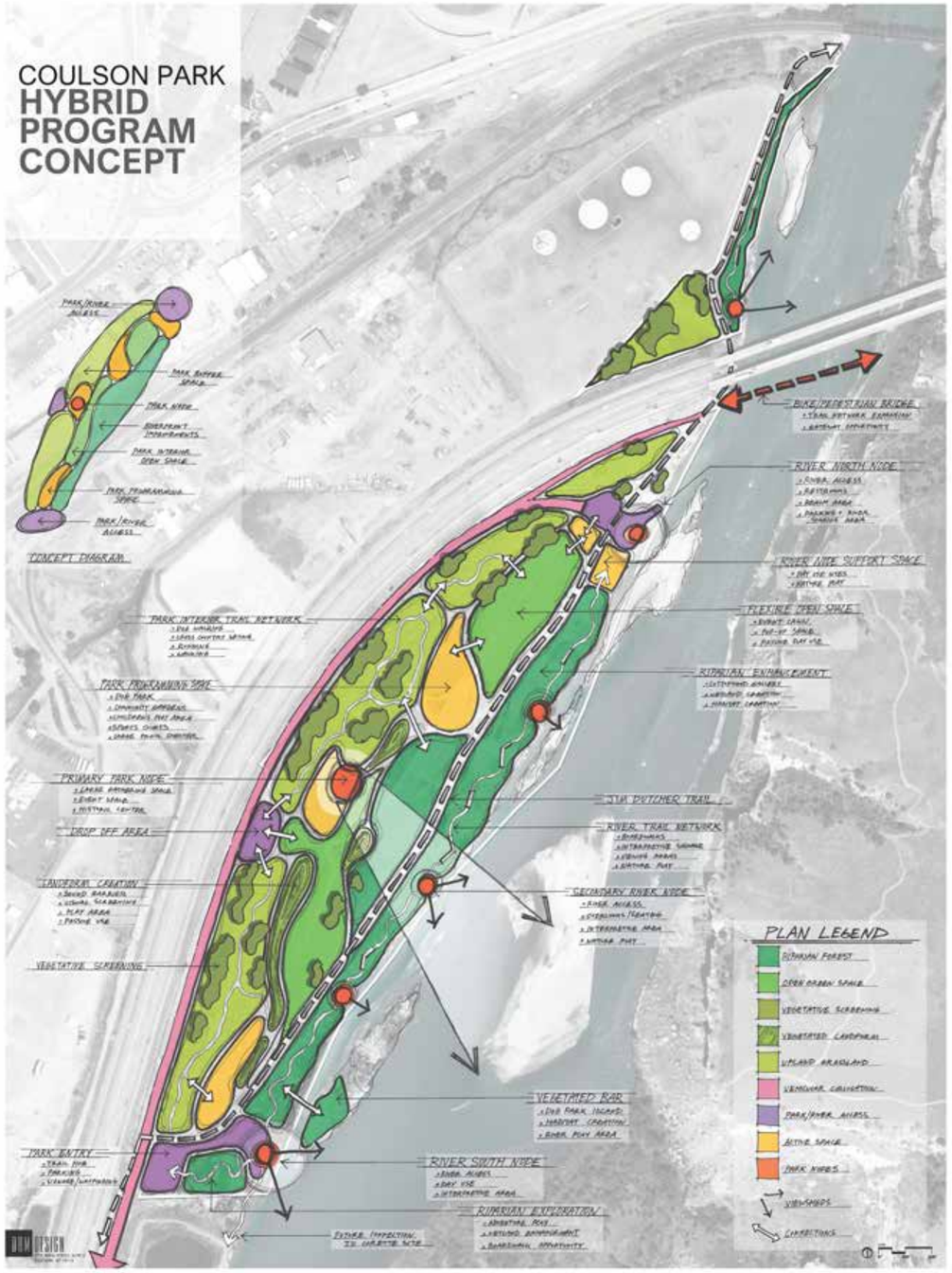
## WHAT KEEPS YOU FROM USING THE PARK?




*Preliminary park concept design diagram - active scenario*




*Preliminary park concept design diagram - hybrid scenario*

*Preliminary park concept design diagram - passive scenario*

# 3.3 DRAFT MASTER PLAN DESIGN

**Preliminary design efforts spurred the development of four draft masterplan options to expand upon the spatial hierarchy of the site and arrive at park programming solutions.**

Building upon the active and hybrid program concepts selected during the preliminary design phase, the design team worked out programming solutions for the entire park site. Providing a level of spatial hierarchy was necessary to define areas of active use within the context of site circulation and larger passive natural areas.  Four different draft masterplan options looked at ways of spatially achieving the overall project goals defined by the community while showcasing the range of design options possible on site.

The design team generated four design solutions at a level of detail necessary to help the public provide further feedback on the teams direction. Each site plan solution contained a unique combination of compatible park programs that told a different story of what an experience in Coulson Park could be like.

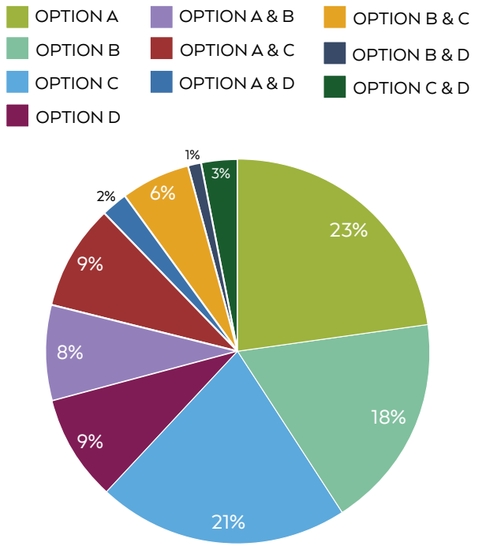
The four draft masterplans, along with supporting vignettes of the park were taken back to Billings for another round of stakeholder meetings and participation in community events. These meetings provided insights and feedback about which draft masterplan, or parts there of, were viewed most favorably. Survey responses showed that people preferred options A, B and C above option D, with option A being the favorite option. There was a particular interest in a bike park and outdoor community gathering space. Along with this, community members were asked how often they would use the programs in Coulson Park. Over 50 percent of survey responders indicated that they would use the park programs shown in their selected draft masterplan multiple times a month.

The creation and public review of four draft masterplans helped ensure  the design process was moving in a direction that would be supported and adopted by the public. Moreover, providing multiple masterplan options and going though another round of outreach gave the community more time to come forward and rally together to let the design team know what programs worked best for the Billings community.

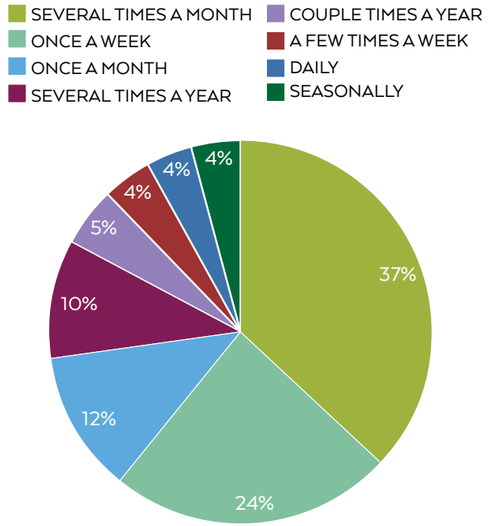
The draft masterplan phase culminated with the preparation and presentation of a singular draft site plan.  Along with three perspective renderings, the draft plan was presented to the Steering Committee, stakeholder groups, and at a annual community event (Ales for Trails at ZooMontana). Once again the design team engaged with the community to gain insights and feedback on their views and opinions of the draft park plan.

*Four different park design site plans presented to community during draft phase*

**WHAT IS YOUR PREFERRED DESIGN OPTION?**



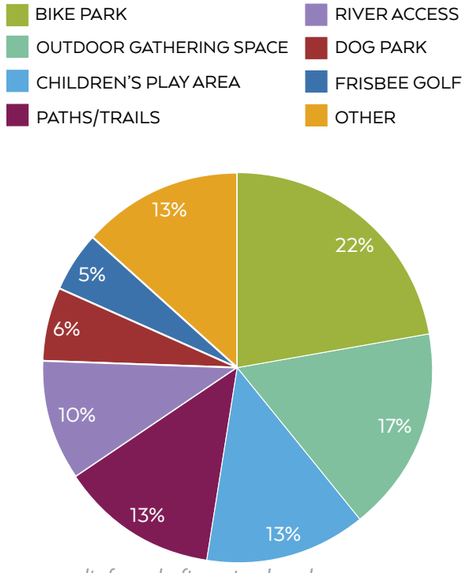

**HOW OFTEN WOULD YOU USE YOUR FAVORITE FEATURE OF THE PARK?**



*Perspective renderings at draft plan phase*

*Draft park site plan*

**WHAT IS YOUR FAVORITE ELEMENT OF ALL THE SITE PLANS?**




*Survey results from draft masterplan phase*

*Draft site plan presented to the Steering Committee*

# 4.1 FINAL MASTER PLAN: FIVE AREAS OF THE PARK

**The park has five main areas: Coulson South, the Central Spine, Coulson Center, River North and the Far North Corridor, each contains unique programs and amenities.**

This section outlines the specific features found in each main area of Coulson Park. All five areas contain unique landscape characteristics and programming solutions. Careful analysis of existing site opportunities and constraints has been complimented by robust public outreach initiatives and stakeholder involvement to define the programming objectives for each area. The five areas are linked together by the existing Jim Dutcher Heritage Trail as well as a proposed accessible loop trail. The interconnectivity and compatibility of programs and amenities in all five areas of the park is the result of a robust master planning process.

The master planning process for Coulson Park has resulted in a cohesive and phased approach to development across the site. Compatible program opportunities are widespread throughout the park and are connected by a hierarchy of accessible routes that transport park visitors through a restored riparian corridor. Within the first 5-10 years, visitors will enjoy improved access to the river at the Coulson South park entrance and the River North boat ramp area. Providing access to amenities and programs for all ages and physical abilities will draw people from Billings to the Yellowstone River, which will result in an increased interest in the park. As specific interest groups garner community support and funding, the full spectrum of park programs will come together resulting in a rich community gathering destination at the rivers edge.

⑤ **Far North Corridor: +/-** 6 ACRES

④ **River North: +/-** 16 ACRES

③ **Coulson Center: +/-** 12 ACRES

② **Central Spine: +/-** 16 ACRES

① **Coulson South: +/-** 6 ACRES

*Final Coulson Park masterplan*

## LEGEND

1. SOUTH PARKING
   +/- 50 PARKING SPACES
2. RAMBLE
   NATURE PLAY AREA IN RIPARIAN FOREST
3. ARTISTS POINT
   RIVER ACCESS POINT WITH SEATING AREAS FOR RIMROCK VIEWING
4. LARGE SHELTER
   40x60 RENTABLE EVENT SHELTER
5. NATURE PLAY
   YOUNGER AGES ADVENTURE PLAY AREA
6. HARMONY PARK
   EXPERIENTIAL MUSIC AND SOUND PARK
7. DOG PARK
   FENCED AND MULCHED AREA FOR LARGE AND SMALL DOG ACTIVITIES
8. LOOKOUT POINT
   SEATING AREA ON BERM WITH VIEWS TO RIVER AND BIKE PARK
9. SKILLS TRACK
   SPECIAL FEATURES COURSE DESIGNED FOR ADVANCED RIDERS
10. PUMP TRACK
    STANDARD COMPETITION-RATED COURSE
11. KIDS TRACK
    SMALL SCALE COURSE DESIGNED FOR YOUNGER AGES
12. COULSON POND
    FLOW THROUGH POND WITH ADJACENT LAWN SPACE
13. COULSON SQUARE
    HISTORICAL & CULTURAL INTERPRETIVE ELEMENTS; COMMUNITY GATHERING SPACE; POP-UP AND FOOD TRUCK ACCESS
14. CENTRAL PARKING
    +/- 50 PARKING SPACES
15. EVENT OVERFLOW PARKING
    +/- 300 COMBINED INFORMAL PARKING SPACES
16. COULSON PAVILION
    +/- 750 SEAT CAPACITY AMPHITHEATER AND MULTI-USE GATHERING SPACE
17. NATURE PLAY
    OLDER AGES ADVENTURE PLAY AREA
18. SCULPTURE PARK
    OUTDOOR GALLERY FOR LOCAL/NATIONAL ART INSTALLATIONS AND EXHIBITS
19. GAMES AREA
    SAND VOLLEYBALL; HORSESHOES; FIELD GAMES
20. RIVER DAY USE SITES
    +/- 4 SITES WITH PICNIC TABLES
21. NORTH PARKING
    +/- 5 PULL THROUGH TRAILER PARKING STALLS AND +/- 15 PARKING SPACES
22. BOAT RAMP
    YEAR-ROUND BOAT PUT IN AND TAKE OUT; IN STREAM SAFETY IMPROVEMENTS
23. INSPIRATION POINT
    RIVERFRONT VIEW TO HISTORIC FERRY RINGS

*See plan at right*

*See plan at left*

# 4.2 COULSON SOUTH

**The Coulson South area is a natural entrance to the site defined by a large cotton-wood gallery that opens up to incredible views of the Rim Rocks.**

The Coulson South area is the primary gateway and entry experience for Coulson Park. Park visitors driving up Charlene street from the south are greeted with park entry signage, easy access to parking, restrooms, and amenities. Wide accessible paths lead directly from the entrance toward a large shelter with adjacent lawn and nature play area, or down a tree lined walk opening up to Artists Point.

A large picnic shelter points toward the river and will be available for events, parties and celebrations. An open lawn space spills out of the shelter and creates a visual connection to a natural play area where parents can easily supervise their children during an event.  Two large landscaped berms planted with native grasses buffer the shelter and playground from the sound and presence of vehicles driving on I-90. The winged shape of the berms are designed to embrace the shelter and natural play area with slides and climbing boulders built into the sides of the landforms.

The Coulson South area is intended to be a gateway for both vehicular and pedestrian use. The parking lot can accommodate approximately 50 vehicles and also serves as a trail head for those arriving to access the Jim Dutcher Heritage Trail. Trail signage and bike amenities will help Coulson Park visitors feel connected to Billings' greater park system. Accessible restrooms located near the parking area compliment the shelter, bike trail-head and day use at the Artists Point.

To reach Artists Point visitors may easily stroll down the wide accessible route toward the river, or wander through the Ramble where paths navigate through dense riparian vegetation underneath large cottonwood trees. Upon reaching the point, visitors will witness a dramatic view of the South Rim Rocks across the river. A protected beach area is ideal for spending a day in the sun while boulders provide access to the rivers edge for kayakers and floaters. Walking north along the river from Artists Point visitors will reach the Harmony Park, where they can express themselves through sound and music.

Six primary areas define Coulson South:

① South Parking ( +/- 50 spaces)
② Large Shelter
③ Play Lawn
④ Kids Nature Playground
⑤ Ramble
⑥ Artists Point and Beach
⑦ Harmony Park

*Coulson Park Final Site Plan: South Park*

*Coulson Park south entry*

*South Park berms, turf lawn, play area and large picnic shelter*

*Artist Point and view of river and cliffs*

*River get-down access at Artist Point*

# 4.3 CENTRAL SPINE

**The Central Spine is characterized by large open settings and active recreational spaces including a dog park and bike park.**

The Central Spine area of Coulson Park connects Coulson South to Coulson Center. The area contains a large expanse of flat grassland outside of the floodplain to accommodate large scale recreational opportunities. Lowlands along the Jim Dutcher trail are interwoven with a creek and passive use trails.

Arrival from the south parking area will take visitors past a 1.5 acre fenced in dog park. The dog park is a large open expanse with a trail around the perimeter and two shelters for escaping the heat of summer or a rainy day. The area inside the perimeter trail will be a soft mulched surface to reduce maintenance costs.

North of the dog park a large landscaped berm rises up. At the top, Lookout Point provides park visitors with a place to view the dog park, bike park and creek as it winds its way toward Coulson Pond. The creek is designed to foster wetland creation across the park and provide safe opportunities for park visitors to interact with water. The creek will also act to further buffer the active uses going on at the Bike Park from the more passive riverfront experiences. Functionally the creek is part of the park irrigation system design.  Water will be pulled from the nearby river via an in-stream intake structure.  From this structure it will be pumped underground in piping and will daylight at a source point at the head of the creek.  From here water will meander down the creek channel, eventually arriving at the pond.  Visitors crossing over the creek from the bike park will be directed through productive riparian wetlands towards a river overlook.

Overwhelming input from community members during public outreach events helped spur the development of a 4 acre bike park within the Central Spine. The Bike Park is broken into four specific areas in order to accommodate all types of riders with varying levels of experience. A kids pump track at the far north of the site is located directly adjacent to a large shade shelter where parents can supervise their kids as they learn to ride. A larger central pump track is designed to accommodate competitions that will help the bike park generate revenue.  A flow track and skills course winds its way from the bike park shelter, around the Central Spine at the toe of the berm and next to the creek. And finally an all ages, all users perimeter trail circumnavigates the entire bike park - providing users opportunities to travel between the pump tracks, skills course or watch the users enjoy the biking amenities.

Five primary areas define the Central Spine:

① Dog Park
② Bike Park
③ Landscape Berm and Lookout Point
④ Creek and wetland creation
⑤ Shade Structure

*View east into dog park*

*View west over creek, wetlands, and bike park*

*View of bike park pump track*

# 4.4 COULSON CENTER

**The Coulson Center area is a dynamic historic and cultural gathering place for visitors to re-imagine and re-envision the Billings riverfront.**

Coulson Center is planned as the nucleus of Coulson Park. The Coulson Center site marks the location of the historic Coulson town-site and draws attention to Billings past while becoming a gateway experience for the city. This portion of the site is highly visible from I-90 as it crosses the Yellowstone River and enters Billings. Because of this high visibility and historic significance a large multipurpose performance pavilion is proposed for this area. The pavilion and supporting spaces are planned to accommodate all types of events and will serve as a cultural and education hub for the park.

Visitors arriving to this central area of the park will be able to park in a new +/- 50 vehicle capacity lot. For larger occasions the fields adjacent this lot can be used for overflow parking. Park guests will then proceed through a formal promenade aligned with the former street layout of the town of Coulson. Visitors then emerge into Coulson Square, a flexible open space with amenities that foster education, community and cultural identity. Interpretive exhibits, signage and visual aids will help visitors re-imagine the historic uses of the site, while large flexible spaces and boulder outcrops create places for playing, eating, and enjoying views to the southern rim rocks over Coulson Pond. The square is planned to have restroom facilities and amenities to accommodate pop up events, food trucks, and other temporary uses. Coulson Square also serves as a platform to facilitate large cultural events taking place to the east at the performance pavilion.

While the location of the Pavilion is optimal for iconic, riverfront programs, the process of locating and designing the pavilion structure relied on feedback and involvement from the community. Through stakeholder meetings and conversations with many groups representing the Native American communities in Billings it became apparent that a place to host pow wows and other cultural events was critically needed. The design of the pavilion reflects a traditional pow wow dance arbor while also speaking to a new generation of arts and culture in the city. The Pavilion is built into a large berm that provides amphitheater style seating that faces out to views of the rim rocks. Special spatial consideration has been taking into consideration for locating bleachers and pop up tents inside and around the Pavilion while operating as a dance arbor. The roofs angle allows the pavilion to be lit up at night for music, dance and theater performances, all while capturing spectacular views of the southern rim rocks and cliffs.

Looking out from Coulson square visitors will be greeted with views of the southern rim rocks over Coulson Pond. The pond and adjacent wetlands will help the site be resilient during frequent and widespread flooding that occurs in the Yellowstone River floodplain. Summertime visitors might birdwatch or fish and winter visitors can skate the ice. The pond, designed within the floodplain will further tell the history of the Yellowstone River's ever changing course through the Clark's Fork Bottom. The pond will also serve as the irrigation source for all new park plantings. Fed by the meandering creek, water will be pulled from the pond as needed via an intake line and pump and dispersed to the rest of the site. An exit structure will allow water to return to the river thus creating a flow through system, only using water when needed and helping address water quality. Passive trails meander across bridges and through restored riparian forest toward the river.

Seven primary areas define Coulson Center:

① Central Parking
② Overflow Parking
③ Promenade
④ Coulson Square
⑤ Pavilion
⑥ Berm + Amphitheater Seating
⑦ Coulson Pond

*View of Coulson Square*

*View of Coulson Pond with Coulson Square in foreground*

*View of performance pavilion during cultural event*

*View of pavilion during evening concert*

# 4.5 RIVER NORTH

**River North revives riverfront land use and provides passive and active recreational opportunities.**

River North is envisioned as a revival of the Coulson Park boat ramp and river access location. The site serves as a put-in / take-out for local river recreationalists including fishermen, rafters and kayakers. Improved access and amenities will encourage better, more consistent use of the River North Area. Compatible uses adjacent to the boat ramp and within the floodplain include four day use picnic sites and a large games area (sand volleyball courts on the plan). The interior of this northern portion of the park is almost wholly located within the floodplain and a result more passive use is programmed for this space. Trails provide access through this ecological restoration zone with the potential for a land art themed sculpture walk. At the south end, near the performance pavilion berm, another nature play themed boulder-field area is proposed for kids enjoyment.

The Yellowstone River flows above its banks in the spring and below its banks in the fall. This dynamic riverine system requires the implementation of in-stream improvements to improve safe year round use of the boat ramp. An in-stream structure located upstream of the boat ramp will create an eddy moment that will allow users improved water flow conditions and safer conditions for boat launching or take-out related activities.

Tree plantings at the western edge of the site will provide separation between I-90 and an open restored grassland located within the floodplain. These plantings will serve as a backdrop for the sculpture park containing environmental art installations. Walking south from the sculpture park visitors will find another nature play area embedded into a berm facing the river.

Six primary areas define River North:

① North Parking
② Improved Boat Ramp and In-Stream Structure
③ Day-Use Picnic Sites
④ Games Area (sand volleyball courts shown)
⑤ Sculpture Park
⑥ Nature Play Area

*View of River North boat ramp, in-stream structure, and day-use picnic sites*

*View of sculpture park*

# 4.6 FAR NORTH CORRIDOR

**The Far North Corridor is a narrow stretch of parkland north of I-90 bound by an industrial tank farm facility to the west and the Yellowstone River to the East.**

In this sense the Far North Corridor is the least developable portion of the park. The site is unique in that it is only accessed via the Jim Dutcher Heritage Trail. The narrow corridor provides excellent views to the river, and a number of smaller river overlooks with bench seating or picnic tables are proposed.  A larger river overlook is strategically located - called Inspiration Point.  Here visitors will be provided visual cues and interpretive signage to the location of the historic ferry rings embedded in the cliff faces across the river.

Two primary areas define Far North Corridor:

① River Overlook
② Inspiration Point

# 5.1 SITE PLAN OVERLAY ANALYSIS

**This diagram overlays site constrains and opportunities with the final masterplan to show how the design works within Coulson Park's existing conditions and context.**

Existing site conditions influenced specific siting of programs and amenities in Coulson Park. Underground pipelines and the Yellowstone River floodplain limit where certain types of improvements, such as grading + cut / fill activities and permanent structures, may be completed within the park boundaries. Furthermore, the site contains large cottonwood stands that are of ecological and aesthetic importance. Throughout the design process, consideration of existing site opportunities and constraints have influenced the design teams efforts and been key talking points with community members and stakeholders.

Routine inspection and access of underground pipelines requires that permanent structures be constructed at least 50' offset of pipeline infrastructure / centerlines. Moreover, trees may not be planted within a 25' offset of pipeline alignments.

Of Coulson Park's 56 acres, roughly 11 of them occur outside of the floodplain. The buildable zone extends north from the South Park area of the park, up a central spine and contains the majority of activity based park improvements. With the exception of the River North area, all significant earthwork, hardscape and built improvements are to be constructed within the buildable zone.

Large existing trees and shrubs are to be preserved to the greatest extent possible. The large existing cottonwood trees within the park provide excellent shade and buffer from I-90. The final master plan of Coulson park will expand the native mixed cottonwood floodplain ecosystem already occurring within the park.

*Site Conditions Overlay Analysis Plan*

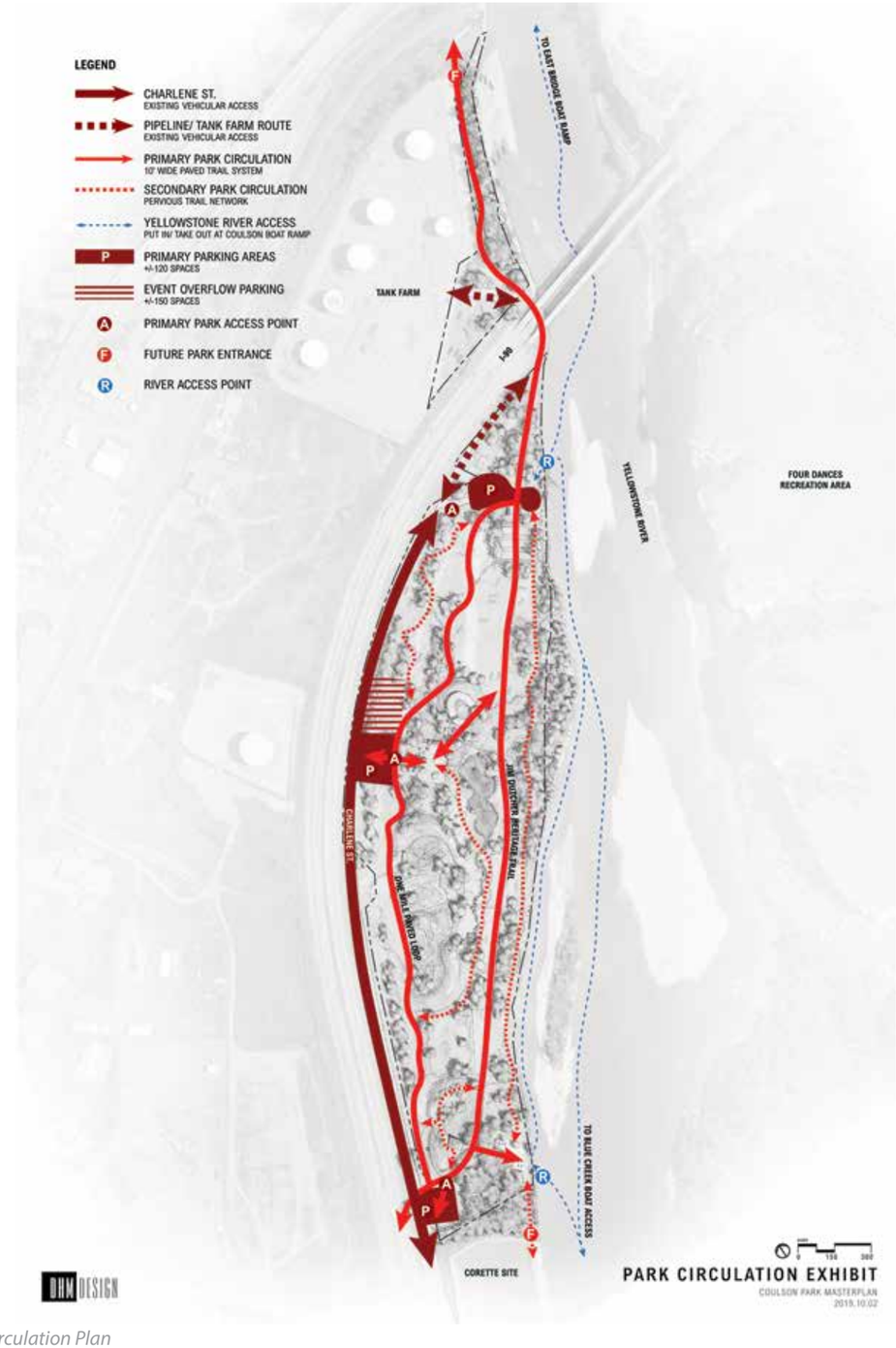
# 5.2 CIRCULATION ANALYSIS

**This diagram shows park circulation and indicates points of access and connection across the site.**

Coulson Park is accessible via the Jim Dutcher Heritage Trail, Charlene St. as well as the Yellowstone River. A goal of the master plan is to re-connect Billings with the river. Providing and maintaining safe access to the park is key for the long term success of the master plan. The potential of forming future connections upstream and downstream of the park  has been considered as a part of the master plan process. The master plan builds upon all major access points, while considering how to better move visitors throughout the park.

Three parking areas inside the park allow for access to key park amenities including restroom facilities. The three parking areas are linked by a one mile paved loop trail that navigates through all major programmed areas of the park. This primary circulation route utilizes the existing bike trail and establishes a major arterial pathway along the western portion of the park. Primary circulation connections from the loop trail toward the river are critical in the South Park and Coulson Center areas of the park. Secondary circulation provides visitors with opportunities to get deep into the site and navigate through the more natural and ecologically rich areas.

Access to and from the river was taken into consideration throughout the design process. Bank stabilization and in-stream improvements compliment improvements to the boat ramp and river view areas to create a park that is better accessed from the Yellowstone river.




*Park Circulation Plan*

# 5.3 ECOLOGICAL ANALYSIS

**This diagram classifies ecological intervention within Coulson park.**

A large portion Coulson Park is located within the Yellowstone River floodplain. The design team has analyzed existing site ecology in order design the master plan in a way that ties Coulson Park into its greater ecological context. The dynamic seasonal flows of the Yellowstone require that the park be designed to demonstrate resilience when water rises above the rivers banks. The master plan provides improvements to the riparian areas of the site, as well as the creation of new riparian areas. At the rivers edge, riverine improvements will help stabilize banks and improve access to the river.

The master plan calls for roughly 500 trees to be planted throughout the park, the majority of these plantings are to occur west of the Jim Dutcher Heritage Trail. This area of riparian creation will address gaps and re-connect the floodplain across the park. The existing riparian corridor east of the trail will benefit from enhancement of its existing ecological conditions. Removal of noxious vegetation while seeding and planting native vegetation will help Coulson Park to the greater mixed cottonwood floodplain ecosystems found within the Yellowstone River Valley.

*Park Ecological Analysis Plan*

# 6.1 SITE PHASING

**The parks large scale and complexity of the site's conditions and transformation means that the process of implementing the final design will transpire over a multi-year time frame.**

It will be years before the park is complete, and it's build-out and growth is anticipated to be implemented in a phased approach as funding and other priorities dictate. The process will take time as new vegetation and ecological communities establish and as pathways and trails expand to provide access to new park amenities and features over time. Throughout this growth process it is important that design and implementation happen in a dedicated and focused manner, not ad hoc or piecemeal. It is crucial that the early phases of development be compelling and exciting to the Billings community in order to activate the park site and provide clear design qualities and principles to be upheld in future construction phases.

Early investments will need to transform the identity of the site from one of being undeveloped and un-utilized to one primed for use and activity. Critical infrastructure for future park phases are mandatory at these early stages of the park in order to prepare the site for future programming and build out. At Coulson Park this specifically would be execution of the pond, creek, water infrastructure, and electrical infrastructure necessary for future park irrigation and electrical needs. It is anticipated that civic, cultural and recreation groups along with private investors will respond, investing in additional facilities and programs that further help to activate and sustain the park.

The master plan envisions steady, intelligent, and flexible growth over the course of the park development. The site phasing strategy has three main objectives:

- Create a compelling and achievable first phase of development that will initiate broad based use of the park. Capturing a wide range of community user groups will generate enthusiasm and commitment on the part of stakeholders and attract investment.

- Establish a physical landscape framework that is flexible in order to respond to unforeseen change but coherent enough to help shape park development and form. It is important in early stages of park development to define spatial structure that can be further defined and filled in over time. Implementation should to the greatest degree possible be choreographed as a series of harmonious and complimentary projects.

- Plan for steady growth with continued community participation. While the master plan defines specific park programming in designated areas on site there is still design work to be done. There are future choices related to the character and intensity of proposed park uses and it is important that the community stay involved in the decision making process in order to generate sustained interest and success.

### Organization of Phases:

The phasing plan suggests a set of initial targets for the growth and development of the park. In each phase particular focus has been paid to program, circulation, and ecological goals in order to suggest meaningful park projects. This proposed framework certainly merits ongoing study and evaluation in order to meet evolving parks system wide needs and community expectations.

**Phase 1:** River North - first phase
The first phase of park development is linked to specific improvements associated with the funding awarded to the city + project by the Yellowstone River Recreation Project Advisory Committee. The funding stipulations require the money to be spent on restrooms, upgrades to the existing boat ramp, and improvements to river recreation access. As a result of these requirements it is suggested that Phase 1 of the park focus on the master plan improvements proposed in and around the existing boat ramp. Other suggested amenities would include day use picnic sites and the games area.

**Phase 2:** Site Infrastructure + Pond and Creek
It is critical in the early phase of the park development that necessary infrastructure related to future park projects be installed in order to establish the required framework once those respective improvements are constructed. For Coulson Park this would pertain to all aspects of the irrigation and electrical infrastructure. Specific site elements related to this phase includes: river intake structure, piping, creek, pond, irrigation intake structure and pump, exit structure and piping, and any electrical infrastructure.

**Phase 3 - 7:** With the required park infrastructure in place Phases 3 - 7 enhance the park program offerings and plantings. The order of these improvements can shift around in response to different funding opportunities or community priorities. It is recommended that the first phases address river access and a diversity of uses to attract a wide variety of the community and generate interest and excitement.

**Phase 3 -** Coulson South

**Phase 4 -** River North - second phase

**Phase 5 -** Coulson Center

**Phase 6 -** Bike Park

**Phase 7 -** Dog Park

**Phase 8:** Far North Corridor
It is recommended this portion of the park come at the end of the park development. The design team recommends continued coordination with the Montana Department of Transportation on the re-design of the bridge crossing over the Yellowstone River and work towards getting a bike + pedestrian specific bridge incorporated into the design. In order to maintain maximum spatial flexibility in the park to accommodate this need all work in this portion of the site should be held off until that design is fully resolved.

## ⑧ Far North Corridor

river trails
overlooks w site furnishings
interpretive signage

## ① River North

boat ramp improvements (1)
in-stream structure + bank stabilization (1)
restrooms (1)

## ④ River North

parking lot (1)
day use sites (1 / 2)
games area (1 / 2)
pathways and trails (1 / 2)
kids play area (2)
trees and plantings (2)

## ⑤ Coulson Center

restrooms
parking lot
Promenade
Coulson Sqaure
interpretive elements
Performance Pavilion
amphitheater seating
pathways and trails
trees and plantings
landscape berms
site furnishings
site lighting

## ② Site Infrastructure + Pond & Creek

river intake structure + piping
creek
pond
irrigation intake structure
electrical infrastructure

## ⑥ Bike Park

kids pump track
regulation pump track
skills course
perimeter trail
landscape berms
site furnishings
shade structure
pathways and trails
trees and plantings

## ⑦ Dog Park

small park shelter
pathways and trails
fences and gates
site furnishings
trees and plantings

## ③ Coulson South

restrooms
large park shelter
Artist's Point
turf lawn
kids play area
Harmony Park
pathways and trails
kids play area
trees and plantings
landscape berms
entry signage
site furnishings

*Coulson Park - Phasing Plan*

*Phase 1 + 2*

*Phases 1 - 3*

*Phases 1 - 4*

*Phases 1 - 5*

*Phases 1 - 6*

*Phases 1 - 7*

*Coulson Park - Implementation Plan Series based on proposed phasing*

# 7.1 Appendices

## Coulson Park Cost Summary

| | SUMMARY |
|---|---|
| Project Start-up | $3,118,966 |
| Demo | $230,750 |
| Site Infrastructure + Pond & Creek | $1,687,847 |
| South Park | $1,759,729 |
| Dog Park | $581,643 |
| Bike Park | $2,171,710 |
| Coulson Center | $2,075,948 |
| River North | $1,053,814 |
| **Subtotal** | **$12,680,407** |

| | CONTINGENCIES |
|---|---|
| Design Range 10% | $1,268,041 |
| 20% | $2,536,081 |
| Construction Range 10% | $1,268,041 |
| 20% | $2,536,081 |
| **Total Project Cost at 10%** | **$15,216,488** |
| **Total Project Cost at 20%** | **$17,752,570** |

| | POTENTIAL SAVINGS |
|---|---|
| **Earthwork (On-Site Soil for Berming)** | ($744,920) |

| | FUNDING & POTENTIAL FUNDING AVAILABLE | |
|---|---|---|
| State (River North- Restroom) | ($110,000) | *To be completed prior to Site Infrastructure + Pond & Creek. YRRPPP funding* |
| State | ($250,000) | *YRRPPP funding* |
| Big Sky Economic Development Match | ($250,000) | |
| **Cost Range After Savings/Funding (10%)** | **$13,861,568** | |
| **Cost Range After Savings/Funding (20%)** | **$16,397,650** | |

**NOTE:**

- The estimate is based on conceptual level of planning and design that is in support of this opinion of probable cost. At the Master Plan level of design, it is difficult to determine the complete scope of the project in detail. Further Design Development and Construction Documentation will be required to develop a specific program with a more defined cost estimate.
- The estimate should be used for preliminary budgeting purposes only.
- The preliminary unit quantities are assumptions based on the Master Plan programming as well as assumptions based in similar project experiences.
- All costs are given in 2019 construction dollars. A yearly inflation factor has not been added.
- Costs/fees for planning, design, environmental studies, site surveying, testing, and other consultant or project overhead fees are not included.
- Estimates given assume all designs and improvements will be made with qualified professionals, and a qualified contractor through a public bid process.
- Yellowstone River Recreation Project Priority Plan (YRRPPP)

# Opinion of Probable Cost - Coulson Park - City of Billings, Montana

Opinion of Probable Costs Based Upon Master Plan of Approximate 56 Acre Site
**Prepared By: DHM Design**
**October 7, 2019**

| Category | Unit | Qnty | Unit Cost | Total Cost | Comments |
|---|---|---|---|---|---|
| **Project Start-Up** | | | | | |
| ***Project Start Up and Preparation***<br>*- Mobilization*<br>*- Permits*<br>*- Vehicle Tracking*<br>*- Dust Control (Water)* | LS | $11,026,440.85 | 15.00% | $1,653,966.13 | |
| Potholing Utilities (Non-Destructive) | EA | 50 | $500.00 | $25,000.00 | *Allowance* |
| Erosion Control & Stormwater Management | LS | 1 | $125,000.00 | $125,000.00 | *Allowance* |
| Construction Staking / Surveying | LS | 1 | $45,000.00 | $45,000.00 | *Allowance* |
| Traffic Control | LS | 1 | $20,000.00 | $20,000.00 | *Allowance* |
| Environmental Remediation, Extents of Impact Not Yet Known | LS | 1 | $1,250,000.00 | $1,250,000.00 | *Allowance* |
| | | | **Section Subtotal** | **$3,118,966.1** | |
| **Demolition** | | | | | |
| ***Vegetation*** | | | | | |
| Tree Protection | LF | 12,500 | $1.50 | $18,750.00 | *Allowance* |
| Tree / Shrub Removal | EA | 10 | $1,200.00 | $12,000.00 | |

| Category | Unit | Qnty | Unit Cost | Total Cost | Comments |
|---|---|---|---|---|---|
| **Site Infrastructure + Pond and Creek** | | | | | |
| ***Earthwork*** | | | | | |
| Topsoil Strip and Stockpile Existing, 6" depth | CY | 2,560 | $4.25 | $10,880.00 | |
| Rough Grading | CY | 5,119 | $20.00 | $102,380.00 | |
| Topsoil Placing | CY | 1,111 | $4.25 | $4,721.75 | |
| Export from excavation of pond and stream | CY | 9,600 | $20.00 | $192,000.00 | |
| ***Water Infrastructure*** | | | | | |
| River intake structure | LS | 1 | $350,000.00 | $350,000.00 | *Allowance* |
| Piping to creek source | LF | 300 | $50.00 | $15,000.00 | *Allowance* |
| Wet Well (intake line, structure, labor) | LS | 1 | $80,000.00 | $80,000.00 | *Allowance* |
| Pump Station (includes standard enclosure) | LS | 1 | $150,000.00 | $150,000.00 | *Allowance* |
| Irrigation Controller | LS | 1 | $45,000.00 | $45,000.00 | |
| ***Pond*** | | | | | |
| Compacted Clay, 12" depth, fine-graded, as pond subgrade | CY | 1,150 | $20.00 | $23,000.00 | |
| Liner System | LS | 1 | $25,000.00 | $25,000.00 | |
| Pond Overflow Drain Structure | LS | 1 | $10,000.00 | $10,000.00 | *Allowance* |
| Pond Overflow Outfall (Hard Pipe or Surface TBD) | LS | 1 | $50,000.00 | $50,000.00 | *Allowance* |
| Boulders, to match Yellowstone River | EA | 40 | $530.00 | $21,200.00 | *Aesthetic Purposes* |
| Cobble | TON | 900 | $55.00 | $49,500.00 | *6" depth* |
| ***Creek*** | | | | | |
| Compacted Clay, 12" depth, fine-graded, as creek subgrade | CY | 500 | $20.00 | $10,000.00 | |
| Liner System | LS | 1 | $25,000.00 | $25,000.00 | |
| Boulders, to match Yellowstone River | EA | 70 | $530.00 | $37,100.00 | *Aesthetic Purposes* |
| Cobble | TON | 720 | $55.00 | $39,600.00 | *12" depth* |
| ***Structures*** | | | | | |
| Footbridge, across constructed creek | EA | 2 | $20,000.00 | $40,000.00 | |
| ***Electrical Infrastructure*** | | | | | |
| Transformer, Distribution, Meter, etc | LS | 1 | $250,000.00 | $250,000.00 | *Allowance* |
| ***Planting*** | | | | | |
| Deciduous Shade Tree, 2" caliper | EA | 20 | $550.00 | $11,000.00 | |
| Wetland Sod | SF | 9,248 | $1.00 | $9,248.00 | |
| Native Seed | SF | 87,872 | $0.18 | $15,816.96 | |
| ***Irrigation*** | | | | | |
| irrigated Area | SF | 97,120 | $1.25 | $121,400.00 | |
| | | | Section Subtotal | $1,687,847 | |
| | | | 20% Design Contingency | $337,569 | *Will Reduce w/ drawing advancement* |
| | | | 20% Construction Contingency | $337,569 | *Will Reduce w/ drawing advancement* |
| | | | **Section Total** | **$2,362,985** | |

| Category | Unit | Qnty | Unit Cost | Total Cost | Comments |
|---|---|---|---|---|---|
| **South Park** | | | | | |
| ***Earthwork*** | | | | | |
| Topsoil - Strip & Stockpile Existing, 6" depth | CY | 1,270 | $4.25 | $5,397.50 | |
| Rough Grading | CY | 1,000 | $20.00 | $20,000.00 | |
| Topsoil Placing | CY | 1,000 | $4.25 | $4,250.00 | |
| Import for Berming | CY | 6,700 | $20.00 | $134,000.00 | *(Potential Savings if by City)* |
| ***Parking Lot*** | | | | | |
| South Lot, Compacted Roadbase | SF | 19,325 | $5.00 | $96,625.00 | |
| South Lot, 6" Depth Concrete @ Accessible Stalls | SF | 850 | $7.25 | $6,162.50 | |
| South Lot, 6ft Concrete Wheel Stops | EA | 43 | $150.00 | $6,450.00 | |
| ***Surfaces*** | | | | | |
| Park Loop Trail (10' wide concrete) | SF | 4,500 | $7.25 | $32,625.00 | |
| Concrete at Shade Structure & Restroom Pad | SF | 2,400 | $7.25 | $17,400.00 | |
| Concrete Pathways | SF | 9,575 | $7.25 | $69,418.75 | |
| ADA Accessible Stabilized Pathway | SF | 24,246 | $5.00 | $121,230.00 | |
| Artist Point (Beamstone boulders, get-down / planting pockets, river access) | LS | 1 | $450,000.00 | $450,000.00 | *Allowance* |
| ***Play Areas*** | | | | | |
| Concrete Playpit Wall | LF | 300 | $42.00 | $12,600.00 | |
| EWF Surfacing, 18" Min. Depth | CY | 450 | $36.00 | $16,200.00 | |
| Underdrain - Inlets, Piping, Crushed Rock, Outfall | LS | 1 | $8,500.00 | $8,500.00 | |
| Play Features - Installed | LS | 1 | $300,000.00 | $300,000.00 | *Allowance* |
| Harmony Park, Musical Equipment | LS | 1 | $80,000.00 | $80,000.00 | *Allowance* |
| ***Structures*** | | | | | |
| Shade Shelter, Large (40x60), @ South End | EA | 1 | $120,000.00 | $120,000.00 | *Allowance* |
| Restroom (includes concrete pad) | LS | 1 | $55,000.00 | $55,000.00 | |
| ***Signage*** | | | | | |
| Custom Entry Sign, Wall integrated into berm | LS | 1 | $30,000.00 | $30,000.00 | *Allowance* |
| ***Planting*** | | | | | |
| Deciduous Shade Tree, 2" caliper | EA | 40 | $550.00 | $22,000.00 | |
| Shrub | EA | 100 | $37.00 | $3,700.00 | |
| Native Seed | SF | 30,154 | $0.18 | $5,427.72 | |
| Turf Lawn | SF | 22,000 | $0.85 | $18,700.00 | |
| ***Irrigation*** | | | | | |
| Irrigated Area | SF | 52,154 | $1.25 | $65,192.50 | |
| Tree (Drip Line) | EA | 23 | $150.00 | $3,450.00 | |
| ***Site Furnishings*** | | | | | |
| Picnic Tables | EA | 14 | $1,600.00 | $22,400.00 | *Allowance* |
| Benches | EA | 12 | $1,500.00 | $18,000.00 | *Allowance* |
| Trash Receptacle | EA | 12 | $1,000.00 | $12,000.00 | *Allowance* |
| Bike Rack | EA | 6 | $500.00 | $3,000.00 | *Allowance* |

| | | |
|---|---|---|
| Section Subtotal | $1,759,729 | |
| 20% Design Contingency | $351,946 | *Will Reduce w/ drawing advancement* |
| 20% Construction Contingency | $351,946 | *Will Reduce w/ drawing advancement* |
| **Section Total** | **$2,463,621** | |

| Category | Unit | Qnty | Unit Cost | Total Cost | Comments |
|---|---|---|---|---|---|
| **River North** | | | | | |
| ***Earthwork*** | | | | | |
| Topsoil Strip and Stockpile Existing, 6" depth | CY | 2,109 | $4.25 | $8,963.25 | |
| Rough Grading | CY | 1,894 | $20.00 | $37,880.00 | |
| Topsoil Placing | CY | 740 | $4.25 | $3,145.00 | |
| Import for Berming | CY | 1,275 | $20.00 | $25,500.00 | *(Potential Savings if by City)* |
| ***Parking Lot*** | | | | | |
| North Lot, Compacted Roadbase | SF | 26,350 | $5.00 | $131,750.00 | |
| North Lot, 6ft Concrete Wheel Stops | EA | 20 | $150.00 | $3,000.00 | |
| North Lot, 6" Depth Concrete @ Accessible Stalls | SF | 850 | $7.25 | $6,162.50 | |
| ***Surfaces*** | | | | | |
| Park Loop Trail (10' wide concrete) | SF | 7,620 | $7.25 | $55,245.00 | |
| ADA Accessable Stabilized Pathway | SF | 8,825 | $5.00 | $44,125.00 | |
| Crusher Fines Trails | SF | 13,595 | $4.25 | $57,778.75 | |
| Riverbank Stabilization + Boat Ramp Improvements | LS | 1 | $200,000.00 | $200,000.00 | *Allowance* |
| ***Play Areas*** | | | | | |
| Concrete Play Pit Wall | LF | 400 | $42.00 | $16,800.00 | |
| EWF Surfacing, 18" Min Depth | CY | 322 | $36.00 | $11,592.00 | |
| Underdrain - Inlets, Piping, Crushed Rock, Outfall | LS | 1 | $8,000.00 | $8,000.00 | |
| Play Equipment - Installed | LS | 1 | $150,000.00 | $150,000.00 | *Allowance* |
| Games Area | LS | 1 | $30,000.00 | $30,000.00 | *Allowance* |
| ***Fences*** | | | | | |
| 3-Rail Wood Fencing - At Parking Areas & Pedestrian Entry's | LF | 345 | $43.00 | $14,835.00 | *Allowance* |
| ***Planting*** | | | | | |
| Deciduous Shade Tree, 2" caliper | EA | 130 | $550.00 | $71,500.00 | |
| Shrub | EA | 100 | $37.00 | $3,700.00 | |
| Native Seed | SF | 36,320 | $0.18 | $6,537.60 | |
| ***Structures*** | | | | | |
| Restroom (includes concrete pad, completed in Phase 1 with State grant funding, NRDP) | LS | 1 | $55,000.00 | $55,000.00 | *Allowance* |
| ***Irrigation*** | | | | | |
| Irrigated Area | SF | 40,000 | $1.25 | $50,000.00 | |
| Trees (Drip Line) | EA | 110 | $150.00 | $16,500.00 | |
| ***Site Furnishings*** | | | | | |
| Picnic Tables | EA | 8 | $1,600.00 | $12,800.00 | *Allowance* |
| Benches | EA | 12 | $1,500.00 | $18,000.00 | *Allowance* |
| Trash Receptacle | EA | 12 | $1,000.00 | $12,000.00 | *Allowance* |
| Bike Rack | EA | 6 | $500.00 | $3,000.00 | *Allowance* |

| | | |
|---|---|---|
| Section Subtotal | **$1,053,814** | |
| **20% Design Contingency** | $210,763 | *Will Reduce w/ drawing advancement* |
| **20% Construction Contingency** | $210,763 | *Will Reduce w/ drawing advancement* |
| **Section Total** | **$1,475,340** | |

| Category | Unit | Qnty | Unit Cost | Total Cost | Comments |
|---|---|---|---|---|---|
| **Coulson Central** | | | | | |
| ***Earthwork*** | | | | | |
| Topsoil Strip and Stockpile Existing, 6" depth | CY | 2,127 | $4.25 | $9,039.75 | |
| Rough Grading | CY | 2,453 | $20.00 | $49,060.00 | |
| Topsoil Placing | CY | 979 | $4.25 | $4,160.75 | |
| Import for Berming | CY | 3,471 | $20.00 | $69,420.00 | *(Potential Savings if by City)* |
| ***Parking Lot*** | | | | | |
| Central Lot, Compacted Roadbase | SF | 22,500 | $5.00 | $112,500.00 | |
| Central Lot, 6" Depth Concrete @ Accessible Stalls | SF | 850 | $7.25 | $6,162.50 | |
| Central Lot, 6ft Concrete Wheel Stops | EA | 57 | $150.00 | $8,550.00 | |
| ***Surfaces*** | | | | | |
| Park Loop Trail (10' wide concrete) | SF | 7,000 | $7.25 | $50,750.00 | |
| Coulson Square & Promenade Decorative Concrete, 6" Depth | SF | 19,000 | $12.00 | $228,000.00 | |
| Concrete Pathways and Flatwork | SF | 8,490 | $7.25 | $61,552.50 | |
| Amphitheater at Pavilion - Structural Concrete | CY | 123 | $1,500.00 | $184,500.00 | |
| ADA Accessible Stabilized Pathway | SF | 3,480 | $5.00 | $17,400.00 | |
| Crusher Fines Trails | SF | 14,720 | $4.25 | $62,560.00 | |
| ***Structures*** | | | | | |
| Coulson Park Performance Pavilion (Includes Lighting) | EA | 1 | $750,000.00 | $750,000.00 | *Allowance* |
| Restroom (includes concrete pad) | LS | 1 | $55,000.00 | $55,000.00 | |
| ***Interpretive Elements / Signage*** | | | | | |
| Coulson Square Cultural & Historic Elements | LS | 1 | $40,000.00 | $40,000.00 | *Allowance* |
| Sawmill Feature @ Coulson Square (Interpretive Signage) | LS | 1 | $2,000.00 | $2,000.00 | *Allowance* |
| Post Office Feature @ Coulson Square (Interpretive Signage) | LS | 1 | $2,000.00 | $2,000.00 | *Allowance* |
| ***Lighting*** | | | | | |
| Pedestrian Lights, @ Coulson Square, along 10' wide trail | EA | 14 | $7,000.00 | $98,000.00 | |
| Electrical Infrastructure @ Stage/Dance Arbor | LS | 1 | $25,000.00 | $25,000.00 | *Allowance* |
| Parking Lot Lighting | EA | 8 | $3,000.00 | $24,000.00 | |
| ***Planting*** | | | | | |
| Deciduous Shade Tree, 2" caliper | EA | 105 | $550.00 | $57,750.00 | |
| Shrub | EA | 100 | $37.00 | $3,700.00 | |
| Native Seed | SF | 24,759 | $0.18 | $4,456.62 | |
| Turf Lawn | SF | 28,113 | $0.85 | $23,896.05 | |
| ***Irrigation*** | | | | | |
| Irrigated Area | SF | 52,872 | $1.25 | $66,090.00 | |
| Trees (Drip Line) | EA | 40 | $150.00 | $6,000.00 | |
| ***Site Furnishings*** | | | | | |
| Picnic Tables | EA | 14 | $1,600.00 | $22,400.00 | *Allowance* |
| Benches | EA | 12 | $1,500.00 | $18,000.00 | *Allowance* |
| Trash Receptacles | EA | 12 | $1,000.00 | $12,000.00 | *Allowance* |
| Bike Rack | EA | 4 | $500.00 | $2,000.00 | *Allowance* |
| | | | Section Subtotal | $2,075,948 | |
| | | | 20% Design Contingency | $415,190 | *Will Reduce w/ drawing advancement* |
| | | | 20% Construction Contingency | $415,190 | *Will Reduce w/ drawing advancement* |
| | | | **Section Total** | **$2,906,327** | |

| Category | Unit | Qnty | Unit Cost | Total Cost | Comments |
|---|---|---|---|---|---|
| **Bike Park** | | | | | |
| ***Earthwork*** | | | | | |
| Topsoil Strip and Stockpile Existing, 6" depth | CY | 3,536 | $4.25 | $15,028.00 | |
| Rough Grading | CY | 7,530 | $20.00 | $150,600.00 | |
| Topsoil Placing | CY | 1,307 | $4.25 | $5,554.75 | |
| Import for Berming | CY | 25,800 | $20.00 | $516,000.00 | *(Potential Savings if by City)* |
| ***Surfaces*** | | | | | |
| Park Loop Trail (10' wide concrete) | SF | 7,000 | $7.25 | $50,750.00 | |
| Concrete Flatwork (under shade structure and misc. pathways) | SF | 2,000 | $7.25 | $14,500.00 | |
| Crusher Fines Trails | SF | 14,050 | $4.25 | $59,712.50 | |
| ***Structures*** | | | | | |
| Shade Shelter, Large, @ Bike Park | EA | 1 | $60,000.00 | $60,000.00 | |
| ***Bike Park*** | | | | | |
| Pump Track | LS | 1 | $300,000.00 | $300,000.00 | *Allowance* |
| Intermediate Track | LS | 1 | $350,000.00 | $350,000.00 | *Allowance* |
| Advanced Track | LS | 1 | $350,000.00 | $350,000.00 | *Allowance* |
| All Ages Perimeter Trail | LS | 1 | $100,000.00 | $100,000.00 | *Allowance* |
| ***Planting*** | | | | | |
| Deciduous Shade Tree, 2" caliper | EA | 100 | $550.00 | $55,000.00 | |
| Shrub | | | | $0.00 | |
| Native Seed | SF | 70,605 | $0.18 | $12,708.90 | |
| ***Irrigation*** | | | | | |
| Irrigated Area | SF | 70,605 | $1.25 | $88,256.25 | |
| Trees (Drip Line) | EA | 60 | $150.00 | $9,000.00 | |
| ***Site Furnishings*** | | | | | |
| Picnic Tables | EA | 6 | $1,600.00 | $9,600.00 | *Allowance* |
| Benches | EA | 10 | $1,500.00 | $15,000.00 | *Allowance* |
| Trash Receptacles | EA | 10 | $1,000.00 | $10,000.00 | *Allowance* |
| | | | Section Subtotal | $2,171,710 | |
| | | | 20% Design Contingency | $434,342 | *Will Reduce w/ drawing advancement* |
| | | | 20% Construction Contingency | $434,342 | *Will Reduce w/ drawing advancement* |
| | | | **Section Total** | **$3,040,395** | |

| Category | Unit | Qnty | Unit Cost | Total Cost | Comments |
|---|---|---|---|---|---|
| **Dog Park** | | | | | |
| ***Earthwork*** | | | | | |
| Topsoil Strip and Stockpile Existing, 6" depth | CY | 1,430 | $4.25 | $6,077.50 | |
| Rough Grading | CY | 2,859 | $20.00 | $57,180.00 | |
| ***Surfaces*** | | | | | |
| Park Loop Trail (10' wide concrete) | SF | 2,750 | $7.25 | $19,937.50 | |
| (4) Entry Points @ Dog Park, 6" Depth, Grey | SF | 900 | $7.25 | $6,525.00 | |
| ADA Accessible Stabilized Pathway | SF | 7,422 | $5.00 | $37,110.00 | |
| Dog Park Surfacing, 12" Depth | CY | 2,365 | $50.00 | $118,250.00 | *(Potential Savings if by City)* |
| Underdrain: Inlets, Perf. Piping, Filter Fabric, Outfall | LS | 1 | $16,000.00 | $16,000.00 | |
| Crusher Fines Trails | SF | 14,050 | $4.25 | $59,712.50 | |
| ***Fencing and Gates*** | | | | | |
| Concrete Curb, Perimeter & Fence Mount | LF | 1,150 | $20.00 | $23,000.00 | |
| 5'-0" Height Perimeter Chainlink Fence, Black Vinyl-Coated | LF | 1,150 | $50.00 | $57,500.00 | |
| 4'-0" Wide Pedestrian Gates | EA | 8 | $500.00 | $4,000.00 | |
| 10'-0" Wide Maintenance/Pedestrian Gates | EA | 2 | $1,200.00 | $2,400.00 | |
| ***Structures*** | | | | | |
| Shade Shelter, Small, @ Dog Park | EA | 2 | $40,000.00 | $80,000.00 | |
| ***Planting*** | | | | | |
| Deciduous Shade Tree, 2" caliper | EA | 65 | $550.00 | $35,750.00 | |
| Shrub | EA | 50 | $37.00 | $1,850.00 | |
| Native Seed | SF | 10,000 | $0.18 | $1,800.00 | |
| ***Irrigation*** | | | | | |
| Irrigated Area | SF | 20,000 | $1.25 | $25,000.00 | |
| Tree (Drip Line) | EA | 65 | $150.00 | $9,750.00 | |
| ***Site Furnishings*** | | | | | |
| Picnic Tables | EA | 3 | $1,600.00 | $4,800.00 | *Allowance* |
| Benches | EA | 8 | $1,500.00 | $12,000.00 | *Allowance* |
| Dog Waste Station | EA | 6 | $500.00 | $3,000.00 | *Allowance* |

| | | |
|---|---|---|
| Section Subtotal | $581,643 | |
| 20% Design Contingency | $116,329 | *Will Reduce w/ drawing advancement* |
| 20% Construction Contingency | $116,329 | *Will Reduce w/ drawing advancement* |
| **Section Total** | **$814,300** | |

| | |
|---|---|
| **Project Construction Subtotal:** | **$12,680,407** |
| **20% Design Contingency** | **$2,536,081** |
| **20% Construction Contingency** | **$2,536,081** |
| *does not include design fees | |
| **Project Construction Total:** | **$17,752,570** |

Note: Opinion of Probable Costs does not account for City regulated costs towards tap fees of any type.

# 8.1 Credits

**Coulson Park Master Plan**
Billings, Montana

Project Team:

**DHM Design**
Eric Meadows
Griffin Foster
Henry Herman
Sarah Fontana
Stephen Ellsperman
Jeremy Allison

**Stahly Engineering**
Dax Simek
Ryan Harbach

**Department of Parks and Recreation:**
Michael Whitaker, Director
Mark Jarvis, Park Planner
Mike Pigg, Superintendent of Parks
Korey Thompson, Superintendent of Recreation

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Acceptance of Donations to the Billings Police Department for Camp Blue Sponsorship in the Amount of $2,750 |
| **Presented by:** | Rich St. John, Police Chief |
| **Department:** | Police |
| **Presentation:** | No |
| **Legal Review:** | Not Applicable |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that City Council accept donations totaling $2,750.

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

Council policy requires that any donation greater than $500 must be approved by the City Council. City Council is being asked to accept three donations totaling $2,750. Donations are for sponsorship to Camp Blue. Camp Blue is an opportunity for incoming 7th graders to spend a week with various first responders with the goal of building positive relationships to help mold them into school and community leaders. These funds will go to help cover the cost of transportation, lunches, snacks, t-shirts and other activities throughout the week. The following donations were received:

| | |
|---|---|
| Bill and Anne Cole | $1,000 |
| Rocky Mountain Glass | $750 |
| Billings Clinic | $1,000 |

## STAKEHOLDERS

n/a

## ALTERNATIVES

City Council may:

- Approve the donations to the Billings Police Department in the amount of $2,750 or;
- Disapprove the donations to the Billings Police Department in the amount of $2,750 and provide further direction to staff.

## FISCAL EFFECTS

There is no impact on the General Fund since all activities will be supported by donations.

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Acceptance of Public Sidewalk Easement from Tanner and Jennifer Bennion |
| **Presented by:** | Debi Meling |
| **Department:** | Public Works |
| **Presentation:** | No |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that City Council accept the Public Sidewalk Easement from Tanner and Jennifer Bennion, the owners of Lots 20 and 21, Block 2, Rim Point Subdivision.

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

The development of Lots 20 and 21, Block 2 in Rim Point Subdivision requires a sidewalk easement due to space required for the public sidewalk and a drainage swale along the lot frontage of Toyon Drive. The drainage swale occupies most of the right-of-way, which requires additional space for the sidewalk. The property owner constructed the sidewalk within the easement area. The sidewalk provides a continuous ADA path around the cul-de-sac. For reference, Lots 20 and 21 of Block 2, Rim Point Subdivision have been forever merged by merger deed No. 4042977 and are both owned by Tanner and Jennifer Bennion. This council action is to approve the easement for the public sidewalk.

## ALTERNATIVES

City Council may:

- Accept the Public Sidewalk Easement; or,
- Not accept the Public Sidewalk Easement. If the easement is not accepted, the public sidewalk that is in place will be on private property with no easement providing for public use.

## FISCAL EFFECTS

There is no significant financial impact to the City with acceptance of the Public Sidewalk Easement.

**Attachments**

Public Sidewalk Easement Rim Point Sub B2L20

Return to:
Performance Engineering
608 North 29th Street
Billings, MT 59101

**PUBLIC SIDEWALK EASEMENT**
**IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MT**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned owner does, on this 25 day of April, 2025, hereby create, as written below, an 8.5-foot wide sidewalk easement over, across, under and through certain real property located in the SE 1/4 of Section 29, T. 01 N., R. 25 E., P.M.M., City of Billings, Yellowstone County, Montana, more particularly described as follows:

**Sidewalk easement being 8.5 feet wide paralleling the easternmost property line of said Lot 20, Block 2 of Rim Point Subdivision and the northernmost property line of said Lot 21, Block 2 of Rim Point Subdivision according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana under Document No. 3048985.**

**Said easement also being shown on attached Exhibit "A".**

The owners do hereby create this easement for the purpose of maintaining, operating, repairing, improving, replacing and use of sidewalk and the necessary fixtures and appurtenances over, across, under and through the said real property, together with the right of free ingress and egress at all times.

This easement is created for the benefit of the Public and shall run with the real property and is binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

TANNER BENNION

By: _____

JENNIFER BENNION

By: _____

STATE OF MONTANA )

: ss

County of Yellowstone )

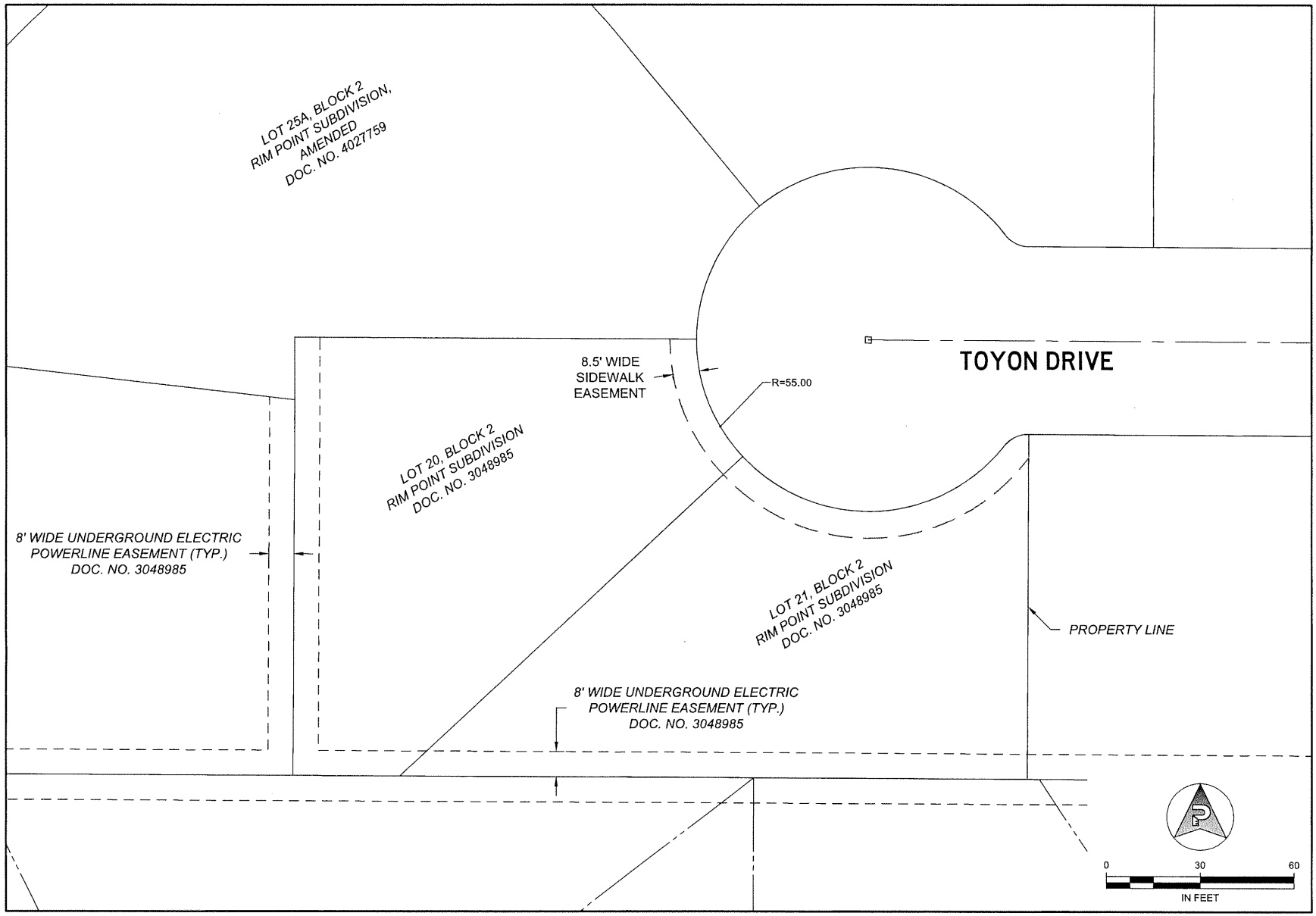
On this 25 day of April, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Tanner Bennion, Jennifer Bennion, known to me to be the person(s) signed the foregoing instrument and who acknowledged to me that they executed the same.

ALEXIS ELAINE BIDLAKE NOTARIAL SEAL STATE OF MONTANA

ALEXIS ELAINE BIDLAKE
NOTARY PUBLIC for the
State of Montana
Residing at Billings, MT
My Commission Expires
September 24, 2025

_____
Notary Public in and for the State of Montana
Printed Name: Alexis Elaine Bidlake
Residing at: Yellowstone County
My commission expires: 9/24/25

# EXHIBIT "A"


LOT 25A, BLOCK 2
RIM POINT SUBDIVISION,
AMENDED
DOC. NO. 4027759
8.5' WIDE
SIDEWALK
EASEMENT
R=55.00
TOYON DRIVE
LOT 20, BLOCK 2
RIM POINT SUBDIVISION
DOC. NO. 3048985
8' WIDE UNDERGROUND ELECTRIC
POWERLINE EASEMENT (TYP.)
DOC. NO. 3048985
LOT 21, BLOCK 2
RIM POINT SUBDIVISION
DOC. NO. 3048985
PROPERTY LINE
8' WIDE UNDERGROUND ELECTRIC
POWERLINE EASEMENT (TYP.)
DOC. NO. 3048985
0
30
60
IN FEET

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | High Sierra Subdivision, 20th Filing - Final Plat |
| **Presented by:** | David Green |
| **Department:** | Planning & Community Services |
| **Presentation:** | No |
| **Legal Review:** | Not Applicable |
| **Project Number:** | PZX-21-00140 |

## RECOMMENDATION

Staff Recommends the City Council approve the final plat of High Sierra Subdivision, 20th Filing.

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

On April 22, 2025, Sanbel, on behalf of High Sierra II, Inc, applied for final plat approval for High Sierra Subdivision, 20th Filing. The proposed subdivision creates 60 lots for development. The subject property is generally located north of Ortega Street and west of Matador Avenue in Billings Heights. The property is zoned Suburban Neighborhood (N3). The land is currently vacant open grassland.

This subdivision received preliminary approval on October 25, 2021. This would put the final approval date at October 25, 2024. In May of 2024, the applicant asked for an extension of two years. That extension request was granted by the City Council on June 10, 2024. The final plat date was set to October 25, 2026. The extension request approval is attached to this staff report.

## STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however, nearby property owners may attend the City Council meeting. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

## ALTERNATIVES

The City Council may approve or deny the final plat of High Sierra Subdivision, 20th Filing. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met. The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:
(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and
(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Staff finds the final plat meets the criteria outlined in 76-3-611 above.

Staff finds the final plat is in compliance with the requirements of state statutes, conditions of approval and local regulations. City Council should approve the final plat.

## FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

**Attachments**

Final Plat
Final SIA
Conditions of approval
Final Plat extension request granted

PLAT OF

# HIGH SIERRA SUBDIVISION, 20TH FILING

## BEING LOT 5, BLOCK 31, HIGH SIERRA SUBDIVISION, 19TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC. MARCH, 2025

PREPARED BY : sanbell BILLINGS, MONTANA

### NOTICE OF APPROVAL

STATE OF MONTANA )
:ss
County of Yellowstone )

This plat has been approved for filing by the Yellowstone County Board of Planning and conforms to the recommendations of this board.

_____ _____
Date President

_____
Executive Secretary

### CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that annexed and foregoing plat conforms with Section 76-4-125(1)(d)(i), M.C.A., for the removal of sanitary restrictions since the plat is inside a master planning area and said lots will be provided with municipal facilities for the supply of water and the disposal of sewage and solid waste.

IN WITNESS WHEREOF, I have executed this CERTIFICATE OF APPROVAL this _____ day of _____, 20____.

_____
City Engineer's Office

### ERRORS AND OMISSIONS REVIEW

I hereby certify that I have examined the annexed and foregoing plat for errors and omissions in computations and drafting and find that said plat conforms with the requirements of the laws of the State of Montana, and that said plat conforms to the adjoining additions and plats of the City of Billings already platted as nearly as circumstances will permit.

_____ _____
Examining Land Surveyor Date

### CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City Attorney's office and is acceptable as to form.

Date: _____

Reviewed by: _____

### CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA )
:ss
County of Yellowstone )

We hereby certify that we have examined the annexed and foregoing PLAT OF HIGH SIERRA SUBDIVISION, 20TH FILING, and find that said plat conforms with the requirements of the laws of the State of Montana, and the requirements of The Yellowstone County Board of Planning. It is therefore approved and the dedication to public use of any and all lands shown on this plat as being dedicated to such use are accepted.

IN WITNESS WHEREOF, we have set our hands and the seal of the CITY OF BILLINGS, MONTANA, this _____ day of _____, 20____.

CITY OF BILLINGS, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

### CERTIFICATE OF COUNTY TREASURER

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.

Date: _____

Yellowstone County Treasurer

By: _____
Deputy

### SUBDIVISION IMPROVEMENT AGREEMENT

Document No. _____

### CONSENT TO PLATTING

Document No. _____

### DRAINAGE EASEMENT

Document No. _____

### TEMPORARY STORM WATER DRAINAGE EASEMENT

Document No. _____

RESERVED FOR CLERK AND RECORDER

### CERTIFICATE OF DEDICATION

STATE OF MONTANA )
:ss
County of Yellowstone )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owners of the following described tract of land, do hereby certify that they have caused to be surveyed, subdivided and platted into lots, blocks and streets as shown on the annexed plat, said tract being situated in the NE1/4 of Section 17, T. 1 n., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, said tract being more particularly described as follows, to-wit:

Lot 5 in Block 31 of High Sierra Subdivision, 19th Filing, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 4039949.

Pursuant to Section 76-3-621(1)(a), M.C.A., the park requirement for this subdivision has been met by a cash-in-lieu donation in the amount of $_____.

The undersigned hereby grants unto all utility companies, as such are defined and established by Montana Law, and cable television companies, an easement for the location, maintenance, repair and removal of their lines over, under and across the areas designated on the plat as "UTILITY EASEMENT" to have and hold forever. Said tract to be known and designated as HIGH SIERRA SUBDIVISION, 20TH FILING, and the lands included in all streets, avenues, and parks as shown on the annexed plat are hereby granted and donated to the use of the public forever.

HIGH SIERRA II, INC.

By: _____

Title: Landy Leep, VP

STATE OF MONTANA )
:ss
County of Yellowstone )

On this 18th day of April, 2025, before me, the undersigned Notary Public for the State of Montana, personally appeared Landell Leep, known to me to be the persons who signed the foregoing instrument as vice president of HIGH SIERRA II, INC. and acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

Verleen K. Parker
Notary Public in and for the State of Montana

### CERTIFICATE OF SURVEYOR

STATE OF MONTANA )
:ss
County of Yellowstone )

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of September 2024 and March 2025, a survey was performed under his supervision of a tract of land to be known as HIGH SIERRA SUBDIVISION, 20TH FILING, in accordance with the request of the owner thereof and in conformance with the Montana Subdivision and Platting Act; said subdivision, description of boundaries and dimensions being in accordance with the Certificate of Dedication and as shown on the annexed plat; that the monuments found and set are of the character and occupy the positions shown hereon and that the gross area is 17.177 acres (748,220 square feet) and the net area is 13.539 acres (589,741 square feet).

SANBELL

By: _____

Montana License No. 18972LS

Date: April 18, 2025

MONTANA MICHAEL DEAN BERTRAM 18972LS LICENSED PROFESSIONAL LAND SURVEYOR

PLAT OF

# HIGH SIERRA SUBDIVISION, 20TH FILING

## BEING LOT 5, BLOCK 31, HIGH SIERRA SUBDIVISION, 19TH FILING, SITUATED IN THE NE1/4 OF SECTION 17, T. 1 N., R. 26 E., P.M.M., CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : HIGH SIERRA II, INC.

PREPARED BY : sanbell

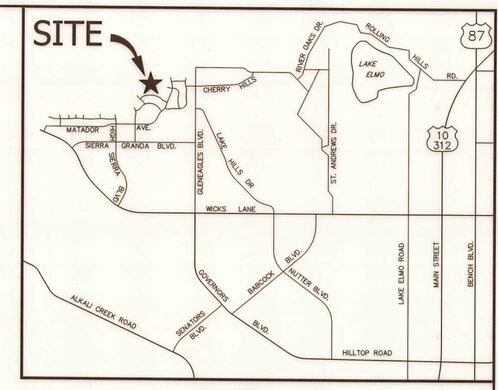
MARCH, 2025

BILLINGS, MONTANA

**BASIS OF BEARING:** THE PLAT OF HIGH SIERRA SUBDIVISION, 19TH FILING.

- ○ FOUND SURVEY MONUMENT, REBAR WITH CAP MARKED "SANDERSON STEWART"
- ● SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL"
- □ FOUND MONUMENT BOX
- ■ SET INTERSECTION MONUMENT, 5/8"x18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART BILLINGS MT". WILL BE REPLACED WITH BRASS CAP MONUMENT BOX UPON COMPLETION OF STREET IMPROVEMENTS.
- (A) NEW 8' WIDE UTILITY EASEMENT
- (B) NEW 5' WIDE DRAINAGE EASEMENT
- (C) NEW 10' WIDE DRAINAGE EASEMENT

**NOTE:** ALL CURVES ARE TANGENT AND ALL PROPERTY LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED.




VICINITY MAP

NOT TO SCALE

NEW 60' WIDE TEMPORARY STORM WATER DRAINAGE EASEMENT, SEE SHEET 1 FOR RECORDING INFO.

60' WIDE TEMPORARY STORM WATER DRAINAGE EASEMENT, DOCUMENT No. 4039953

### AREA DATA

| | |
|---|---|
| NET AREA (63 LOTS) | 13.539 AC |
| RIGHT-OF-WAY | 0.064 AC |
| STREET DEDICATION | 3.574 AC |
| GROSS AREA | 17.177 AC |

| LINE TABLE | | |
|---|---|---|
| Line # | Bearing | Distance |
| L1 | S 01°58'51" E | 6.64' |
| L2 | S 29°49'30" E | 42.21' |
| L3 | S 10°41'21" E | 22.44' |

| CURVE TABLE | | | |
|---|---|---|---|
| Curve # | Delta | Radius | Length |
| C1 | 90°00'00" | 20.00' | 31.42' |
| C2 | 2°20'52" | 272.00' | 11.15' |
| C3 | 88°41'12" | 20.00' | 30.96' |
| C4 | 51°18'19" | 17.00' | 15.22' |
| C5 | 23°14'32" | 55.00' | 22.31' |
| C6 | 51°19'04" | 17.00' | 15.23' |
| C7 | 1°53'34" | 472.00' | 15.59' |
| C8 | 90°00'00" | 20.00' | 31.42' |
| C9 | 5°04'34" | 162.00' | 14.35' |
| C10 | 4°47'57" | 162.00' | 13.57' |
| C11 | 83°55'40" | 20.00' | 29.30' |
| C12 | 0°57'45" | 572.00' | 9.61' |
| C13 | 95°36'29" | 20.00' | 33.37' |
| C14 | 0°28'57" | 511.19' | 4.31' |
| C15 | 83°41'19" | 20.00' | 29.21' |
| C16 | 9°00'37" | 167.00' | 26.26' |
| C17 | 5°15'50" | 218.00' | 20.03' |
| C18 | 3°43'37" | 328.00' | 21.34' |
| C19 | 3°21'21" | 567.19' | 33.22' |
| C20 | 1°54'54" | 567.19' | 18.96' |

| RADIAL LINE TABLE | | | |
|---|---|---|---|
| Line # | Bearing | Line # | Bearing |
| R1 | N 74°18'56" E | R19 | N 85°14'27" E |
| R2 | N 75°29'30" E | R20 | S 77°40'06" E |
| R3 | S 82°31'26" E | R21 | S 26°01'48" W |
| R4 | N 63°05'56" W | R22 | S 57°36'18" W |
| R5 | N 66°08'25" W | R23 | S 58°49'53" W |
| R6 | N 70°23'24" W | R24 | S 77°22'19" W |
| R7 | N 77°29'09" W | R25 | S 85°26'22" W |
| R8 | N 85°17'59" W | R26 | N 81°13'42" E |
| R9 | S 88°18'49" W | R27 | N 72°55'41" E |
| R10 | S 86°30'35" W | R28 | N 55°25'29" E |
| R11 | S 81°55'38" W | R29 | N 54°21'45" E |
| R12 | S 77°44'35" W | R30 | N 36°22'39" E |
| R13 | S 75°32'27" W | R31 | N 26°17'36" E |
| R14 | S 31°44'43" E | R32 | N 24°01'35" W |
| R15 | S 17°20'10" E | R33 | N 35°33'49" W |
| R16 | S 04°26'35" W | R34 | N 65°10'37" E |
| R17 | N 71°51'53" W | R35 | N 55°44'00" E |
| R18 | S 55°16'20" W | R36 | N 22°21'42" E |

NORTH

60 30 0 60 120

SCALE:1" = 60'

RESERVED FOR CLERK AND RECORDER'S USE



82061_156_HIGH_SIERRA_20TH_FP_PROD.DWG 82061.156 4/09/25 MDB

# Subdivision Improvements Agreement
# & Waiver of Right to Protest
# Future Special Improvement Districts
# High Sierra Subdivision, Twentieth Filing

## Table of Contents


I. VARIANCES ..... SIA-2

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS ..... SIA-2

III. TRANSPORTATION ..... SIA-4

- A. Streets ..... SIA-4
- B. Sidewalks ..... SIA-4
- C. Street Lighting ..... SIA-4
- D. Traffic Control Devices ..... SIA-5
- E. Access ..... SIA-5
- F. Billings Area Bikeway and Trail Master Plan ..... SIA-5
- G. Public Transit ..... SIA-5

IV. EMERGENCY SERVICE ..... SIA-6

V. STORM DRAINAGE ..... SIA-6

VI. UTILITIES ..... SIA-7

- A. Water ..... SIA-7
- B. Sanitary Sewer ..... SIA-7
- C. Power, Telephone, Gas, and Cable Television ..... SIA-8

VII. PARKS/OPEN SPACE ..... SIA-8

VIII. IRRIGATION ..... SIA-8

IX. SOILS/GEOTECHNICAL STUDY ..... SIA-8

X. FINANCIAL GUARANTEES ..... SAI-8

XIII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER ..... SAI-9

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 HIGH SIERRA SUBDIVISION, TWENTIETH FILING

**THIS AGREEMENT** is made and entered into this ____ day of _____, 20___, by and between **HIGH SIERRA II, INC.**, whose address for the purpose of this agreement is 175 North 27th Street, Suite 900, Billings, MT 59101, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, at a regular meeting conducted on the 28th day of September 2021, the Board of Planning recommended conditional approval of a preliminary plat of High Sierra Subdivision, 20th Filing; and

**WHEREAS**, at a regular meeting conducted on the 25th day of October 2021, the City Council conditionally approved a preliminary plat of High Sierra Subdivision, 20th Filing; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS,** the provisions of this agreement shall be effective and applicable to High Sierra Subdivision, 20th Filing upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

## I. VARIANCES

**A.** Subdivider has requested, and the City hereby grants, the following variances by the City Council from the strict interpretation of the City's Subdivision Regulations (Section 23.1401, BMCC):

1. No Variances are requested.

## II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

**A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

**B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat, and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety. In addition, this subdivision is being built in close proximity to prime prairie dog habitat and lot owners will be responsible for any costs and damages incurred due to the presence of prairie dogs.

**C.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

**D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider, and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

**E.** Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of the parkland dedicated with various filings of High Sierra Subdivision, including High Sierra Subdivision, 20th Filing, and future filings of High Sierra Subdivision.

**F.** The Subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

**G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Chapter 28, BMCC and detailed in the Billings Stormwater Management Manual.

**H.** The lowest finish floor elevation (which includes the garage) shall be a minimum of 18-inches higher than the top of curb, measured from the highest location along the lot frontage. Home builder and lot owner may find it necessary to raise the finish floor elevation of house or garage above this minimum during on-site building design and/or during on-lot grading.

**I.** The stormwater runoff from individual lots shall be directed toward the public right-of-way wherever possible. However, due to the existing terrain of the subdivision this is not possible for every lot. Where runoff from lots cannot be directed to public right-of-way because existing terrain is falling away from the public right of way, the stormwater runoff shall be directed to flow to the same location as it has historically. Home builder and lot owners shall consider the effect of potential off-lot run-on waters from lots uphill of the subject lot, and grade around the home to provide positive drainage away from the home. Home builder and lot owners must take necessary measures to protect the house from surface stormwater flows. Lots shall allow, through on-site building design and on-lot grading, for stormwater to pass through each lot without negatively impacting adjacent lots. The lowest openings on each home (window wells) are to be located outside the designated drainage paths. If this is not possible, the builder and lot owners must take necessary measures to protect these openings from inundating from surface water flows. In any case, the homebuilder shall allow enough space between window wells and property lines to provide sufficient swales and proper storm water drainage away from window wells.

**J.** Each owner of a completed lot shall be a member of the High Sierra Subdivision Homeowners Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of a lot. The Homeowners Association will be set up to maintain the permanent stormwater detention facilities. The HOA Board of Directors shall have the power, in its discretion, to exclude costs of major repairs or approved capital improvements to the HOA Storm Water System from the regular monthly assessments and, instead, impose special assessments for these expenses, and for emergencies, as they are incurred.

## III. TRANSPORTATION

### A. Streets

1. Subdivider will enter into a private contract for the construction of all required improvements for those streets within the subdivision, as follows:

   Modera Avenue, Lindero Boulevard, Madrid Drive and Salinas Circle will be constructed within a 56-foot right-of-way using curb and gutter and full-width pavement (34-feet back of curb to back of curb). Curb and Gutter will be installed per the City of Billings Standards in place at time of construction.

### B. Sidewalks

1. Sidewalk on the internal streets shall be installed at the time of individual lot development. The sidewalk shall consist of a 5-foot-wide boulevard type sidewalk with a minimum 5-foot-wide boulevard.

2. Subdivider will install accessible ramps at the intersections, which shall be completed with the subdivision improvements.

3. A 12-foot-wide sidewalk shall be constructed in the 20-foot-wide right-of-way corridors and shall be installed at the time of private contract construction.

### C. Street Lighting

Construction or installation of streetlights within the public rights-of-way shall not be required at this time, but streetlights are included in the Waiver referenced herein for construction of the same in the future. A maintenance district for streetlights may be formed for future maintenance of any streetlights installed in the future.

## D. Traffic Control Devices

The Subdivider shall furnish and install all necessary traffic control devices within and adjacent to the Subdivision in accordance with the plans and specification submitted to and approved by the City Engineer. Traffic control devices shall include all necessary signing, striping, and channelization devices to properly complete the implementation of the proposed street construction.

Based on the Traffic Impact Study (TIS) update letter, the 20th Filing development's portion of critical volumes for impacted intersections are as follows (based on a $250,000.00 intersection improvement cost):

| | |
|---|---|
| Wicks Lane/Gleneagles Blvd | 1.37% ($3,425.00) |
| Wicks Lane/Fantan Street | 1.53% ($3,825.00) |
| Wicks Lane/St. Andrews Dr. | 1.21% ($3,025.00) |
| Annandale Road/Gleneagles Blvd | 0.17% ($425.00) |
| Annandale Road/St. Andrews Dr. | 0.18% ($450.00) |

City and Subdivider agree that the Subdivider will be required to make cash contributions to these intersections prior to final plat approval.

## E. Access

Modera Avenue and Lindero Boulevard provide access to the subdivision. The interior streets will be located within a 56-foot right-of-way and will have a width of 34-feet back of curb to back of curb.

## F. Billings Area Bikeway and Trail Master Plan

The Billings Area Bikeway Plan (2017) shows no trail connections within the proposed area of High Sierra Subdivision, 20th Filing, and as such, no trail improvements are required as part of this subdivision.

## G. Public Transit

The subdivision does not require improvements to ensure public transit service.

## IV. EMERGENCY SERVICE

The City will provide emergency service. Fire hydrants shall be provided at each street intersection and at intermediate locations where distances exceed 500-feet. Appropriate turnarounds will be located on any dead-end street in excess of 150-feet.

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and fire hydrant(s) in place to allow for fire suppression requirements. Prior to issuance of a building permit for construction using combustible materials (i.e., lumber, plywood, wood trusses, etc.), fire apparatus access roads, and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150-feet of the furthest portion of a building under construction as measured along an approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of 20-feet-wide.
- An operational fire hydrant shall be located within 600-feet of the furthest portion of a residence under construction or within 400-feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

## V. STORM DRAINAGE

Storm drainage for the public streets shall be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains, and with discharge to a stormwater detention facility that is located within an off-site area on Lot 17, Block 6, High Sierra Subdivision, 11th Filing generally north of the future projection of Gleneagles Boulevard designated for storm water detention. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 20th Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual* and Section 23-706, BMCC, a stormwater management plan shall be submitted to and approved by the Engineering Division prior to filing of the final plat.

The drainage system improvements will be in accordance with the recommendations of the stormwater analysis and report prepared and submitted with the improvement plans and specifications. Maintenance of the stormwater detention area and associated drainage facilities shall be by the High Sierra Subdivision HOA.

## VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the Subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

### A. Water

The subdivision will be served by making two connections to public water mains, one on Modera Avenue, just north of the Modera Avenue/Anacapa Lane intersection and one on Lindero Boulevard just west of the intersection of Lindero Boulevard/Matador Avenue. A 12-inch water main will be installed in Modera Avenue and Madrid Drive west of Modera Avenue. An 8-inch water main will be installed in the remaining local interior streets of the subdivision which is subject to approval from the City of Billings. The water main within the subdivision will make looped connections whenever possible. Fire hydrants will be provided at all appropriate locations and are also subject to approval by the City of Billings.

### B. Sanitary Sewer

The subdivision will be served by making a connection to an existing 8-inch diameter sewer main located in Modera Avenue and to an existing

15-inch sewer main located in Lindero Boulevard. 15-inch sewer main will be extended in Lindero Boulevard, 12-inch sanitary sewer main will be located in Madrid Drive, and 8-inch sanitary sewer main will be located in the remaining streets in the subdivision.

### C. Power, Telephone, Gas, and Cable Television

All telephone, gas, electrical power, and cable television lines shall be the responsibility of the Subdivider. Any line located within public right-of-way shall be subject to approval of the City Engineer.

## VII. PARKS/OPEN SPACE

Section 76-3-621 of the Montana Subdivision and Platting Act covers the park dedication requirement. Additionally, Section 23-1002. B.1 of the City of Billings municipal code covers parkland dedication of major subdivisions. High Sierra Subdivision, 20th Filing requires a parkland dedication 1.375 acres. The Subdivider will make a cash in-lieu contribution for the 1.375 acres in lieu of parkland dedication.

Lot owners are advised they will be subject to inclusion in a Special Improvement District (SID) for the development and a Parks Maintenance District (PMD) for the operation and maintenance of this and future parks within High Sierra Subdivision.

## VIII. IRRIGATION

No permanent irrigation ditches, field laterals, or irrigation easements exist on the subdivision.

## IX. SOILS/GEOTECHNICAL STUDY

A geotechnical report was performed within the area of this subdivision and submitted with the preliminary plat. The Geotechnical Investigation Report for High Sierra Subdivision 20th Filing Billings, Montana was completed by Rimrock Engineering Inc. and dated July 28, 2021.

It is recommended that owners, purchasers, realtors, builders, and developers fully familiarize themselves with the information contained in this report prior to design or construction.

## X. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install, and construct said required improvements with cash or by utilizing the mechanics of a special improvement

district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

## XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

**A.** Subdivider agrees to guarantee all public improvements for a period of two year from the date of final acceptance by the City of Billings.

**B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

**C.** The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

**D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

**E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

**F.** Subdivider shall comply with all applicable federal, state, & local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

By: _____

Its: VP

STATE OF MONTANA )
: ss
County of Yellowstone )

On this 18th day of April, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Landell Loep, known to me to be the person who executed the foregoing instrument as the Vice president of **HIGH SIERRA II, INC.**, and acknowledged to me that he/she executed the same.

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA

VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

Verleen K. Parker
Notary Public in and for the State of Montana
Printed Name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20___.

"CITY" **CITY OF BILLINGS, MONTANA**

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA )
: ss
County of Yellowstone )

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

_____
Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

# WAIVER OF RIGHT TO PROTEST
# FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors, and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:

High Sierra Subdivision, 20th Filing

Signed and dated this 18th day of April, 2025.

"SUBDIVIDER" **HIGH SIERRA II, INC.**

VP

STATE OF MONTANA )
: ss
County of Yellowstone )

On this 18th day of April, 2025, before me, a Notary Public in and for the State of Montana, personally appeared Landell Leep, known to me to be the VP of **HIGH SIERRA II, INC.,** the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEROF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Verleen K. Parker
Notary Public in and for the State of Montana
Printed Name: Verleen K. Parker
Residing at: Billings, Montana
My commission expires: 6/2/27

VERLEEN K. PARKER NOTARIAL SEAL STATE OF MONTANA
VERLEEN K. PARKER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
June 2, 2027

CITY OF
Billings
MAYOR'S OFFFICE

Bill Cole, Mayor
P.O. Box 1178
Billings, MT 59103
P 406.657.8296
F 406.657.8390

October 25, 2021

High Sierra II, Inc.
175 N 27th Street, Suite 900
Billings, MT 59101

Dear Applicant:

On October 25, 2021, the Billings City Council conditionally approved the preliminary plat of High Sierra Subdivision, 20th 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 for locating and providing the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Dave Green at (406) 247-8666 or by email at greend@billingsmt.gov

Sincerely,

William A. Cole

William A. Cole, Mayor

pc: Sanderson Stewart
High Sierra II, Inc.

## FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of High Sierra Subdivision, 20th Filing. These findings are based on the preliminary plat application and supplemental documents; addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

**A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]**

**1. Effect on agriculture and agricultural water user facilities**

The subject property is currently dry land grass and shrubs. There are no water rights being transferred to subdivision property owners. There are no existing ditches near this proposed development. The subdivision should not affect agricultural water users' facilities.

**2. Effect on local services**

a. **Utilities** – Public water services to the subject property will be provided by the City of Billings. The subdivision will be served by making two connections to public water mains, one on Modera Avenue, just north of the Modera Avenue/Street 1 (Temporary Name) intersection and one on Lindero Boulevard just west of the intersection of Lindero Boulevard/Matador Avenue. A 12-inch water main will be installed in Modera Avenue and Street 3 (Temporary Name) west of Modera Avenue. An 8-inch water main will be installed in the remaining local interior streets of the subdivision. The water main within the subdivision will make looped connections whenever possible. All water line construction shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings. The City of Billings Engineering Department will review and approve all proposed water lines prior to installation.

Fire hydrants will also be installed as required by the City of Billings Fire Department. The City Fire Department with review and approve all proposed hydrant locations prior to installation.

Sanitary sewer service will be provided by the City of Billings by making a connection to an existing 8-inch diameter sewer main located in Modera Avenue and to an existing 15-inch sewer main located in Lindero Boulevard. The 15-inch sewer main will be extended in Lindero Boulevard to Street 3 (Temporary Name), a 12- inch sanitary sewer main will be located in Street 3 (Temporary Name), and an 8-inch sanitary sewer main will be located in the remaining streets in the subdivision. All sewer line construction shall be installed in conformance with the design standards, specification, rules and regulations of the City of Billings Engineering Department. The City of Billings Engineering Department will review and approve all proposed sanitary sewer lines prior to installation.

All telephone, gas, electrical power, and cable television lines that are placed within the public right-of-way shall be installed prior to surface improvements.

b. **Storm water** – Stormwater management for the proposed subdivision will be provided by a combination of surface drainage and curbs and gutters, drained to underground storm drains. Storm water will discharge to a stormwater detention facility located in an off-site area on Lot 17, Block 6, High Sierra Subdivision, 11th Filing. It is generally located north of the future projection of Gleneagles Boulevard designated specifically for storm water detention. This detention facility will be sized to accept runoff generated from the High Sierra Subdivision, 20th Filing. Stormwater management facilities for the subdivision must be able to pass flows generated outside the subdivision area without inundating existing and proposed home sites. All proposed stormwater management will be reviewed and approved by City of Billings Engineering Department to ensure it meets the master planned stormwater plan for High Sierra Subdivision. All drainage improvements shall comply with the provisions of the City of Billings Stormwater Management Manual and Section 23-706, BMCC, a stormwater management plan shall be submitted to the Engineering Division prior to filing of the final plat.

c. **Solid waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.

d. **Streets** – Access to the lots in this proposed subdivision is from Modera Avenue and Lindero Boulevard. All new streets will be in a 56-foot-wide right of way and will be constructed to 34-foot wide, back of curb to back of curb road. Road construction will include installation of accessible ramps at the intersections.

Sidewalks will be installed at the time of individual lot development. All sidewalks will be boulevard type walks with 5-foot wide boulevard sidewalks.

e. **Emergency services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The fire station that serves this area is located at 1601 St. Andrews Drive (Station #6).

The subdivision is located within the ambulance service area of American Medical Response (AMR).

Comments from the Police department state that continued expansion of subdivisions will require additional resources to maintain acceptable levels of service.

f. **Schools** – School District #2 provides service to students within this subdivision from elementary to high school (Eagle Cliffs Elementary School, Castle Rock Middle School, and Skyview High School). School District #2 shows some additional capacity at the schools listed above.

g. **Parks and Recreation** – The parkland dedication requirement for this subdivision is 1.382 acres. This will be met with a cash in lieu contribution.

Lot owners are advised they will be subject to inclusion in a Parks Maintenance District (PMD) for the operation and maintenance of existing and future parks within High Sierra Subdivision.

h. **Mail Delivery -** The United States Postal Service will provide postal service to the subdivision. They have requested the installation of centralized mailbox unit (CBUs). The developer will work with the USPS to provide a satisfactory location for a CBU for this filing. **(Condition #1)**

**3. Effect on the natural environment**

The subject property is relatively level land adjacent to urban development to the south. A geotechnical study was performed for the subdivision by Rimrock Engineering, Inc. dated July 28, 2021. It is recommended lot purchasers fully review that report prior to building on lots. The subdivision should have a minimal effect on the natural environment.

**4. Effect on wildlife and wildlife habitat**

There are no known endangered or threatened species on the property. Future property owners should be aware that the proposed subdivision is located near prime wildlife habitat and adjacent to open grassland areas, therefore conflicts with wildlife may occur. Any damage caused by wildlife is the responsibility of the owner. This notice is in the SIA under the heading II. Property Conditions and Information for Lot Purchasers.

**5. Effect on the public health, safety and welfare**

Fire hydrants will be installed to meet fire department requirements. Sidewalks will offer a safe place for pedestrians to walk. The effects on public health and safety should be minimal.

**B. Was an Environmental Assessment required? [(MCA 76-3-603 and BMCC 23-302.H.1.]**

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

**C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-(8)]**

**1. City of Billings 2016 Growth Policy**

The proposed subdivision is consistent with the following goals of the Growth Policy:

> **Essential Investments:** Infill development and development near existing City infrastructure may be the most cost effective. (p.6)

**Strong Neighborhoods (livable, safe, sociable and resilient neighborhoods):** Neighborhoods that are safe and attractive and provide essential services are much desired. (p.8)

**Home Base (healthy, safe and diverse housing options)** Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings. (p.9)

**2. Billings Heights Neighborhood Plan**

The Billings Heights Neighborhood Plan, adopted in 2006, identifies this area for low-density residential development. The subdivision meets the following goals of the Heights Neighborhood Plan:

**Issue: Urban Sprawl**

**Issue:** Residential Development

**Goal:** To provide safe, good quality and affordable housing in the Heights. Develop housing patterns that are compatible with existing neighborhoods. Maintain similar housing in established neighborhoods.

**Objectives:** To encourage infill development and housing development that meets residents' desire to have similar housing within their neighborhood.

*This subdivision provides low-density residential single-family development in a neighborhood with existing low-density single-family development.*

**3. 2018 Billings Urban Area Long Range Transportation Plan**

The proposed subdivision adheres to the goals and objectives of the 2018 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

**4. Billings Area Bikeway and Trail Master Plan (BABTMP)**

The proposed subdivision lies within the jurisdiction of the BABTMP. The BABTMP does not show any trails within the proposed subdivision.

**D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]**

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

**E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]**

The subject property is located within the Suburban Neighborhood 3 (N3) zoning district. All building development on the lots shall comply with current zoning when applying for a building permit.

**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 furnish private utility easements as required by private utility providers.

**G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]**

Legal and physical access is provided to the proposed lots from Modera Avenue and Lindero Boulevard. A new internal road will provide access to individual lots. All streets are dedicated to the public as shown on the plat.

**CONCLUSIONS OF FINDINGS OF FACT**

- The preliminary plat of High Sierra Subdivision, 20th Filing does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway and Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

**RECOMMENDATION**

Staff recommends the Planning Board forward a recommendation of conditional approval of the preliminary plat of High Sierra Subdivision, 20th Filing, to the City Council, and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, October 25, 2021

William A. Cole

William A. Cole, Mayor

# Planning & Community Services Department

"Serving Billings, Broadview and Yellowstone County"

2825 3rd Ave. North, 4th Floor
Billings, MT 59101
Phone: (406) 657-8246
Fax: (406) 657-8327

**High Sierra Subdivision, 20th Filing**

Sanderson Stewart
1300 N Transtech Way
Billings, MT 59102

June 10, 2024

Sanderson Stewart;

This letter is to inform you that your request to extend the preliminary plat approval for High Sierra Subdivision, 20th Filing, for two additional years has been approved. The Billings City Council granted your request at their meeting on June 10, 2024, and extended the conditinal approval of the preliminary plat until October 25, 2026.

If you have any questions, feel free to give me a call 247-8666.

Sincerely,

David Green

Dave Green
Planner II

cc: File

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Amended Plat of Buffalo Crossing Subdivision, Lot 1, Block 3 - Final Minor Plat |
| **Presented by:** | Hunter Kelly, Planner 1 |
| **Department:** | Planning & Community Services |
| **Presentation:** | No |
| **Legal Review:** | Not Applicable |
| **Project Number:** | PZX-24-00232 |

## RECOMMENDATION

Staff recommends the City Council approve the final plat of Amended Plat of Buffalo Crossing Subdivision, Lot 1, Block 3.

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

On May 6, 2025, WWC Engineering applied for final plat approval for Amended Plat of Buffalo Crossing Subdivision, Lot 1, Block 3. The proposed subdivision creates three (3) lots for multifamily residential development. The subject property is generally located south of Grand Avenue and east of Buffalo Crossing Drive . The property is zoned NX2, Mixed Residential 2.

Staff has reviewed the application using the Administrative Review process outlined in City of Billings Subdivision Regulations Section 23-307. It has been determined that the proposed plat meets all the requirements of subdivision. Staff is forwarding a recommendation of final plat approval to the City Council. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

The administrative review process qualifications are listed below.

### Section 23-307. Subdivisions Qualifying for Administrative Review.

A. Eligibility. Subdivisions, hereafter referred to as "administrative review plats" are eligible for administrative review when:

*1. They meet the definition of a first minor subdivision from a tract of record or a subsequent minor subdivision from a tract of record; and*

This plat creates three lots. The current legal description is: Lot 1, Block 3, Buffalo Crossing Subdivision. The parcel meets the definition of a subsequent minor subdivision.

*2. Legal and physical access to all lots is provided; and*

Each lot has frontage on Little River Loop within the Buffalo Trail Subdivision.

*3. Complies entirely with locally adopted zoning regulations; and*

The proposed lots comply with the NX2 zoning. The lots are compliant with size and required street frontage.

*4. Complies entirely with the design standards and all other requirements of these regulations; and*

This proposed subdivision does comply with the design standards and all other requirements of these regulations.

*5. Does not require a variance to any subdivision regulations*

No variance was requested for this subdivision.

## STAKEHOLDERS

A public hearing is not scheduled for the City Council meeting; however, property owners may attend the City Council meeting and speak during the Public Comment Period. At this time, the Planning Division has received no public comments or questions regarding the proposed subdivision.

## ALTERNATIVES

The City Council may approve or deny the final plat of Amended Plat of Buffalo Crossing Subdivision, Lot 1, Block 3. If the City Council chooses to deny the final plat, the denial must be because the criteria in Section 76-3-611, MCA are not met.

The criteria are as follows:76-3-611. Review of final plat.
(1) The governing body or the agent or agency designated by the governing body shall examine each final plat, and the governing body shall approve the plat only if:

(a) it conforms to the conditions of approval set forth on the preliminary plat and to the terms of this chapter and (local) regulations adopted pursuant to this chapter; and

(b) the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid.

Staff finds the final plat is in compliance with the requirements of state statutes. City Council should approve the final plat.

## FISCAL EFFECTS

The final plat of this subdivision will have no financial impact on the Planning Division.

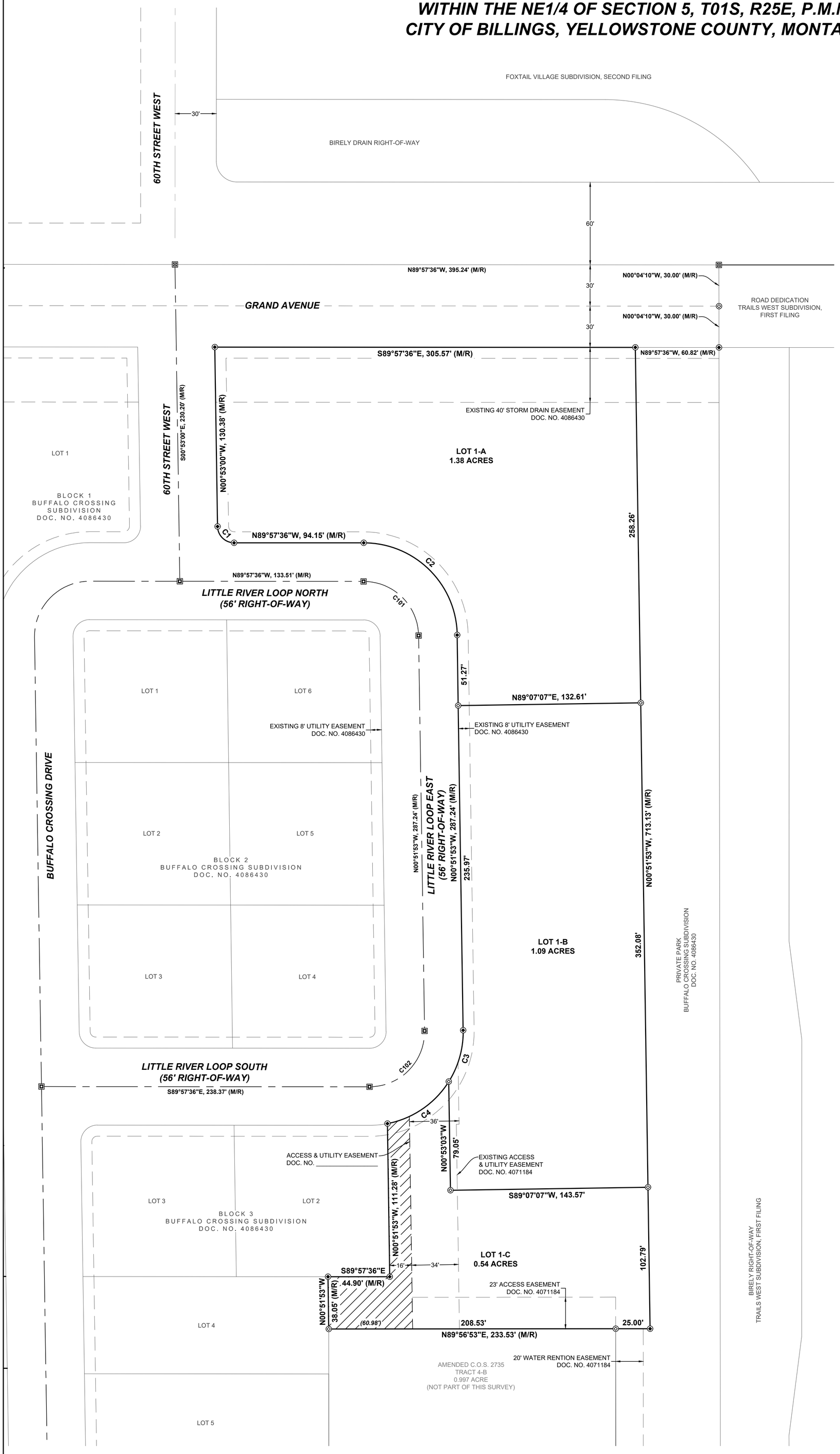
---

**Attachments**

Final Plat
Final SIA
Conditions of approval

# AMENDED PLAT OF BUFFALO CROSSING SUBDIVISION

***BEING LOT 1, BLOCK 3 OF BUFFALO CROSSING SUBDIVISION***
***WITHIN THE NE1/4 OF SECTION 5, T01S, R25E, P.M.M.***
***CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA***




**PREPARED FOR: BUFFALO CROSSING, LLC**
**DATE SURVEYED: MARCH 2025**
**PREPARED BY: WWC ENGINEERING**

## LEGAL DESCRIPTION

Lot 1, Block 3 of Buffalo Crossing Subdivision, Document No. 4086430, located in the NE1/4 of Section 5, T01S, R25E, P.M.M., City of Billings, Yellowstone County, Montana.

Said tract contains a gross and net area of 3.01 acres, more or less, and is subject to any easements, reservations, or other encumbrances that have been legally acquired.

## PROPERTY OWNER CERTIFICATE OF DEDICATION

We hereby certify that the new divisions of land shown hereon are subject to review under the Montana Subdivision and Platting Act, pursuant to M.C.A. 76-4-125 (1)(d)(i).

Dated this _____ day of _____, 20____

_____
Buffalo Crossing, LLC
Doug Wild, Manager

## ACKNOWLEDGMENTS

State of Montana )
:SS
County of Yellowstone )

On this _____ day of _____ , 20_____, before me, the undersigned a notary public for the State of Montana, personally appeared Doug Wild, as a Manager for Buffalo Crossing, LLC, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

_____
Notary Public for the State of _____

## CERTIFICATE OF CITY ATTORNEY

This Subdivision Plat has been reviewed by the City Attorney's Office and is acceptable to form.

Dated this _____ day of _____ , 20____

_____
Reviewed by

## CERTIFICATE OF CITY ENGINEER'S OFFICE

I hereby certify that I have examined the annexed plat and find that it conforms with Section 76-4-125(1)(d)(i) MCA, removing sanitary restrictions since the plat is inside a master planning area and is provided with municipal facilities for the supply of water and disposal of sewage and solid waste.

Dated this _____ day of _____ , 20____

_____
City Engineer's Office

## CERTIFICATE OF CITY COUNCIL APPROVAL

The City Council of the City of Billings, Yellowstone County, Montana does hereby certify that the accompanying plat for BUFFALO CROSSING SUBDIVISION has been duly examined and have found the same to confrom to the law and hereby approve it.

Dated this _____ day of _____ , 20____

_____
City of Billings, Montana

BY: _____
Mayor

ATTEST: _____
City Clerk

## CERTIFICATE OF EXAMINING SURVEYOR

Approved this _____ day of _____, 2024

_____
Montana Examining Land Surveyor

Licence No. _____

## CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described on this Subdivision Plat and encompassed by the proposed division have been paid.

Dated this _____ day of _____ , 20____

_____
Treasurer, Deputy
Yellowstone County, Montana

## CERTIFICATE OF SURVEYOR

I, Jake K. Ziska, a Montana Registered Land Surveyor being first duly sworn, deposes and says that during the month of February 2022, a survey was performed under my supervision of a tract of land to be known as AMENDED PLAT OF BUFFALO CROSSING SUBDIVISION, in accordance with the request of the owner thereof and in conformance with Montana Subdivision and Platting Act; said subdivision being in accordance with the Landowner's Certificate and as shown on the plat; and that the monuments found and set are of the character and occupy the positions hereon.

Dated the _____ day of _____, 20____

_____
Jake K. Ziska, MT #18636LS

MONTANA
JAKE K. ZISKA
No. 18636LS
LICENSED PROFESSIONAL LAND SURVEYOR

## SUPPORTING DOCUMENT

Subdivision Improvements Agreement - Document No. _____

## BASIS OF BEARING

Coordinate System (MT83-BLGS-IF)
Lambert Conformal Conic Projection
(Single Parallel)
North American Datum 1983(2011)

Standard Parallel & Grid Origin: 45°47'00"
Central Meridian: 108°25'00"
False Northing: 50,000m
False Easting: 200,000m
Standard Parallel Scale:1.0001515

## CERTIFICATE OF FILING BY CLERK AND RECORDER

SURVEYOR'S NOTE:
1. SEVERAL EXISTING MONUMENTS SHOWN ON PREVIOUS PLAT WERE FOUND TO BE DESTROYED BY CONSTRUCTION ACTIVITIES. SAID MONUMENTS WERE RESET USING PROPRIETARY DATA FROM PREVIOUS SURVEY AS SHOWN HERON.

***Lot Line Curve Table***

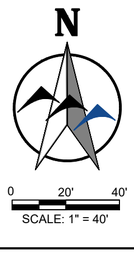
| *Curve No.* | *Radius* | *Length* | *Delta* | *Chord Bearing* | *Chord Length* |
|---|---|---|---|---|---|
| C1 | 12.00' | 18.66' | 89°04'36" | N45°25'18"W | 16.83' |
| C2 | 68.00' | 105.74' | 89°05'43" | N45°24'44"W | 95.40' |
| C3 | 68.00' | 39.19' | 33°01'28" | N15°38'51"E | 38.65' |
| C4 | 68.00' | 55.56' | 46°48'41" | N55°33'55"E | 54.02' |

***Road Centerline Curve Table***

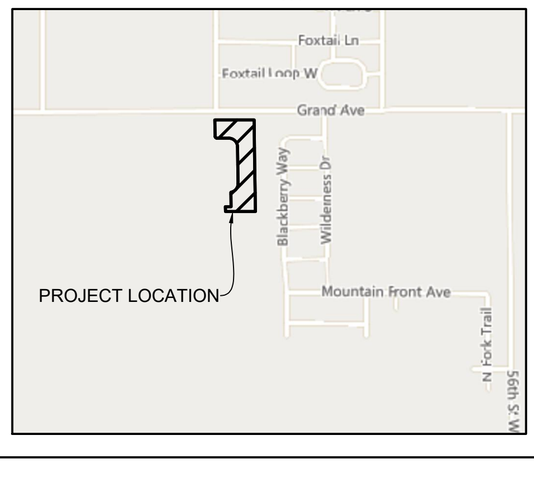
| *Curve No.* | *Radius* | *Length* | *Delta* | *Chord Bearing* | *Chord Length* |
|---|---|---|---|---|---|
| C101 | 40.00' | 62.20' | 89°05'43" | N45°24'44"W | 56.12' |
| C102 | 40.00' | 63.46' | 90°54'17" | N44°35'16"E | 57.01' |

## LEGEND

- FOUND QUARTER CORNER AS NOTED
- FOUND YELLOW PLASTIC CAP (ZISKA 18636LS) UNLESS NOTED OTHERWISE
- SET 5/8"x18" REBAR W/ YELLOW PLASTIC CAP (ZISKA 18636LS)
- FOUND CENTERLINE MONUMENT - BRASS CAP SET IN CONCRETE
- NOTHING FOUND OR SET
- EXISTING EASEMENT AS NOTED
- DEDICATED ACCESS & UTILITY EASEMENT
- CENTERLINE OF PUBLIC RIGHT-OF-WAY
- (M) MEASURED DISTANCE THIS SURVEY
- (R) RECORD DISTANCE BUFFALO CROSSING SUBDIVISION DOC. NO. 4086430




VICINITY MAP
1"=1000'




| QRTR. | SEC. | TWP. | RGE. |
|---|---|---|---|
| | 5 | 1S | 25E |

**AMENDED PLAT OF BUFFALO CROSSING SUBDIVISION**
JOB#: 2021-577

| REVISIONS | |
|---|---|
| Date | By |
| | |
| | |
| | |
| | |
| | |
| | |


WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210


Drawn By: AMR | Checked By: JKZ | Date: MARCH 2025 | Scale: 1" = 80'

PLOT STYLE: WWC COLOR.stb
04/15/2020 FILE PATH:K:\Billings\ISLAND_DEVELOPMENT\2021577 5900 Grand – Design And Permitting\05CAD\References\SurveyCAD\22577-Amended Plat.dwg

Return to:
Buffalo Crossing LLC
c/o Doug Wild
1655 Shiloh Road, Suite C
Billings, MT 59106

# SUBDIVISION IMPROVEMENTS AGREEMENT & WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS

## Amended Plat of Buffalo Crossing Subdivision

## Table of Contents

## (City of Billings)


I. VARIANCES ..... 2

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS ..... 2

III. TRANSPORTATION ..... 4

A. Streets ..... 4

B. Street Lighting ..... 4

C. Traffic Control Devices ..... 4

D. Billings Area Bikeway and Trail Master Plan ..... 4

IV. EMERGENCY SERVICE ..... 4

V. STORM DRAINAGE ..... 5

VI. UTILITIES ..... 5

A. Water ..... 6

B. Sanitary ..... 6

C. Power, Telephone, Gas, and Cable Television ..... 6

VII. PARKS/OPEN SPACE ..... 6

VIII. IRRIGATION ..... 6

IX. SOILS/GEOTECHNICAL STUDY ..... 7

XI. FINANCIAL GUARANTEES ..... 7

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER ..... 7

**SUBDIVISION IMPROVEMENTS AGREEMENT**
**& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT DISTRICTS**

**Amended Plat of Buffalo Crossing Subdivision**

**This agreement** is made and entered into this 5th day of MAY, 2025 by and between *Buffalo Crossing, LLC* whose address for the purpose of this agreement is **353 Old Hays Road, Hays, MT 59527**, hereinafter referred to as "Subdivider," and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as "City."

**WITNESSETH:**

**WHEREAS**, the plat of Amended Plat of Buffalo Crossing Subdivision (the Subdivision), located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the City prior to the approval of the final plat.

**WHEREAS,** the provisions of this agreement shall be effective and applicable to Amended Plat of Buffalo Crossing Subdivision upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

## I. VARIANCES

1. No variances requested.

## II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

**A.** Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development. If sidewalk is not constructed within 5 years, the City has the right to construct the sidewalk and assess the property owners.

**B.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana

Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

**C.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

**D.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

**E.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

**F.** The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

**G.** Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

**H.** Due to the potential flood waters from the Cove Creek Drainage, the main finish floor of each house is recommended to be a minimum of 18 inches above the top of curb elevation in the front of each lot.

**I.** For the Lot owners of the Northernmost apartments in Lot 1, Block 3, the finished floor elevation will be at least 3331.58', which is 18" above the top back of curb.

## III. TRANSPORTATION

### A. Streets

*1. Street Construction*

There shall be no new street construction required with this Subdivision.

*2. Roads and Access*

The Subdivision will be accessed from Litte River Loop North, Little River Loop East, and Little River Loop South which were constructed with private contract P-793 for Buffalo Crossing Subdivision.

*3. Rights-of-way*

There are no rights-of-ways being dedicated with this Subdivision.

*4. Street Construction, Widening, Multi-use Trail and Sidewalks*

There is no street or sidewalk construction required to be completed with this Subdivision.

### B. Street Lighting

Construction or installation of streetlights shall not be required at this time. If streetlights are installed, a street light maintenance district will be formed for the entire Subdivision to accommodate maintenance of streetlights. Streetlights and the associated maintenance district shall be included in the waiver of right to protest.

### C. Traffic Control Devices

No traffic signals are required with this Subdivision.

### D. Billings Area Bikeway and Trail Master Plan

The Subdivision does not have proposed future bikeway or trails included within the 2017 Update of the Bikeway + Trails Master Plan Update. A pathway connection in the Subdivision was completed with private contract P-793 for Buffalo Crossing Subdivision.

## IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction

using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

## V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of development. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

- Storm Drain. The Subdivider will manage storm drainage within Subdivision in accordance with the City of Billings Stormwater Management Manual (2018). A single storm pond is provided on Lot 1, Block 9 of Buffalo Crossing Subdivision for the management of all stormwater to meet City requirements.

- The Subdivider acknowledges that there exists the potential for ditches and drains to overtop during rain events, resulting in flooding to adjacent properties. The locations and rate of overtopping is unknown; however, the Subdivider shall account for this potential when subdividing, constructing homes or businesses and shall use flood proofing or establish elevations and grading plans accordingly to mitigate flooding. The degree of improvements required will depend on the character of the adjacent ditch and drain and the location of development along the ditch and drain.

- In addition, the Subdivider acknowledges that there exists the potential for adjacent ditches and drains to leak contributing to seasonally high groundwater conditions within the Subdivision; seasonal high groundwater will need to be accommodated in the design of stormwater management facilities and in building construction.

## 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 an application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division. The extension/connection of/to water mains

and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable water and sanitary sewer System Development Fee (SDF) in effect at the time each individual building permit is issued. The SDF is attached to and paid for with each building permit.

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

An 8-inch water main has been installed within Little River Loop North, Little River Loop East, and Little River Loop South with private contract P-793 for Buffalo Crossing Subdivision.

### B. Sanitary

An 8-inch sanitary sewer main was constructed on 60$^{th}$ Street West to connect to the sanitary main located within Grand Avenue. The gravity sanitary sewer was constructed adjacent to this Subdivision as part of private contract P-793 and no further main improvements are required.

### C. Power, Telephone, Gas, and Cable Television

The telephone, gas, electrical power, and cable television lines have been installed in designated easements outside of the right-of-way.

## VII. PARKS/OPEN SPACE

The parkland dedication was included with Buffalo Crossing Subdivision. Therefore, parkland dedication is not required with this Subdivision.

## VIII. IRRIGATION

With the development of the Subdivision, the Subdivider and City agree that the irrigation ditch currently running along the north side of the property shall be perpetuated and an easement was provided as part of the Buffalo Crossing Subdivision previously. Any improvements to the ditch shall be permitted and approved by the ditch owner. All irrigation rights or ditch shares associated with this property shall be terminated and no longer transferred to any property undergoing residential development.

## IX. SOILS/GEOTECHNICAL STUDY

A preliminary geotechnical analysis was completed for Buffalo Crossing Subdivision. Therefore, a geotechnical analysis is not required with this Subdivision.

## X. FINANCIAL GUARANTEES

There are no improvements required with this Subdivision. Therefore, there is no financial guarantees necessary.

## XI. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

**A.** Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

**B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

**C.** The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

**D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

**E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

**F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and official seals on the date first above written.

"SUBDIVIDER" *Buffalo Crossing, LLC*

Doug Wild, Member

STATE OF MONTANA )
: ss
County of )

On this 5TH day of MAY, 2025 before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be a Member of *Buffalo Crossing, LLC,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

AARON M REDLAND
Notary Public in and for the State of Montana
Printed Name: AARON M REDLAND
Residing at: BILLINGS, MT
My commission expires: DEC. 20, 2028

AARON M. REDLAND NOTARIAL SEAL STATE OF MONTANA
AARON M. REDLAND
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
December 20, 2028

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 incident to the above which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows: *Amended Plat of Buffalo Crossing Subdivision*

Signed and dated this 5TH day of MAY, 2025

Buffalo Crossing, LLC

Doug Wild, Member

STATE OF MONTANA )
: ss
County of Yellowstone )

On this 5TH day of MAY, 2025 before me, a Notary Public in and for the State of Montana, personally appeared Doug Wild, known to me to be a Member of *Buffalo Crossing, LLC,* who executed the foregoing instrument and acknowledged to me that he/she executed the same.

AARON M REDLAND

Notary Public in and for the State of Montana
Printed Name: AARON M REDLAND
Residing at: BILLINGS, MT
My commission expires: DEC. 20, 2028

AARON M. REDLAND NOTARIAL SEAL STATE OF MONTANA

AARON M. REDLAND
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
December 20, 2028

Billings
PLANNING
& COMMUNITY
SERVICES

BILLINGS - YELLOWSTONE COUNTY
MPO
METROPOLITAN PLANNING ORGANIZATION

City/County
Planning Division

Billings
Metropolitan
Planning
Organization

316 N 26th
Street, 5th Floor
Billings, MT
59106
P 406.247.8676

February 7, 2025

Greg Reid
WWC Engineering
550 S 24th Street W, Suite 201
Billings, MT 59102

Dear Applicant/Engineer:

On February 7, 2025 the City of Billings, Planning Division conditionally approved the preliminary plat of Amended Plat of Buffalo Crossing Subdivision, subject to the following conditions of approval:

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of deliver system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.

2. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

3. The final plat shall comply with all requirements of the City of Billings Subdivision Regulations, rules, regulations, policies, and resolutions of the City of Billings, and the laws and Administrative Rules of the State of Montana.

Should you have any questions please contact Hunter Kelly at (406) 247-8613 or by email at kellyh@billingsmt.gov

Sincerely,

Wyeth Friday, Director
Planning and Community Services Department

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Resolution to Adopt the City of Billings Purchasing Policy |
| **Presented by:** | Liz Kampa |
| **Department:** | Finance |
| **Presentation:** | No |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends City Council approve the resolution to adopt the City's Purchasing Policy.

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

City staff has been tasked with conducting a thorough review of the contract solicitation procedures across all departments, with a particular emphasis on professional services. The aim is to deliver consistent recommendations for Citywide implementation. During this analysis, it was identified that the City's previous policy document had been mistakenly repealed. The proposed resolution will serve as its replacement.

Purpose: The goal of the Purchasing Policy is to provide clear directives for City staff to ensure maximum value for expenditures associated with the acquisition of all goods and services to comply with all applicable federal, state and local laws; and, to establish procedures for implementation of the Policy through an Administrative Order. As requested, a draft of the Procedures is attached.

Key Changes to the Procedures:

1. A Request for Qualifications process from which the short-listed firms may submit a project-specific proposal.
    - This will occur at least biennially; or as permitted by Federal regulations, with a minimum frequency of once every five years.
2. A Request for Proposals process specific to Architectural, Engineering and Land Surveying services, which shall include a scoring matrix, but price may not be requested and will be negotiated with the selected firm.
3. A standard Request for Proposals process, including a scoring matrix, as well as a sealed price matrix.

Additionally, the Purchasing Procedures are made available on the City's website within the Finance Department at https://www.billingsmt.gov/finance, however the policy document was not easily located if the search contained the word "policy." Once adopted, staff will place both the Policy and Procedures in appropriate locations on the website, to make them more easily located via the search function.

## STAKEHOLDERS

Considerable input was received by City staff, as well as a focus group of seven individuals from the local architectural and engineering community. That feedback has been incorporated into a revised Purchasing Procedure manual, which will be adopted by Administrative Order.

## ALTERNATIVES

City Council may:

- Approve the Resolution to adopt the Purchasing Policy; or,
- Not Approve the Resolution to adopt the Purchasing Policy and provide further direction to staff.

## FISCAL EFFECTS

The adoption of this resolution will not directly affect City finances.

## SUMMARY

Staff recommends City Council approve the resolution to adopt the City's Purchasing Policy.

**Attachments**

Purchasing Policy Resolution
Draft Purchasing Procedures

RESOLUTION NO. 25- _____

**A RESOLUTION OF THE BILLINGS, MONTANA CITY COUNCIL ADOPTING A CITY-WIDE PURCHASING POLICY**

WHEREAS, the City of Billings purchases a substantial amount of goods and services each year through its various departments and agencies; and,

WHEREAS, each year the City Council duly approves and adopts by resolution, a budget which provides specific funding for specific purposes; and,

WHEREAS, formal approval of said annual budget constitutes legal authorization by the City Council to expend funds for specified purposes; and,

WHEREAS, it is City Council's priority to have a purchasing program that is clear, consistent, promotes fairness and competition, and maintains the public trust that funds are spent prudently for the procurement of materials, supplies, equipment and professional services for the operation of municipal departments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

Section 1: It is the policy of the City of Billings to obtain maximum value for all funds expended in the purchase of goods and services, and to establish systematic, consistent and fiscally responsible accountability and control over all City purchases.

Section 2: This policy applies to all activities, including the City's state and federally funded programs or grants and other entities under the authority of the City Administrator and/or City Council.

Section 3: It is the policy of the City of Billings that all purchases comply with applicable federal, state, and local laws.

Section 4: Pursuant to the City of Billings Charter Sec. 4.03, the City Administrator shall establish procedures and standards necessary for implementation of this policy.

Section 5: This resolution shall be immediately effective and remain in effect thereafter until changed by resolution.

APPROVED AND ADOPTED by the City Council this _____ day

of _____, 2025.

THE CITY OF BILLINGS:

BY:_____

William A. Cole, MAYOR

ATTEST:

BY:_____

Denise Bohlman, CITY CLERK

# CITY OF BILLINGS

# PURCHASING

# PROCEDURES

## May 2025

DRAFT

**All forms, template documents, etc. are located on the Server at: \\bil-fileserv3\AllUsers\Purchasing**

# TABLE OF CONTENTS


A. ROLES OF PURCHASING ..... 5

A.1 DEPARTMENTAL STAFF ..... 5

A.2 THE PURCHASING AGENT ..... 5

B. PURCHASING PROCEDURES ..... 6

GENERAL: ..... 6

B.1 PROCUREMENT THRESHOLDS ..... 7

B.2 PERFORMANCE, PAYMENT AND/OR LABOR AND MATERIALS BONDS ..... 8

B.3 INSURANCE ..... 9

COMPETITION METHODS ..... 9

B.5 INVITATION FOR BID (IFB) PROCESS ..... 9

B.5 REQUEST FOR PROPOSAL AND QUALIFICATIONS (RFP & RFQ) PROCESSES ..... 12

B.6 STANDARD RFP PROCESS ..... 14

B.7 RFQ - ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING SERVICES ..... 15

B.8 LEGAL ADVERTISEMENT REQUIREMENTS ..... 17

B.9 SOLE SOURCE PROCUREMENT ..... 18

B.10 DEBARMENT: ..... 19

C. PURCHASING METHODS ..... 19

C.1 PETTY CASH ..... 19

C.2 PURCHASING CARDS ..... 19

C.3 ENCUMBRANCES/ORDERS ..... 20


DRAFT

C. 4 INVOICES ..... 20

D. SPECIAL PURCHASING DETAILS AND INFORMATION ..... 21

D.1 COOPERATIVE PURCHASING ..... 21

D.2 PREVAILING WAGE RATES (DAVIS BACON ACT) ..... 22

D.3 STATE GROSS RECEIPTS TAX ..... 22

D.4 REAL PROPERTY SALE AND ACQUISITION ..... 22

D.5 USED EQUIPMENT PROCUREMENT ..... 22

D.6 EMERGENCY PURCHASES AND CONTRACTS ..... 23

D.7 CITY-WIDE PROCEDURES FOR THE PURCHASE OF PRINTERS, FAXES, COPIERS AND TONER ..... 24

E. SURPLUS PROPERTY PROCUREMENT AND DISPOSAL ..... 24

E.1 SURPLUS PROPERTY PROCUREMENT ..... 24

E.2 SURPLUS PROPERTY DISPOSAL ..... 24

F. DELEGATIONS OF AUTHORITY - APPROVALS ..... 26

F.1 APPROVALS OF INVOICES AND PURCHASE ORDERS ..... 26

G. SUPPLIER AGREEMENT/CONTRACT PROCESS ..... 26

G.3 CONTRACTS ..... 27

G.4 CONTRACT EXECUTION ..... 27

H. SIGNING AUTHORITY – CHANGE ORDERS & AMENDMENTS ..... 28

ATTACHMENT A: QUICK REFERENCE CHART ..... 29

ATTACHMENT B: SAMPLE EVALUATION MATRIX ..... 30

DRAFT

**All forms, template documents, etc. are located on the Server at:**

**\\bil-fileserv3\AllUsers\Purchasing**

DRAFT

# A. ROLES OF PURCHASING

A.1 DEPARTMENTAL STAFF is responsible for drafting specifications with assistance from the Purchasing Agent, for all items where the City is required to provide an opportunity for competition, including construction and professional services.

A.2 THE PURCHASING AGENT is responsible for the review of all procurement acquisitions made by the City. Additionally, the Purchasing Agent will:

A.2.1 As needed, purchase or assist in the purchases of all materials, supplies and services needed by any user Department;

A.2.2 Discourage uniform bidding (prearranged bid rigging) and endeavor to obtain as full and open competition as possible on all purchases and contracts;

A.2.3 When appropriate, standardize and achieve volume procurement using collective buying, City warehousing, lead purchaser or other concepts, which produce the lowest price possible to the City for the quality of goods or services required;

A.2.4 Prescribe and maintain such forms as he/she shall find reasonable and necessary;

A.2.5 Explore possibilities of contract pricing and/or buying in bulk so as to take full advantage of discounts;

A.2.6 Join with other governmental units and agencies in cooperative purchasing programs when the best interests of the City would be served;

A.2.7 Advise and assist the Finance Director and Administrative Services in the formulations and recommendations of policies and procedures in connection with the purchasing activities of the City;

A.2.8 Manage and maintain the Purchasing Card (Pcard) program;

DRAFT

A.2.9 Assist Departments and Divisions in the coordination, solicitation and award of all quotes, bids, requests for proposals and otherwise;

A.2.10 Maintain a list of and share information regarding vendors who have expressed an interest in selling to or contracting with the City of Billings. It will be the responsibility of the Departmental author to assure all interested parties are contacted;

A.2.11 Review purchase orders and invoices for compliance with the City of Billings Purchasing Procedures.

## B. PURCHASING PROCEDURES

GENERAL:

- Purchases or contracts shall not be artificially divided into separate projects or expenditures to circumvent the requirements of a more formal purchasing process.
- The total contract period, including any extensions or renewals, must not exceed seven (7) years. Any solicitation must include the terms of any extensions or renewals.
- Long-term service contracts of 12 months or more shall engage in the competitive process at least every 7 years and according to the dollar thresholds established in this policy.
- Unnecessary constraints shall not limit full and open competition. Examples of such constraints include:
  - Placing unreasonable requirements on vendors to qualify for business;
  - Requiring unnecessary experience and excessive bonding;
  - Writing unduly restrictive specifications;
  - Specifying a “brand name” product instead of allowing “an equal” product to be offered.
- No employee shall participate in the award and/or administration of a contract if a conflict of interest exists, whether real or apparent. Such a conflict arises when

the employee has a special relationship as a related party to a vendor or potential vendor.

- Only one single point of City staff contact is allowed for questions, clarification, or technical assistance for all procurement methods.

B.1 PROCUREMENT THRESHOLDS: the following procedures outline the Purchasing process and define the involvement of Purchasing. Additional information and instructions may be found in the template documents for each method.

B.1.1 A "purchase" or "transaction" means an exchange or transfer of goods and/or services. It includes cumulative purchases from the same vendor within a single fiscal year.

B.1.2 Purchases of $100 or less shall be processed with a Pcard or petty cash, but invoices may be processed, if necessary.

For purchases of less than $5,000, a Pcard is the preferred method of payment, unless a vendor assesses a fee for its use.

B.1.3 Procurement in excess of $25,000 generally does not require price quotes or bids and the Purchasing Agent need not be involved. These purchases may be made through:

- Pcard (up to $5,000)
- Purchase Order or Invoice

The Purchasing Agent may direct that a process of soliciting quotes or other competition is necessary for frequently recurring purchases.

**NOTE:** Contracts are required for all services in excess of $25,000. Contracts for services of <$25,000 may still be necessary, especially if work is being completed on a City site. If in doubt, discuss with the Purchasing Agent to determine if a contract is necessary.

B.1.4 Procurement from $25,000 to $79,999.99 for goods, construction, etc. (other than what is outlined below), require three (3) written quotes. The lowest responsible quoter/bidder will be selected. Depending on the complexity of the project or quote requested, the Purchasing Agent may be involved. The responsible Department

shall complete and sign a Quote Form, attach the written quotes and forward the quote packet to the Purchasing Agent for approval. The quote packet will then be attached to the contract, invoice or purchase order. Catalog prices or online screenshots are acceptable when local vendors cannot be found.

B.1.5 Contracts for architectural, engineering, land surveying, software, consultant, and miscellaneous professional contracts, for which the fees are estimated not to exceed $49,999.99 may contract for those professional services by direct negotiation. Contracts for these services in excess of $50,000 must be procured through an RFQ or RFP process. Purchasing Agent involvement is optional but suggested, and legal advertising is mandatory. A selection committee is also required.

B.1.6 Purchases for any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials or supplies, or for construction, repair or maintenance in excess of $80,000, requires a competitive, sealed bid process. Purchasing Agent involvement is optional, but recommended, and legal advertisement is mandatory.

All vehicle purchases will be coordinated with the Fleet Division for proper tracking and inventory records.

**NOTE: There are two additional guidelines that may apply to certain bids and contracts:**

B.2 PERFORMANCE, PAYMENT AND/OR LABOR AND MATERIALS BONDS – The bidder may be required to furnish an approved Performance Bond, Labor and Materials Bond, or Payment Bond in the amount of one hundred percent (100%) of the contract amount, conditioned to the effect that the contractor shall faithfully perform the terms and conditions of the contract and shall indemnify the City from the negligent acts of the contractor, his or her agents or servants in their performances of the terms and conditions of the contract, and shall pay all proper claims of subcontractors and suppliers.

Construction contracts generally require additional bonds, but all other contracts shall be discussed with the Purchasing Agent to determine if necessary.

B.3 INSURANCE - If the contract requires work to be completed for the City by a contractor, the successful contractor must maintain in full force and effect (or be exempt from) a Workers' Compensation Insurance Policy on its employees, as well as a Comprehensive General Liability Insurance Policy naming the City of Billings as an additional insured in specified predetermined amounts, to provide protection to the parties to the agreement. Automobile liability and other insurance may also be required. The Purchasing Agent will advise the issuing Department regarding insurance needs.

NOTES:

- All insurance requirements and any additional bonds must be stated in all advertisements so contractors may adjust their quote or bid accordingly.
- The City Administrator or designee may, in writing, allow for lesser amounts of insurance coverage or grant an exception.

**Contracts are required for all services in excess of $25,000. Contracts for services of <$25,000 may still be necessary, especially if work is being completed on a City site. If in doubt, discuss with the Purchasing Agent to determine if a contract is necessary.**

COMPETITION METHODS:

## B.5 INVITATION FOR BID (IFB) PROCESS

B.4.1 An Invitation for Bid must be issued for purchases for any automobile, truck, other vehicle, road machinery, other machinery, apparatus, appliances, equipment, materials or supplies, or for construction, repair or maintenance in excess of $80,000.

The City will give adequate public notice of the Invitation for Bids in a reasonable time before the date of the opening of the bid. A legal advertisement (i.e. publication in the City's newspaper of record) must appear two (2) consecutive weeks prior to the bid opening.

DRAFT

**NOTES:** When Federal money is involved in the bid, the legal advertisement must appear for three (3) consecutive weeks prior to the bid opening.

A "purchase" or "transaction" means an exchange or transfer of goods and/or services. It includes cumulative purchases from the same vendor within a single fiscal year.

The Purchasing Agent may direct that a process of getting quotes or other competition is necessary for frequently recurring purchases.

B.4.2 Sealed Bids are received in or by the office of the City Clerk and are opened publicly at 2:00 PM on Tuesdays in the City Hall Conference Room or via an on-line platform. Bids shall be recorded on a Bid Tabulation Sheet and posted on-line for public viewing. Each bidder and any member of the public has the right to view or attend, and to examine and inspect all bids after they are opened. The user Department, with the assistance of the Purchasing Agent and/or the Legal Department, if necessary, shall evaluate and jointly agree on a recommendation of award.

B.4.3 Each bid should include BID SECURITY equal to 10% of the bid amount, unless it is impossible to determine the total amount (i.e. an hourly rate bid). The bid security may be made via Certified Check, Cashier's Check, or Bid Bond payable to the City. The bid security will be retained by the City Clerk until the successful bidder enters into a contract with the City. Unsuccessful bidders shall be entitled to the return of the submitted security (other than a bid bond) after a formal award has been made. A successful bidder, upon failure on his part to enter into a contract within the time specified after notification of the bid award, shall forfeit any surety deposited with the City of Billings.

B.4.4 The name of each bidder and amount of each bid and other relevant information is recorded.

B.4.5 During live bid openings, bids are unconditionally accepted by the City Clerk and Purchasing Agent, except bids without the required

bid security, if any. All other irregularities shall be examined after the bid opening with assistance from the Legal Department.

B.4.6 Bid tabs are posted on-line and City staff shall notify the lowest, responsive bidder of the tentative award. The bid award recommendation is submitted to City Council for final approval. The recommendation to Council must include a list of all bidders, bid amounts and an explanation of recommendation.

B.4.7 Rejection of Bid – All bids received in response to an advertisement may be rejected. The Purchasing Agent, if involved in the bid, and user Department, together, may recommend rejection of all bids for an item, group of items or the entire scope if such action is determined to be necessary and in the best interests of the City (i.e. all bids received are substantially over budget).

B.4.8 A contract is executed upon an award of bid including the terms and conditions and specifications set forth in the Invitation for Bid.

B.4.9 All bid materials will become the property of the City Clerk, for filing, future reference, maintenance for historical purposes, and updating as needed for new procurements.

B.4.10 In the event two (2) or more bidders offer identical bids, all factors considered, new bids may be invited or award made by the drawing of lots by the City Clerk's office, and witnessed by the Purchasing Agent and the applicable bidders.

B.4.11 Any BIDDER PROTESTS of award recommendations and/or bid specifications must be filed with the Purchasing Agent within seven (7) days of bid opening.

Upon receiving a written protest, the Purchasing Agent, with assistance from the Legal Department, determines if the protest has sufficient merit and if so, schedules an informal hearing with the protesting bidder and the user Department.

At this hearing, all parties discuss the basis of the protest and attempt to resolve the dispute based on fact. If the protesting party

is not in agreement with the results of the informal hearing, they may appeal to the City Administrator.

B.4.12 An Invitation for Bid (IFB) shall include the following:

- Bid submission requirements
- Purchase description/scope of services
- Contract terms and conditions, including insurance requirements
- Prevailing wage rate and gross receipts tax language, if necessary
- Any required bond information
- An acknowledgement of addendum section
- DBE Statement for Airport and MET Transit Departments

B.4.13 Resident Preference/Reciprocity

Pursuant to MCA Title 18, Section 1, the City shall award a public contract for construction, repair, or public works to the lowest responsible bidder without regard to residency. However, a resident must be allowed a preference on a contract against the bid of a nonresident if the state or country of the nonresident enforces a preference for resident bidders. The preference given to resident bidders of this state must be equal to the preference given in the other state or country.

## B.5 REQUEST FOR PROPOSAL AND QUALIFICATIONS (RFP & RFQ) PROCESSES

An RFP is a written solicitation for purchases acquired by means of a competitive, negotiated procurement method. Through this process, the City will make a written award of a contract to the vendor whose proposal offers the best value for the City through specified evaluation factors.

An RFP is used when:

- Factors other-than price may be considered when making the award decision;
- Negotiations may be desired;
- Requirements cannot be described by detailed specifications; and/or,
- The contractor is expected to provide innovative ideas.
- The service to be procured is not Architectural, Engineering or Land Surveying, which are selected in the RFQ process described in B.7

B.5.1 Requests for Proposals are utilized for most services, especially professional consulting, and all complex projects (i.e. software packages, etc.) in excess of $50,000 and must be accompanied by a legal advertisement. Projects for which the fees are estimated not to exceed $49,999.99 may contract for those professional services by direct negotiation.

Architecture, Engineering and Survey are procured through an RFQ described below in B.7.

B.5.2 The Purchasing Agent should be involved (or at least advise) in the RFP creation and solicitation for professional services, facilities contracts, and any other complex projects.

B.5.3 Staff will legally advertise, post and send out all RFP's; create a selection committee; receive all proposals and distribute accordingly to the committee. The issuing Department representative may choose to accept electronic proposals, but must indicate such in the initial RFP. The Intent to Respond Form is suggested to assist staff in issuing any addenda, which must be acknowledged.

B.5.4 A Request for Proposals may include the following:

- Purchase or Needs description

- Scope of Work/Services
- Evaluation Criteria/Scoring Matrix
    - See Attachment B for sample
    - **NOTE:** If price is included in the evaluation criteria or a scoring matrix, the weight of pricing may be no greater than 25% of the total.
- Price Matrix (not applicable to RFQs)
- Contract Terms, including insurance requirements
- Proposal Submission Requirements
- Preferred Timeline for Performance
- An acknowledgement of addendum section
- DBE statement for Airport and MET Transit Departments

## B.6 STANDARD RFP PROCESS

To conduct a standard Request for Proposal (RFP), you need:

A. Scope of work:

1. Clearly identify project needs, the problem that needs to be solved, or the service required and define the scope of work.
2. Include specific tasks, deliverables, and any timelines.
3. Identify the estimated budget for the project – this may or may not be shared in the RFP document.

B. Evaluation Criteria:

1. Establish scoring/evaluation criteria (scoring matrix): outline the factors by which the proposals will be compared, including the points or percentages that will be used.

C. Vendors and Stakeholders:

1. Identify potential vendors who meet project requirements to receive final RFP via email.
2. Identify key stakeholders and form a selection committee.

D. Issue RFP:

1. Legally advertise the RFP and distribute it to qualified vendors.

E. Proposal Review and Evaluation:

1. Disburse proposals received on-time to members of the selection committee for review and evaluation.
2. Review proposals received and scoring sheets with selection committee, and, shortlist vendors, if necessary.
3. Conduct interviews with shortlisted proposers.

F. If pricing was requested as sealed, only the top or shortlisted vendor(s) price may be reviewed. All others remain sealed.

G. Vendor Selection:

1. Choose the vendor that best aligns with your project needs and evaluation criteria.
2. Negotiate contract terms and conditions with the chosen vendor.
3. Send rejection letters to all other Proposers.

H. Council/Contract Award: approval by Council (if appropriate) and a contract with appropriate signing authority is required in excess of $80,000 for the contract term, or as outlined in the dollar thresholds herein.

## B.7 RFQ - ARCHITECTURAL, ENGINEERING, AND LAND SURVEYING SERVICES

A. Requests for Qualifications are utilized for Architectural, Engineering, and Survey services in excess of $50,000 and must be accompanied by a legal advertisement. Projects for which the fees are estimated not to exceed $50,000 may contract for those professional services by direct negotiation.

B. For the procurement of architectural, engineering, and land surveying services, staff may encourage firms engaged in the lawful practice of their profession to submit annually or biennially a statement of qualifications (SOQ) and performance data. Those departments who receive Federal funding may encourage firms engaged in the lawful practice of their

profession to submit a statement of qualifications (SOQ) and performance data no more than every 5 years.

1. A scoring or evaluation matrix shall be created and provided to each member of an evaluation committee. The committee shall then evaluate current statements of qualifications and performance data regarding the proposed projects and conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
2. The committee shall then select, based on criteria established under procedures, guidelines, and the law, the firm considered most qualified to provide the services required for the proposed project.
3. City procedures and guidelines must be available to the public and include at a minimum the following criteria as they relate to each firm:
    1. the qualifications of professional personnel to be assigned to the project;
    2. capability to meet time and project budget requirements;
    3. location;
    4. present and projected workloads;
    5. related experience on similar projects; and,
    6. recent and current work for the agency.
4. After conducting an evaluation of firms, the City may enter into a contract with one or more of those firms to provide architectural, engineering, or land surveying services on an as-needed basis for one or more projects and for a term to be mutually agreed to by the parties.
5. Council/Contract Award: approval by Council (if appropriate) and a contract with appropriate signing authority is required in excess of $80,000 for the contract term, or as outlined in the dollar thresholds herein.

C. Requests for Qualifications are utilized for Architectural, Engineering, and Survey services in excess of $50,000 and must be accompanied by a legal advertisement. Projects for which the fees are estimated not to exceed $49,999.99 may contract for those professional services by direct negotiation.

**NOTE:** If staff wishes to procure the services of an architectural, engineering or land surveying firm outside of the annual SOQ process, the

standard RFP process outlined below shall be followed without the inclusion of a request for pricing or a pricing matrix.

Federal Transit requirements governing solicitation of professional service contracts may prevail, (i.e. FTA Circular 4220.1G, pg IV-22 “Purpose of Services”: …[if] services, such as program management, feasibility studies, or mapping, [are] not directly in support of, directly connected to, directly related to, [or] directly lead to construction, alteration, or repair of real property, then the recipient must not use qualifications-based procurement procedures to select the contractor that will perform those services.) Assistance from representatives of the Legal Department may be necessary.

## B.8 LEGAL ADVERTISEMENT REQUIREMENTS

B.8.1 A legal advertisement is required for all Invitations for Bids and Requests for Proposals/Qualifications.

B.8.2 The City Clerk’s office coordinates deadlines for all legal advertising for the City’s bids, RFPs, RFQs, equipment purchases, service procurement and meeting notices.

B.8.3 At a minimum, all legal ads will be placed in the City’s newspaper of record and on the City’s website. Additional advertising by the departments is acceptable - but will not substitute for the minimum requirements.

B.8.4 Legal ads generally must be published once per week for two consecutive weeks, with at least SIX (6) days separating the publications. This rule applies unless there is a specific advertising/notice requirement unique to the circumstances. For example, if the project or purchase will be utilizing Federal funds, there may be specific advertising requirements over and above the basic requirements named above.

B.8.5 The City Clerk’s office shall publicly open all bids – City staff and/or consultants may not conduct “public bid openings.”

B.8.6 Legal ads must contain the following information, at a minimum:

- The name of the project
- Submittal information including:
    - Bids: Deadline day, bond information, date, time and place for bid submittal and day, date, time and place for bid opening.
    - Requests for Proposals: deadline day, date, and time for proposal submittal.
- The name, physical address, email address and phone number of a person to contact for additional information.
- Information on the day, date, time and place of a pre-bid meeting (if one is being held) and whether attendance is mandatory. (it is recommended that, if a pre-bid meeting is held, attendance should be mandatory).
- The dates of publication.
- Standard bidding or RFP language as contained in the template documents on the City's server.

## B.9 SOLE SOURCE PROCUREMENT

B.9.1 State law, MCA Title 18, Chapter 4, states that a contract may be awarded for a supply or service without competition when there is only one source for the supply or service item. This exception may only apply when the Department Director or designee determines in writing that there is only one source for the required supply or service item.

B.8.2 A Council memo or other explanation in writing must be created that only one practical source exists. A sole source justification form is located on the server under Purchasing for procurement of less than $80,000.

B.9.3 Examples of sole source items:

- Patented items

DRAFT

- Copyrighted materials
- Secret processes
- Utilities
- Items for compatibility/standardization
- Specialized proprietary equipment

**NOTE:** approval by Council will still be required for sole source procurement in excess of $80,000. A contract with appropriate signing authority will still be required for most services in excess of $25,000.

### B.10 DEBARMENT:

The lowest quote or bid does not have to be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided sub-standard goods.

Documentation must be presented to and reviewed by the Purchasing Agent and Legal Department to determine whether or not a supplier will be excluded from competition.

A list of all debarred contractors and suppliers, and period of debarment, shall be maintained by the Purchasing Agent.

Any exception must be detailed in writing by City staff and attached to the contract. The City Administrator must approve this stated special circumstance upon signing of the contract.

## C. PURCHASING METHODS

### C.1 PETTY CASH

Some Departments maintain a petty cash fund that is used for small dollar amount purchases. An Administrative Order (Internal Controls AO) adopts the City of Billings Petty Cash Policy.

## C.2 PURCHASING CARDS

The Purchasing Agent manages the City's Purchasing Card (Pcard) Program. Cards will be issued to Departmental staff, as requested and approved. The cards are used much the same as a credit card and are assigned to a specific person with a specific limit. The types of purchases are limited as well. An Administrative Order adopts the City of Billings Purchasing Card Policy, which is also provided to each cardholder.

## C.3 ENCUMBRANCES/ORDERS

Purchase orders are used to create an order or encumbrance. These are used to confirm an order and identifies the vendor, the purchasing Department, price, quantity, and account number(s) to be charged.

Encumbrances are used to earmark and allows tracking of funds for contracts, especially where multiple payments will be made to the vendor, and the contract and payments may cross fiscal years.

## C. 4 INVOICES

The invoice process identifies the vendor, the purchasing Department, price, quantity, and account number(s) to be charged, and is the process by which a check is issued by the City. A proper invoice or receipt must be attached.

DRAFT

# D. SPECIAL PURCHASING DETAILS AND INFORMATION

## D.1 COOPERATIVE PURCHASING

The State of Montana maintains a list of term, pre-competed contracts in which a source or sources of supply are established for a specific period of time at a predetermined price. City staff may utilize any of the term contracts listed by the State of Montana agencies as a cooperative purchaser. The list is maintained at https://www.naspovaluepoint.org/participants/participant-results/?state=Montana or https://dataportal.mt.gov/t/DOASFSD/views/StatewideContracts/StatewideContracts?%3AshowAppBanner=false&%3Adisplay_count=n&%3AshowVizHome=n&%3Aorigin=viz_share_link&%3Aembed=y&%3Atabs=n.

City staff may utilize term contracts listed by the State without further competition. However, Council approval and a contract may still be required.

Pursuant to MCA Title 18, Chapter 4, the City may also participate in purchasing through federal supply schedules of the United States general services administration, joint or multiparty contracts between public procurement units, open-ended state public procurement unit contracts that are made available to local public procurement units, and competitive contracts established by for-profit, not-for-profit, or nonprofit cooperative entities, which are in the best interest of the City.

Cooperative Purchasing Agreements for supplies, equipment, and other professional services may be utilized with another government entity or use of state contracts without additional bids or advertisements when done so at a savings to the City. Some of the cooperative purchasing organizations include, but are not limited to, Naspo ValuePoint, Sourcewell, Omnia Partners, etc.

These cooperative purchases must be made through established cooperative purchasing organizations, of which the City is a member. Membership shall be established and must be approved by the Purchasing Agent.

It should be noted that these governmental or cooperative purchasing agreements are often, but not always, the lowest prices available.

DRAFT

**NOTE**: Approval by Council (if appropriate) and a contract with appropriate signing authority will still be required for cooperative purchasing and sole source procurement, in excess of $80,000, or as outlined in the dollar thresholds herein.

## D.2 PREVAILING WAGE RATES (DAVIS BACON ACT)

As per State law, MCA Title 18, Chapter 2**,** for construction projects in excess of $25,000, there must be a statement in the bid documents calling for the contractor to pay the prevailing wage rate as established by the State of Montana, as well as a statement and copy of wage rates included in the contract documents.

If Federal funds are involved, there may be additional requirements for prevailing wage rates.

## D.3 STATE GROSS RECEIPTS TAX

One percent (1%) contractors' tax must be deducted from all payments on construction contracts in excess of $80,000 and the collected tax paid to the State of Montana.

## D.4 REAL PROPERTY SALE AND ACQUISITION

City Code Articles 22-900, 22-901 and 22-902 provide the legal authority for the City Council to dispose of real property on behalf of the City. The City Council has adopted policy resolutions that establish procedures, as well as criteria for appraisals, when the City sells or purchases real property (land).

In addition to any City code and procedures, as well as MCA, the Uniform Act applies to the City's Aviation and Transit Department regarding real property transactions.

## D.5 USED EQUIPMENT PROCUREMENT

All used equipment which would have a value, if new, in excess of $10,000 must be included in the Equipment Replacement Plan or Technology Replacement Plan or be specifically approved by the City Administrator.

DRAFT

All purchases for used vehicles with a value in excess of $25,000 are substantiated by at least two (2) quotes of other comparable vehicles to include mileage, condition, and auxiliary equipment of each vehicle quoted.

All vehicle purchases will be coordinated with the Fleet Division for proper tracking and inventory records.

## D.6 EMERGENCY PURCHASES AND CONTRACTS

Emergency authority is to be used in cases of extreme and immediate necessity where materials, services or equipment are needed for a situation where the health, safety or welfare of the public is endangered, or the City is exposed to serious cost consequences if immediate corrective or preventive action is not taken.

The requirements for sealed bids can be waived, and the purchase made in the fastest possible manner. (MCA Title 7, Chapter 5). If an emergency does occur:

- The Departmental representative shall provide all pertinent information to the City Administrator and Purchasing Agent as quickly as possible, including:
    - A description of the emergency;
    - The vendor or contractor's name;
    - The amount and type of the contract;
    - A listing of the supplies or services procured under the contract; and,
    - Any other available supporting documentation available
- The City Administrator shall inform the Mayor and City Council of said emergency; and,
- the Purchasing Agent will provide support for determining and expediting the best purchasing method.

All emergency contracts and/or documentation will be signed by the City Administrator or designee and will have a brief explanation of the emergency attached.

DRAFT

Emergency purchases in excess of $80,000 require the City Council by resolution to declare the emergency and record it in the minutes of the council meeting as soon as is reasonably possible.

### D.7 CITY-WIDE PROCEDURES FOR THE PURCHASE OF PRINTERS, FAXES, COPIERS AND TONER

The City has adopted, by Administrative Order, a standard procedure for the use, purchase, repairs, maintenance and replacement of all printers, faxes, copiers and associated supplies, such as toner.

Any exceptions made to the procedure, must be documented on an approved Business Needs Assessment form.The Administrative Order and form are available at:

\\bil-fileserv3\AllUsers\Purchasing\Printer Procedures

## E. SURPLUS PROPERTY PROCUREMENT AND DISPOSAL

### E.1 SURPLUS PROPERTY PROCUREMENT

In reference to MCA Title 18, Chapter 5, the State of Montana coordinates and hosts a Surplus Property and Recycling Program. https://gsd.mt.gov/SPR

The City is an organization permitted to dispose of and procure items through the program, and the Purchasing Agent maintains a list of staff members who are authorized to acquire property through the State's program.

### E.2 SURPLUS PROPERTY DISPOSAL

The Purchasing Agent is designated as Surplus Sales Officer. He/she is responsible for assisting departments with disposing of all surplus personal property, and obsolete and scrap material of any type that belongs to the City of Billings in a manner and on terms that are in the best interest of the City, provided that the procedure and the terms are in accordance with State statute and in compliance with existing City policies.

Disposal of all property will be documented on a Personal **PROPERTY DISPOSAL FORM**, located at \\bil-fileserv3\AllUsers\Purchasing\Surplus Property Disposal and available as a DocuSign template, or documented by Council action.

Surplus, worn-out or obsolete material and equipment may be disposed of in any of the following ways:

- By selling or donating to other City Departments.
- By recycling.
- By cannibalizing or scrapping for parts.
- By trading in on new equipment.
- By selling at auction.
- By receiving three written quotes, and selling to the highest responsible quoting party.
- By advertising and obtaining sealed bids and selling to the highest responsible bidder.
- By junking.
- By donating to a local charitable organization.
- By selling or donating to another governmental agency.
- Through the State of Montana's Surplus Property and Recycling Program: https://gsd.mt.gov/SPR
- By special Council approval.

The Purchasing Agent, with the assistance of Department representatives, shall approve the disposal process of all surplus property. Approved disposal forms, with appropriate documentation attached, shall be retained by the Purchasing Agent for the City's official files.

All proceeds from the sale of these items will be deposited with the Department that last had possession of the items and copies of documentation shall be filed with the disposal form with the Purchasing Agent.

The City Clerk is the holder of all titles on behalf of the City. The Clerk will require a title request form from Fleet to dispose of any titled property.

DRAFT

The disposal or trade of all vehicles and large equipment (purchase value in excess of $5,000 or has a title) must be coordinated with the Fleet Division for proper tracking and inventory records. Fleet will request all titles for disposal from the City Clerk. Departments may not dispose of titled vehicles without the assistance of Fleet representatives.

## F. DELEGATIONS OF AUTHORITY - APPROVALS

### F.1 APPROVALS OF INVOICES AND PURCHASE ORDERS

Purchase Orders and Invoices must be approved, as follows, in the following order (at a minimum):

**$0 - $999.99**

→ Department Designee → Purchasing Agent

**$1,000 to $9,999.99**

→ Department Designee → Purchasing Agent → Finance Director

**$10,000 and above**

→ Department Designee → Purchasing Agent → Finance Director→City Administrator

## G. SUPPLIER AGREEMENT/CONTRACT PROCESS

G.1 Generally, suppliers and contractors will be engaged through a written document.

**NOTE:** Contracts are required for all services in excess of $25,000. Contracts for services of <$25,000 may still be necessary, especially if work is being completed on a City site. If in doubt, discuss with the Purchasing Agent to determine if a contract is necessary.

For the procurement of products or goods, this can either be a purchase order or contract.

DRAFT

G.2 Purchase Orders or Invoices – Purchase Orders and Invoices are created by each respective City Department and approved through the Delegation of Approval Authority levels outlined above.

## G.3 CONTRACTS

Contracts include any and all documents that may bind the City and any other contracting party, legally or financially. This may include bids, proposals, maintenance agreements, rental agreements, warranties or otherwise.

The City's standard, template contract documents are preferred. All contracts are routed through DocuSign for execution with a routing template. These documents are located at: \\bil-fileserv3\AllUsers\Purchasing

## G.4 CONTRACT EXECUTION

The Department representative should send a draft contract to the Purchasing Agent and/or Legal Department to review before having the contractor sign. The vendor or contractor must sign the legally reviewed and approved contract first (whether in writing or in DocuSign). The Department representative then routes the contract to the Purchasing Agent, Legal Department, City Administrator or Mayor, and the City Clerk, with a contract routing form and other appropriate documents attached, through DocuSign. The City Clerk attests the Mayor's signature and retains one original copy of the contract. The Department representative will receive an email with the link to the executed copy for departmental files and to return to the vendor or contractor.

The vendor or contractor may sign the contract through DocuSign.

Signature Flow:

Department → Vendor → Purchasing → Legal → City Administrator or Mayor → City Clerk

**Any contract approved by Council, regardless of amount, must be signed by the Mayor unless it has been formally delegated to the City Administrator.**

**!! In no instance shall anyone except the Mayor or City Administrator (or person designated in writing by either the**

**Mayor or City Administrator) sign a contractual document on behalf of the City !!**

## H. SIGNING AUTHORITY – CHANGE ORDERS & AMENDMENTS

The City Administrator is authorized to execute amendments or change orders to all contracts executed by the Mayor if the changes do not exceed his/her signing authority, which may not exceed the threshold amount for competitive bids, currently set at $80,000.

Furthermore, the City Administrator is authorized to execute amendments or change orders to all contracts executed by the mayor if the changes are:

1) Within the scope of the project or purchase, provided that increases in the scope of street improvement projects to add improvements requested and paid for by adjacent property owners are permissible;

2) Executed in writing; and,

3) The increase in contract amount does not exceed:

   a. His/her signing authority; or,

   b. Ten (10) percent (cumulative) of the contract price up to $1 million; or,

   c. The original budgeted contingency or amount set by City Council resolution for a specific project.

The total amount of all change orders or amendments on any given project will be cumulatively combined.

Where the size of the contract makes it probable that change order authority of the City Administrator will be quickly exhausted, the City Council may, upon recommendation of staff or the City Administrator, extend the aggregate limits afforded to the City Administrator in an amount set by Council for a specific project.

DRAFT

## ATTACHMENT A: QUICK REFERENCE CHART

| Procurement Amount | Petty Cash | Purchasing Card | Purchase Order/Invoice | Written Quotes | Sealed Bids | RFP | RFQ |
|---|---|---|---|---|---|---|---|
| $0 -$99.99 | X | X | X | | | | |
| $100 - $5,000 | | X | X | | | | |
| $5,001 - $24,999 | | | X | | | | |
| $25,000 - $79,999.99 (goods, equipment, vehicles, materials) | | | | X | | | |
| > $49,999.99 (consultant, software, professional services) | | | | | | X | |
| > $49,999.99 (architect, engineer & land survey) | | | | | | | X |
| > $79,999.99 (automobile, trucks, construction, equipment, materials, etc.) | | | | | X | | |

**Contracts are required for all services in excess of $25,000. Contracts for services of <$25,000 may still be necessary, especially if work is being completed on a City site. Discuss with the Purchasing Agent to determine if a contract is necessary.**

DRAFT

## ATTACHMENT B: SAMPLE EVALUATION MATRIX

**Exhibit H: Evaluation Score Sheet**

RFP:

SAMPLE

**Firm Name:**

**Evaluator:**

**Date:**

| | Scoreable Criteria & Notes | Points Awarded | Max Points Possible |
|---|---|---|---|
| 1 | Firm Experience | | 10.0 |
| 2 | Key Project Staff & Subconsultants | | 20.0 |
| 3 | Available Resources | | 15.0 |
| 4 | Proposed Project Approach | | 30.0 |
| 5 | Cost | | 2. |
| 6 | | | |

**core will be assigned as follows**

**Superior Response (95-100%):** A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial. **Good Response (75-94%):** A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted. **Fair Response (60-74%):** A fair response minimally meets most requirements set forth in the RFP. The Proposer demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited. **Failed Response (59% or less):** A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject

| Selection Committee Evaluation Score | Total | Points Possible |
|---|---|---|
| | 0 | 100.0 |

**All forms, template documents, etc. are located on the Server at: \\bil-fileserv3\AllUsers\Purchasing**

DRAFT

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Payment of Claims for week of April 28th, 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 $1,186,031.20 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 04282025

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879773 | Ace Electric | Parking | $ 315.00 | ELECTRICAL PANEL WORK PARK 3 |
| 04/28/2025 | 879773 | Ace Electric | Parking | $ 1,791.82 | P2 LIGHTS IN WELLS FARGO DRIVE THROUGH AREA |
| 04/28/2025 | 879773 | Ace Electric | Parking | $ 210.00 | LIGHTS OUT ON WEST SIDE 3RD FLR/LABOR TO FIX P1 |
| 04/28/2025 | 879773 | Ace Electric | Wastewater | $ 2,200.00 | WO 23-23 Installation of Underground Con |
| 04/28/2025 | 879777 | Air Controls-Billings | Wastewater | $ 809.07 | Move Fire Main Not Shown on Plans |
| 04/28/2025 | 879777 | Air Controls-Billings | Wastewater | $ 451.80 | WO 23-24 Change out/Demo Water Heater.. |
| 04/28/2025 | 879777 | Air Controls-Billings | Water | $ 2,427.23 | Move Fire Main Not Shown on Plans |
| 04/28/2025 | 879777 | Air Controls-Billings | Water | $ 1,355.41 | WO 23-24 Change out/Demo Water Heater.. |
| 04/28/2025 | 879780 | Altitude Signal | Street/Traffic | $ 20,565.00 | traffic signal cabinet per attached quote |
| 04/28/2025 | 879785 | Associated Construction Eng | Parks Maint | $ 9,834.50 | Relocation of several COB electrical panels |
| 04/28/2025 | 879786 | AT & T | Building | $ 45.26 | Building Manager -Jessica Fust |
| 04/28/2025 | 879786 | AT & T | CDBG | $ 145.90 | Comm Dev |
| 04/28/2025 | 879786 | AT & T | Court Grants | $ 58.73 | Muni Court DC |
| 04/28/2025 | 879786 | AT & T | Engineering | $ 253.85 | Engineering Cell Phones and MiFi |
| 04/28/2025 | 879786 | AT & T | Engineering | $ 225.59 | Engineering Tablets |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 45.26 | Facilities BOC |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 31.68 | Facilities BOC |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 13.58 | Facilities BOC |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 45.26 | Facilities BOC |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 86.52 | Facilities BOC/CH |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 28.84 | Facilities BOC/CH |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 45.26 | Facilities City Hall |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 45.26 | Facilities City Hall |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 45.26 | Facilities City Hall |
| 04/28/2025 | 879786 | AT & T | Facilities | $ 90.52 | Facilities Managers |
| 04/28/2025 | 879786 | AT & T | General | $ 459.34 | Code Enforcement |
| 04/28/2025 | 879786 | AT & T | General | $ 45.26 | Finance Purchasing |
| 04/28/2025 | 879786 | AT & T | General | $ 13.47 | Human Resources |
| 04/28/2025 | 879786 | AT & T | General | $ - | Legal |
| 04/28/2025 | 879786 | AT & T | Library | $ 470.27 | Library |
| 04/28/2025 | 879786 | AT & T | Library | $ 107.49 | Library Out Reach |
| 04/28/2025 | 879786 | AT & T | P.W. Admin | $ 26.66 | PWBLKNP OFFICE -50/50 |
| 04/28/2025 | 879786 | AT & T | P.W. Admin | $ 26.66 | PWBLKNP OFFICE -50/50 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879786 | AT & T | Park Dist 1 | $ 574.48 | Parks Dept. |
| 04/28/2025 | 879786 | AT & T | Park Dist 1 | $ - | Parks Seasonal |
| 04/28/2025 | 879786 | AT & T | Park Dist 1 | $ 547.55 | Parks Tablets |
| 04/28/2025 | 879786 | AT & T | Park Dist 1 | $ 243.97 | PRPL - Recreation Division |
| 04/28/2025 | 879786 | AT & T | Park Dist 1 | $ 45.26 | PRPL - Recreation Division |
| 04/28/2025 | 879786 | AT & T | Park Dist 1 | $ - | REC Phone |
| 04/28/2025 | 879786 | AT & T | Park Dist 1 | $ 88.35 | REC Seasonal |
| 04/28/2025 | 879786 | AT & T | Parking | $ 407.34 | Parking Phones and scanner |
| 04/28/2025 | 879786 | AT & T | Parking | $ 410.90 | Parking Phones and scanner |
| 04/28/2025 | 879786 | AT & T | Phone System | $ 78.58 | IT iPads |
| 04/28/2025 | 879786 | AT & T | Phone System | $ 50.32 | TeleComm Manager |
| 04/28/2025 | 879786 | AT & T | Planning | $ 67.99 | PLANNING |
| 04/28/2025 | 879786 | AT & T | Solid Waste | $ 280.36 | SOLID WASTE Cell and iPads |
| 04/28/2025 | 879786 | AT & T | Solid Waste | $ 171.07 | SOLID WASTE Cell and iPads |
| 04/28/2025 | 879786 | AT & T | Street/Traffic | $ 614.66 | Street Traffic iPads |
| 04/28/2025 | 879786 | AT & T | Transit | $ 677.02 | MET Transit Tablets |
| 04/28/2025 | 879786 | AT & T | Wastewater | $ 309.29 | PWBELKNAP-DIST COLL CELL PHONES 50/50 |
| 04/28/2025 | 879786 | AT & T | Wastewater | $ 473.66 | PWBLKNP Electricians -Phones |
| 04/28/2025 | 879786 | AT & T | Wastewater | $ 27.58 | PWBLKNP STORES -75/25 |
| 04/28/2025 | 879786 | AT & T | Wastewater | $ 1,005.46 | PWBLNP-WWTRMNT1 WWTPand iPads |
| 04/28/2025 | 879786 | AT & T | Wastewater | $ 143.19 | PWBLNP-WWTRMNT1 WWTPand iPads |
| 04/28/2025 | 879786 | AT & T | Wastewater | $ 358.63 | PW-Distribution Collection Tablets 50/50 |
| 04/28/2025 | 879786 | AT & T | Wastewater | $ 80.29 | PW-Environmental |
| 04/28/2025 | 879786 | AT & T | Water | $ 309.29 | PWBELKNAP-DIST COLL CELL PHONES 50/50 |
| 04/28/2025 | 879786 | AT & T | Water | $ 998.41 | PWBELKNAP-WT Water Treatment |
| 04/28/2025 | 879786 | AT & T | Water | $ 16.39 | PWBELKNAP-WT Water Treatment |
| 04/28/2025 | 879786 | AT & T | Water | $ 469.53 | PWBLKNP COMM-METER CityWorks/Neptune |
| 04/28/2025 | 879786 | AT & T | Water | $ 320.11 | PWBLKNP MTRSHOP CELL PHONE AND IPADS |
| 04/28/2025 | 879786 | AT & T | Water | $ 412.73 | PWBLKNP MTRSHOP CELL PHONE AND IPADS |
| 04/28/2025 | 879786 | AT & T | Water | $ 82.74 | PWBLKNP STORES -75/25 |
| 04/28/2025 | 879786 | AT & T | Water | $ 358.63 | PW-Distribution Collection Tablets 50/50 |
| 04/28/2025 | 879808 | Cushing Terrell | Ballpark Donations | $ 9,500.00 | Feasibility Study for Upgrades to Dehler Park |
| 04/28/2025 | 879812 | Denny Menholt Chevrolet | Property Ins | $ 13,564.45 | Repairs to BPD Car 1480 damaged on 2/27/25 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879816 | DOWL | St Maint Dist | $ 5,855.29 | WO 23-11 Downtown 2-Way Street Conversion; Pmt 25 |
| 04/28/2025 | 879816 | DOWL | Tax Incrmnt N27 | $ 47,374.66 | WO 23-11 Downtown 2-Way Street Conversion; Pmt 25 |
| 04/28/2025 | 879820 | Empire Heating & Cooling | Wastewater | $ 204,560.73 | WO 24-31 WRF Solids Process Bldg; Pmt 2 |
| 04/28/2025 | 879822 | Executive Cleaning | Library | $ 1,296.00 | 80310 |
| 04/28/2025 | 879822 | Executive Cleaning | Library | $ 1,620.00 | 80330 |
| 04/28/2025 | 879824 | Facilities Management Express | Facilities | $ 6,086.68 | Annual Subscription 5/12/25-5/11/26 |
| 04/28/2025 | 879824 | Facilities Management Express | Transit | $ 6,086.69 | Annual Subscription 5/12/25-5/11/26 |
| 04/28/2025 | 879829 | Fisher Sand & Gravel | Street/Traffic | $ 7,660.80 | asphalt |
| 04/28/2025 | 879829 | Fisher Sand & Gravel | Street/Traffic | $ 997.76 | asphalt |
| 04/28/2025 | 879829 | Fisher Sand & Gravel | Street/Traffic | $ 892.80 | asphalt |
| 04/28/2025 | 879830 | Fisher's Technology | Airport | $ 46.93 | Copy Machine Maintenance |
| 04/28/2025 | 879830 | Fisher's Technology | Airport | $ 44.53 | Copy Machine Maintenance Final MA |
| 04/28/2025 | 879830 | Fisher's Technology | Airport | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Airport | $ 847.73 | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Airport | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Airport | $ 1,600.27 | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Building | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Building | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | CDBG | $ 27.48 | Fisher's Tech - Invoice #1467355 - 3.10.25 |
| 04/28/2025 | 879830 | Fisher's Technology | CDBG | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | CDBG | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ 481.23 | 1463776- Legal Copy Fund |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ 35.35 | 1464470- Police Copy Fund |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ 14.44 | 1465175- Animal Control Copy Fund |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ 10.22 | 1466505- Ops Center Copy Fund |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ 39.89 | 1467250- Finance Copy Fund |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ 10.35 | 1470034- Court Bailiff Copy Fund |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ - | Print Management: PrintersLibrary |
| 04/28/2025 | 879830 | Fisher's Technology | Central Services | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Engineering | $ 17.65 | base rate charge |
| 04/28/2025 | 879830 | Fisher's Technology | Engineering | $ - | Print Management: Licenses |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879830 | Fisher's Technology | Engineering | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Engineering | $ - | Print Management: PrintersLibrary |
| 04/28/2025 | 879830 | Fisher's Technology | Engineering | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Facilities | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Facilities | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Facilities | $ - | Print Management: PrintersLibrary |
| 04/28/2025 | 879830 | Fisher's Technology | Facilities | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Fleet | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Fleet | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | General | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | IT Resources | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | IT Resources | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Library | $ 21.75 | 1474223 Library copier charges |
| 04/28/2025 | 879830 | Fisher's Technology | Library | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Library | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Library | $ 11,713.22 | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Library | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | P.W. Admin | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | P.W. Admin | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | P.W. Admin | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | P.W. Admin | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ 507.82 | COPIER - 1463775 (ACCT# CITBIL-AOS) |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ 507.82 | COPIER - 1463775 (ACCT# CITBIL-AOS) |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ 507.83 | COPIER - 1463775 (ACCT# CITBIL-AOS) |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ 1,938.95 | Copier/printer for Cemetery - 1474220 |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ 11,533.94 | new copiers - 1468756 |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ - | Print Management: PrintersLibrary |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Park Dist 1 | $ 220.18 | senior center copier - 1464471 |
| 04/28/2025 | 879830 | Fisher's Technology | Parking | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Parking | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Planning | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Planning | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ 3.61 | 1468394- Police Police Fund |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ 72.88 | 911 CENTER PRINTER |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ 97.24 | Copier Maintenance Final |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ 42.61 | Copier Maintenance: Evidence |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Public Safety | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Solid Waste | $ 50.60 | Contract overage charge for 2/18/25 - 3/17/25 Landfill |
| 04/28/2025 | 879830 | Fisher's Technology | Solid Waste | $ 216.37 | Contract overage for period 2/1/25 - 2/28/25 Collect |
| 04/28/2025 | 879830 | Fisher's Technology | Solid Waste | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Solid Waste | $ - | Print Management: Licenses; Airport |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879830 | Fisher's Technology | Solid Waste | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Solid Waste | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Street/Traffic | $ 96.79 | copier agreement |
| 04/28/2025 | 879830 | Fisher's Technology | Street/Traffic | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Street/Traffic | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Street/Traffic | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Street/Traffic | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Transit | $ 110.39 | Invoice #1474208. Copy Machine Maintenance |
| 04/28/2025 | 879830 | Fisher's Technology | Transit | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Transit | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Transit | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Transit | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Wastewater | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ 130.01 | CITBIL-AOS...02/28/2025 - 03/20/2025 |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Licenses |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Licenses; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Printers Library |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879830 | Fisher's Technology | Water | $ - | Print Management: Printers; Airport |
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ 194.70 | 41285133_Front Air Brake Chamber |
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ 97.35 | 41285133_Unit#1840_Front Air Brake Chamber |
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ 69.27 | 41285989_Coolant Sensor |
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ 11.24 | 41289028_Unit#1846_Body Panel Spring Clip |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ 116.36 | 41289029_Spinner Filter Kit |
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ 593.70 | 41294329_Purge Valves |
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ 6,035.68 | 41297641_Front Tire Rims_Electric Buses |
| 04/28/2025 | 879831 | Gillig Corporation | Transit | $ (3,144.52) | 5059341_CR_Wrong Hubs-Electric Bus |
| 04/28/2025 | 879832 | Grade A Civil | Water | $ 46,711.82 | WO 23-12 Zone 4 Pump Station & Waterline Improvs |
| 04/28/2025 | 879832 | Grade A Civil | Water | $ - | WO 23-29 Grand Avenue Waterline Replacement |
| 04/28/2025 | ACH | HDR | Trl Donate | $ 31,828.92 | WO 24-37 Stagecoach Trail; Pmt 1 |
| 04/28/2025 | ACH | HDR | Wastewater | $ 2,331.34 | WO 23-22 Digester Boiler Engineering Design; Pmt 11 |
| 04/28/2025 | ACH | HDR | Water | $ 171,816.33 | WO 19-12 West End Reservoir; Pmt 72 |
| 04/28/2025 | ACH | HDR | Water | $ 31,507.95 | WO 23-12 Zone 4 Pump Station & Waterline Improvs |
| 04/28/2025 | 879842 | IHC Health Services | City Ins Fund | $ 9,658.44 | EAP Services for January, February, March 2025 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 2.03 | 87193424 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 354.44 | 87193424 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 27.54 | 87193424 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 6.49 | 87193424 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.17 | 87193425 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 14.16 | 87193425 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.79 | 87193425 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.12 | 87193426 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 18.88 | 87193426 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.45 | 87193427 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.69 | 87193427 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 39.28 | 87193427 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.20 | 87193427 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.23 | 87193428 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.69 | 87193428 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.20 | 87193428 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.09 | 87250230 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 31.51 | 87250230 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.44 | 87250231 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 33.14 | 87250231 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 2.40 | 87250232 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 120.53 | 87250232 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879843 | Ingram Library | Library | $ 34.91 | 87250232 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 57.31 | 87250232 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.07 | 87250233 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 24.75 | 87250233 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 249.21 | 87278749 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 10.19 | 87278749 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 53.87 | 87278749 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.24 | 87286309 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 164.72 | 87286309 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.20 | 87286309 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 68.80 | 87286309 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.09 | 87286310 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 48.38 | 87286310 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 33.01 | 87286310 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 21.81 | 87286310 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.04 | 87286311 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 16.52 | 87286311 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 10.79 | 87286311 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.03 | 87286312 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.69 | 87286312 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 2.60 | 87286313 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 1,034.76 | 87286313 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 257.38 | 87286313 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 77.68 | 87286313 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 446.71 | 87286313 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 16.19 | 87286314 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.25 | 87307413 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 16.52 | 87307413 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.45 | 87307414 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 10.19 | 87307414 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.20 | 87307414 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 1.37 | 87307415 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 85.52 | 87307415 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.59 | 87307416 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.69 | 87307416 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 5.84 | 87307416 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.34 | 87307417 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.70 | 87307417 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.28 | 87345871 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.10 | 87345871 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.52 | 87345872 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.69 | 87345872 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 10.79 | 87345872 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 3.89 | 87345872 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.93 | 87345873 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 60.45 | 87345873 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.79 | 87345873 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.45 | 87345874 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 34.80 | 87345874 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.74 | 87345875 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 13.54 | 87345875 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 9.74 | 87345875 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.20 | 87345875 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.08 | 87345876 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 5.84 | 87345876 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.23 | 87373055 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.70 | 87373055 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.96 | 87373056 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 42.54 | 87373056 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 1.81 | 87373057 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 21.42 | 87373057 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 13.56 | 87373057 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.39 | 87397769 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 27.89 | 87397769 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 34.84 | 87397769 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 1.84 | 87397770 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879843 | Ingram Library | Library | $ 301.58 | 87397770 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.25 | 87397771 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 30.00 | 87397771 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 10.61 | 87397771 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.27 | 87397772 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.69 | 87397772 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 12.95 | 87397772 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.25 | 87397773 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 24.76 | 87397773 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.73 | 87419113 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 14.74 | 87419113 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.64 | 87419114 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 21.58 | 87419114 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 1.38 | 87419115 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.28 | 87419115 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 14.97 | 87419115 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.25 | 87419116 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.49 | 87419116 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.08 | 87565191 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.11 | 87565191 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.07 | 87565192 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 11.18 | 87565192 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.14 | 87565193 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 32.95 | 87565193 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 1.29 | 87565194 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 216.25 | 87565194 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 16.52 | 87565194 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 32.42 | 87565194 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.44 | 87565195 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 29.49 | 87565195 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 17.70 | 87565195 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 32.99 | 87565195 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.38 | 87565196 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879843 | Ingram Library | Library | $ 25.18 | 87565196 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 30.92 | 87565196 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 12.97 | 87565196 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.30 | 87565197 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 39.57 | 87565197 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 36.55 | 87565197 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.12 | 87565198 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 14.74 | 87565198 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.10 | 87565199 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 23.99 | 87565199 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 0.08 | 87565200 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ 10.19 | 87565200 |
| 04/28/2025 | 879843 | Ingram Library | Library | $ (13.56) | 87617167 credit memo |
| 04/28/2025 | ACH | Joe Johnson Equipment | Fleet | $ 149.87 | P02690 |
| 04/28/2025 | ACH | Joe Johnson Equipment | Fleet | $ 959.00 | P02690 |
| 04/28/2025 | ACH | Joe Johnson Equipment | Street/Traffic | $ 1,662.14 | hose/gasket/clamp for unit 1238 |
| 04/28/2025 | ACH | Joe Johnson Equipment | Street/Traffic | $ 3,037.80 | brooms for sweepers |
| 04/28/2025 | 879854 | L P Anderson Tire | Fleet | $ 65.00 | 2236794 |
| 04/28/2025 | 879854 | L P Anderson Tire | Fleet | $ 2,920.00 | 2241025 |
| 04/28/2025 | 879854 | L P Anderson Tire | General | $ 387.48 | --; TIRE; TIRE |
| 04/28/2025 | 879854 | L P Anderson Tire | Street/Traffic | $ 78.00 | --; TIRE; TIRE |
| 04/28/2025 | 879854 | L P Anderson Tire | Street/Traffic | $ 1,436.80 | --; TIRE; TIRE |
| 04/28/2025 | 879854 | L P Anderson Tire | Street/Traffic | $ 96.00 | TIRE REPAIR; TIRE REPAIR |
| 04/28/2025 | 879858 | Local 521 | Public Safety | $ 6,900.00 | Recruit Clothing Allowance 2025 |
| 04/28/2025 | 879859 | Loenbro | Wastewater | $ 11,933.81 | WO 25-35 WRF Digester Gas Line Isolation Flanges |
| 04/28/2025 | 879860 | M.E. Simpson | Water | $ 2,856.31 | Meter Testing 01/06-01/08/2025 |
| 04/28/2025 | 879868 | Millennium Electric | Transit | $ 26,061.75 | MET EV Charging Stations |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 687.74 | 129 573 1000 1. Mud Wash. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 117.15 | 160 723 3573 6. USDA. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 2,743.27 | 179 053 7751 5. New Terminal. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 247.08 | 185 580 1000 7 TSA. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 71.59 | 229 573 1000 0. Detail Bay 1 Hertz. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 257.54 | 283 116 0655 3. Alpine. April 2025 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 205.25 | 295 580 1000 4. Aero Interiors. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 43.97 | 329 573 1000 9. Detail Bay 3 Enterprise. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 128.35 | 429 573 1000 8. Detail Bay 4 Avis/Budget. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 31.27 | 529 573 1000 7. Detail Bay 5 Thrifty/Dollar. April 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 161.96 | 629 573 1000 6. Detail Bay 2 National/Alamo. Apr 2025 |
| 04/28/2025 | 879872 | Montana Dakota Utilities | Airport | $ 1,375.12 | 889 373 1000 6. Car Wash. April 2025 |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 3,110.51 | AIP-73 Terminal Expansion - Eligible for Reimb |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 345.61 | AIP-73 Terminal Expansion - Ineligible for Reimb |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 292.38 | AIP-76 Terminal Expansion - eligible for local |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 12,445.67 | Airport Master Plan Update - Federal Share |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 1,382.85 | Airport Master Plan Update - Local Share |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 1,939.15 | Amendment #13 Terminal Expansion Project - Federal |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 182.28 | Amendment #13 Terminal Expansion Project - Inel |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 215.46 | Amendment #13 Terminal Expansion Project - Local |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 22,381.53 | Amendment #24 Overlook Road Rehabilitation - Fed |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 1,177.97 | Amendment #24 Overlook Road Rehabilitation - Loc |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 6,343.40 | Runway 7/25 Reconstruction & Extension Proj- Fed |
| 04/28/2025 | 879878 | Morrison Maierle | Airport | $ 333.86 | Runway 7/25 Reconstruction & Extension Proj- Loc |
| 04/28/2025 | 879878 | Morrison Maierle | Transit | $ 3,210.30 | Amendment #20 MET Bus Wash Equipment Upgrade |
| 04/28/2025 | 879878 | Morrison Maierle | Transit | $ 839.23 | Amend 21 Transfer Center Camera Systems Proj- Fed |
| 04/28/2025 | 879878 | Morrison Maierle | Transit | $ 209.81 | Amend 21 Transfer Center Camera Systems Proj- Loc |
| 04/28/2025 | 879878 | Morrison Maierle | Water | $ 4,350.98 | WO 24-24 Voelker Pump Station PRV; Pmt 15 Final |
| 04/28/2025 | 879878 | Morrison Maierle | Water | $ 9,043.75 | WO 24-41 Heights Water District Consolidation Study |
| 04/28/2025 | 879879 | Moulton Bellingham | General | $ 245.00 | 3rd Ave Garage Condo Sale/Developement Agreement |
| 04/28/2025 | 879879 | Moulton Bellingham | General | $ 350.00 | Sale of Old City Hall and Park 3 Garage |
| 04/28/2025 | 879879 | Moulton Bellingham | General | $ 577.50 | Knife River - Possible Litigation |
| 04/28/2025 | 879879 | Moulton Bellingham | General | $ 3,280.00 | Phillips 66 System Development Fee |
| 04/28/2025 | 879879 | Moulton Bellingham | General | $ 1,440.00 | Amend Park Recreation Campus |
| 04/28/2025 | 879880 | MT Dept of Revenue-CGR2 | Transit | $ 263.25 | MET EV Charging Stations |
| 04/28/2025 | 879880 | MT Dept of Revenue-CGR2 | Wastewater | $ 2,066.27 | WO 24-31 WRF Solids Process Bldg; Pmt 2 |
| 04/28/2025 | 879880 | MT Dept of Revenue-CGR2 | Water | $ 471.84 | WO 23-12 Zone 4 Pump Station & Waterline Improvs |
| 04/28/2025 | 879880 | MT Dept of Revenue-CGR2 | Water | $ - | WO 23-29 Grand Avenue Waterline Replacement |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 34.28 | 647271 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 25.07 | 648264 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.80 | 648283 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 12.44 | 648283 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 68.52 | 648297 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 20.17 | 648364 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 6.15 | 648483 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 50.50 | 648520 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 18.87 | 648528 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 16.16 | 648562 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 36.45 | 648614 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 61.44 | 648614 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 62.00 | 648734 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 30.79 | 648740 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 74.99 | 648743 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 40.96 | 648781 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 85.46 | 648781 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 6.54 | 648781 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 66.67 | 648781 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 96.00 | 648781 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 7.40 | 648866 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 59.80 | 648887 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 1.50 | 648974 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 29.94 | 649183 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 10.75 | 649213 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 3.55 | 649346 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 29.20 | 649699 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 12.44 | 649699 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.80 | 649699 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 37.24 | 649700 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 37.24 | 649747 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 8.01 | 649892 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 3.55 | 649895 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 26.06 | 649918 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 104.49 | 649927 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 24.79 | 649949 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 28.87 | 649967 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 34.10 | 650102 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 7.29 | 650102 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 82.58 | 650102 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 62.13 | 650125 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 37.39 | 650125 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 2.99 | 650173 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.25 | 650176 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 82.76 | 650176 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 155.88 | 650182 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 14.56 | 650182 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 52.94 | 650182 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 7.05 | 650474 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 42.94 | 650525 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 46.13 | 650560 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.82 | 650803 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 16.22 | 650803 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ (13.82) | 650812 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 25.28 | 650874 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 86.88 | 650874 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.34 | 650892 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 8.74 | 651003 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 3.55 | 651003 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.82 | 651030 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 58.80 | 651067 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 6.58 | 651094 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.16 | 651104 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 3.55 | 651114 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 3.55 | 651114 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 3.55 | 651114 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 14.00 | 651613 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 13.84 | 651613 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 30.89 | 651613 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 34.27 | 651616 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 200.52 | 653293 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 429.06 | 653293 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 43.44 | 653339 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 24.54 | 653357 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 130.32 | 653753 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 103.70 | 653873 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 40.89 | 654229 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 29.22 | 654234 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 39.16 | 654239 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 42.60 | 654949 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 275.34 | 654967 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 115.42 | 654982 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 76.70 | 655041 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 267.36 | 655041 |
| 04/28/2025 | 879882 | Napa Auto Parts | Fleet | $ 26.68 | 655041 |
| 04/28/2025 | 879882 | Napa Auto Parts | Street/Traffic | $ 8.01 | FILTER-AIR; CABIN AIR FILTER |
| 04/28/2025 | 879884 | Network Information Systems | Airport | $ 7,510.00 | backup wrlss network connection ARFF and City Hall |
| 04/28/2025 | 879888 | NorthWestern Energy | Airport | $ 350.60 | 0712792-1. IP-7. April 2025 |
| 04/28/2025 | 879888 | NorthWestern Energy | Airport | $ 1,076.64 | 0712800-2. IP-9. April 2025 |
| 04/28/2025 | 879888 | NorthWestern Energy | Airport | $ 475.90 | 0712809-3. IP-11 Alpine. April 2025 |
| 04/28/2025 | 879888 | NorthWestern Energy | Airport | $ 112.05 | 1647695-4. De Icer. April 2025 |
| 04/28/2025 | 879888 | NorthWestern Energy | Airport | $ 87.86 | 3085107-5. Employee Parking. April 2025 |
| 04/28/2025 | 879888 | NorthWestern Energy | Facilities | $ 1,592.45 | 0975808-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Facilities | $ 563.94 | 1160802-3 |
| 04/28/2025 | 879888 | NorthWestern Energy | Facilities | $ 2,217.88 | 1160804-9 |
| 04/28/2025 | 879888 | NorthWestern Energy | Facilities | $ 2,511.44 | 1269391-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Facilities | $ 11,944.96 | 3927205-9 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 1,151.71 | 0100506-5 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 6.00 | 0722237-5 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 6.54 | 0722247-4 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 89.44 | 0722255-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0722257-3 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 34.63 | 0722260-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0722261-5 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0722262-3 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0722265-6 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 79.09 | 0722266-4 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 1.00 | 0722268-0 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 8.82 | 0722269-8 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 10.58 | 0722292-0 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 20.87 | 0722293-8 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 6.13 | 0722905-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 89.78 | 0722933-9 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 10.44 | 0723027-9 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 84.82 | 0723035-2 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 6.68 | 0723036-0 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 172.74 | 0723037-8 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 39.18 | 0723042-8 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 19.78 | 0723044-4 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0723050-1 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0723051-9 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0723052-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 18.74 | 0723054-3 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 10.96 | 0723055-0 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 26.77 | 0723056-8 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 7.89 | 0723057-6 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 10.20 | 0723058-4 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 8.70 | 0723090-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 6.00 | 0723162-4 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ - | 0723170-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 102.55 | 0789437-1 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 344.85 | 0925496-2 |
| 04/28/2025 | 879888 | NorthWestern Energy | Park Dist 1 | $ 8.70 | 4081700-9 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879888 | NorthWestern Energy | Parking | $ 2,093.56 | 0720834-1 |
| 04/28/2025 | 879888 | NorthWestern Energy | Parking | $ 1,622.55 | 1594282-4 |
| 04/28/2025 | 879888 | NorthWestern Energy | Public Safety | $ 2,348.37 | 3448739-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Radio | $ 291.62 | 0721580-9 |
| 04/28/2025 | 879888 | NorthWestern Energy | Solid Waste | $ 918.01 | 3252194-0 |
| 04/28/2025 | 879888 | NorthWestern Energy | Street/Traffic | $ 6.00 | 0723645-8 |
| 04/28/2025 | 879888 | NorthWestern Energy | Transit | $ 299.18 | 1784756-7 |
| 04/28/2025 | 879888 | NorthWestern Energy | Wastewater | $ 314.38 | 822 Shiloh Crossing Blvd Lift...March 20 |
| 04/28/2025 | 879888 | NorthWestern Energy | Water | $ 4,801.35 | 0100540-4 |
| 04/28/2025 | 879889 | Pacific Steel | Fleet | $ 259.02 | 8987536 |
| 04/28/2025 | 879889 | Pacific Steel | Fleet | $ 561.31 | 8987537 |
| 04/28/2025 | 879889 | Pacific Steel | Street/Traffic | $ 1,909.45 | metal for racks for cutting edges |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ (6,661.44) | 0179893CM |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ (5,697.72) | 0180282CM |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 3,255.66 | 179878 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 70.42 | 179878 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 5,942.16 | 180010 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 16.49 | 180049 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 149.48 | 180049 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 16.52 | 180107 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 3.84 | 180107 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 18.00 | 180107 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 74.60 | 180107 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 663.40 | 180195 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 24.86 | 180195 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 18.33 | 180371 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 1,526.92 | 180371 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 16.80 | 180376 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 717.00 | 180376 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 219.24 | 180378 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 25,155.94 | 180378 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 382.77 | 180479 |
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 22.22 | 180479 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879903 | Solid Waste Systems | Fleet | $ 500.88 | 180479 |
| 04/28/2025 | 879904 | Spencer Fluid Power | Solid Waste | $ 3,830.90 | PUMP; VANE PUMP |
| 04/28/2025 | 879904 | Spencer Fluid Power | Street/Traffic | $ 3,822.98 | PUMP; BEAR BROOM PUMP |
| 04/28/2025 | 879905 | Star Service | Wastewater | $ 16,830.00 | WO2521 WRF Digester Condensate Drain Const |
| 04/28/2025 | 879916 | Torgerson's | Street/Traffic | $ 13,661.51 | DIAG REPAIR |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 4,521.03 | 447211 |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 8,369.77 | 447211 |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 8,009.95 | 447211 |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 4,450.35 | 447211 |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 5,612.81 | 447815 |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 9,547.10 | 447815 |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 6,350.25 | 447816 |
| 04/28/2025 | ACH | Town & Country Supply | Fleet | $ 6,192.11 | 447816 |
| 04/28/2025 | ACH | Town & Country Supply | Solid Waste | $ 18,354.88 | 447819 |
| 04/28/2025 | ACH | Town & Country Supply | Transit | $ 5,422.60 | 446858_Unleaded Fuel |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ (156.49) | BLCR0103261 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 156.49 | BLCS0859214 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 0.19 | BLCS0859214 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 0.34 | BLCS0859214 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 3.21 | BLCS0859214 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 74.65 | BLCS0859214 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 798.18 | BLCS0859214 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 29.72 | BLCS0859331 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 115.18 | BLCS0859331 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 99.12 | BLCS0859331 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 42.29 | BLCS0859331 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 31.84 | BLCS0859331 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 25.34 | BLCS0859331 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 40.68 | BLCS0859331 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 469.60 | BLCS0859501 |
| 04/28/2025 | ACH | Tractor & Equipment | Fleet | $ 219.28 | BLCS0859501 |
| 04/28/2025 | ACH | Tractor & Equipment | Street/Traffic | $ 22,166.87 | BRAKES FOR TANDEM |
| 04/28/2025 | ACH | Tractor & Equipment | Street/Traffic | $ 4,307.41 | MAINTENANCE |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 04/28/2025 | 879918 | Unemployment Ins Contrib Bureau | Payroll Clearing | $ 32,190.29 | MT Employer's Unemployment Insurance Jan- Mar 25 |
| 04/28/2025 | 879919 | Uniforms2gear | PD Program | $ 7,376.00 | Uniform Pants, Jackets, Shirts |
| 04/28/2025 | 879919 | Uniforms2gear | PD Program | $ 1,338.24 | Uniform Pants. |
| 04/28/2025 | 879919 | Uniforms2gear | PD Program | $ 11,357.00 | Vest/Carrier's. 2024 JAG Grant. |
| 04/28/2025 | 879919 | Uniforms2gear | Public Safety | $ 2,634.24 | SWAT SRV - Uniforms. |
| 04/28/2025 | 879933 | Zoll Medical | Capital Replace | $ 78,622.38 | X SERIES ADVANCED MONITOR/DEFRIBULATOR, CUFFS |

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Payment of Claims for week of May 5th, 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 $1,730,982.70 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 05052025

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 879937 | Ace Electric | Solid Waste | $ 2,386.13 | Install conduit under roadway Landfill |
| 05/05/2025 | 879937 | Ace Electric | Solid Waste | $ 5,690.00 | Install conduit under roadway Landfill |
| 05/05/2025 | 879937 | Ace Electric | Solid Waste | $ 210.00 | No power to overhead door at Landfill. |
| 05/05/2025 | 879950 | Century Link | Airport | $ 49.20 | Airport Terminal Power M |
| 05/05/2025 | 879950 | Century Link | Airport | $ 45.66 | Airport Alarm |
| 05/05/2025 | 879950 | Century Link | Airport | $ 45.19 | Airport 1FB Line |
| 05/05/2025 | 879950 | Century Link | Airport | $ 83.58 | Airport |
| 05/05/2025 | 879950 | Century Link | Airport | $ 45.19 | Airport P9 Building |
| 05/05/2025 | 879950 | Century Link | Airport | $ 466.98 | Airport -Charges for Airport phone fax alarm line |
| 05/05/2025 | 879950 | Century Link | Airport | $ 31.99 | Bill Date: Aug 16, 2021. QTA Phone |
| 05/05/2025 | 879950 | Century Link | Engineering | $ 118.40 | Measured Lines Depot 50/50 |
| 05/05/2025 | 879950 | Century Link | EOC 911 | $ 45.65 | 911 |
| 05/05/2025 | 879950 | Century Link | EOC 911 | $ 45.65 | 911 |
| 05/05/2025 | 879950 | Century Link | EOC 911 | $ 300.00 | 9-1-1 Center Landfill #2 |
| 05/05/2025 | 879950 | Century Link | EOC 911 | $ 311.26 | 9-1-1 Center Fox Reservoir #2 |
| 05/05/2025 | 879950 | Century Link | EOC 911 | $ 2,495.90 | 9-1-1 Center |
| 05/05/2025 | 879950 | Century Link | EOC 911 | $ (1,888.25) | 9-1-1 Center |
| 05/05/2025 | 879950 | Century Link | Fleet | $ 44.69 | Motor Pool |
| 05/05/2025 | 879950 | Century Link | General | $ - | Cemetery Kenco Line |
| 05/05/2025 | 879950 | Century Link | IT Resources | $ 49.20 | Kenco Security Alarm IT Alarm |
| 05/05/2025 | 879950 | Century Link | Library | $ 421.11 | Library 6 lines |
| 05/05/2025 | 879950 | Century Link | P.W. Admin | $ 118.40 | Measured Lines Depot 50/50 |
| 05/05/2025 | 879950 | Century Link | Park Dist 1 | $ 66.00 | Parks |
| 05/05/2025 | 879950 | Century Link | Park Dist 1 | $ 63.00 | Stewart Park Batting Cages |
| 05/05/2025 | 879950 | Century Link | Park Dist 1 | $ 46.00 | Parks 3890 Stillwater |
| 05/05/2025 | 879950 | Century Link | Parking | $ 35.19 | Park 2 Elevator Phone |
| 05/05/2025 | 879950 | Century Link | Parking | $ 49.20 | Park 1 Elevator Phone |
| 05/05/2025 | 879950 | Century Link | Phone System | $ 118.08 | Library 4 lines |
| 05/05/2025 | 879950 | Century Link | Phone System | $ 93.16 | Library 4 lines |
| 05/05/2025 | 879950 | Century Link | Phone System | $ 115.86 | Airport Measured Lines |
| 05/05/2025 | 879950 | Century Link | Phone System | $ 108.40 | Met Measured Lines |
| 05/05/2025 | 879950 | Century Link | Phone System | $ 112.68 | BOC Measured Lines |
| 05/05/2025 | 879950 | Century Link | Phone System | $ 108.40 | PUD Measured Lines |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 879950 | Century Link | Phone System | $ 2,764.00 | Main System Centrex |
| 05/05/2025 | 879950 | Century Link | Phone System | $ 607.40 | Main System Centrex |
| 05/05/2025 | 879950 | Century Link | Planning | $ 49.20 | Planning Traffic Central Broadwater |
| 05/05/2025 | 879950 | Century Link | Planning | $ 49.20 | Planning Traffic Central 9th |
| 05/05/2025 | 879950 | Century Link | Public Safety | $ 49.20 | Fire Elevator |
| 05/05/2025 | 879950 | Century Link | Public Safety | $ 46.19 | Crime Prevention Alarm |
| 05/05/2025 | 879950 | Century Link | Public Safety | $ 119.32 | Fire |
| 05/05/2025 | 879950 | Century Link | Public Safety | $ 118.28 | Fire RR Crossing Alarm |
| 05/05/2025 | 879950 | Century Link | Public Safety | $ 59.20 | Fire 5 911 Line |
| 05/05/2025 | 879950 | Century Link | Public Safety | $ 35.19 | Fire Maintenance Shop |
| 05/05/2025 | 879950 | Century Link | Radio | $ 311.26 | Fire Airport Radio Tower WCK |
| 05/05/2025 | 879950 | Century Link | Radio | $ 311.26 | Fire Airport Radio Tower Jellison |
| 05/05/2025 | 879950 | Century Link | Solid Waste | $ 84.38 | Solid Waste Landfill |
| 05/05/2025 | 879950 | Century Link | Solid Waste | $ 187.10 | SW Landfill |
| 05/05/2025 | 879950 | Century Link | Street/Traffic | $ 35.19 | PW Traffic 3728 McDougall |
| 05/05/2025 | 879950 | Century Link | Street/Traffic | $ 49.20 | PW Traffic Signal 24 Central |
| 05/05/2025 | 879950 | Century Link | Wastewater | $ 56.33 | PUD Sahara Sand Lift Station |
| 05/05/2025 | 879950 | Century Link | Water | $ 39.44 | PUD Alarm Water Tower |
| 05/05/2025 | 879960 | Circuit Breaker Sales | Wastewater | $ 26.19 | Replacement Breakers for WRF Substation Switchgear Panles |
| 05/05/2025 | 879960 | Circuit Breaker Sales | Wastewater | $ 4,784.00 | Replacement Breakers for WRF Substation Switchgear Panles |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Fleet | $ 1,248.00 | 38-250417306 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Fleet | $ 8,461.86 | 38-250417306 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Fleet | $ 540.00 | 38-250417306 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Fleet | $ 3,128.96 | 38-250417306 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Fleet | $ 7,210.63 | 38-250417306 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Fleet | $ (540.00) | 38-250417369 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Fleet | $ 353.94 | 38-250417748 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 872.47 | #38-250417753 - DEF Doser Injector for inventory |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 101.25 | #38-250417753 Core Deposit |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 52.35 | #38-250417753 Shipping |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 101.25 | #38-250417757 - Core Deposit |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 872.47 | #38-250417757 - DEF Doser Injector Unit #1836 WO#2025-993 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 52.35 | #38-250417757 - Shipping |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ (40.00) | #38-250417782 - Shipping Credit for Inv# 38-250417753 |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 229.50 | 38-250417799 core deposit- return to follow |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 582.15 | 38-250417799 Nox sensor- Intake/ Inlet |
| 05/05/2025 | 879966 | Cummins Inc - Rocky Mtn | Transit | $ 34.93 | 38-250417799. shipping |
| 05/05/2025 | 879969 | Dakota Supply Group | Street/Traffic | $ 1,476.83 | storm sewer pipe |
| 05/05/2025 | 879969 | Dakota Supply Group | Street/Traffic | $ 738.41 | storm sewer pipe |
| 05/05/2025 | 879969 | Dakota Supply Group | Wastewater | $ 360.00 | Cable for Point Repairs for Sewer |
| 05/05/2025 | 879969 | Dakota Supply Group | Wastewater | $ 383.66 | Cable for Point Repairs for Sewer..Inclu |
| 05/05/2025 | 879969 | Dakota Supply Group | Wastewater | $ (360.00) | Credit for cable for Point Repairs for S |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 220.34 | 1"X 6" CTS CIRCLE REDI-CLAMP 1.13" OD P/N: 773466 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 616.99 | 10" X 15" SH CI-FC REPAIR CLAMP - F1-1144 X 15-SH P/N: 418761 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 223.89 | 1-1/2"X 6" CTS CIRCLE REDI-CLAMP 1.63" OD P/N: 773472 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 1,195.23 | 12" HYDRANT EXTENSION - WATEROUS - (12-K562) |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 270.00 | 2" COUPLING CTS X MIP (74753Q2) |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 229.03 | 2"X 6" CTS CIRCLE REDI-CLAMP 2.13" OD P/N: 773474 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 21,608.40 | 3/4" METER LOOPS AKA YOKE - (7433MM33471) |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 172.05 | 3/4" STIFFENERS - CTS PE INSERTS SS P/N: 6133T34 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 96.63 | 3/4"X 6" CTS CIRCLE REDI-CLAMP .88" OD P/N: 773460 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 96.63 | 3/4"X 6" CTS CIRCLE REDI-CLAMP .88" OD P/N: 773460 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 91.47 | 6" PO PLAIN RUBBER GASKET P/N: 46262 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 912.18 | 6" X 20" CI FC CLAMP - F1-724 X 20 X SH P/N: 405763 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 487.38 | 8" MJ 45 DEGREE BEND P/N: DMB845 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 243.69 | 8" MJ 45 DEGREE BEND P/N: DMB845 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 1,794.27 | 8" MJ ONE-LOK SLCP ACC REST F/PVC |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 300.42 | 8" PV- LOK CLAMP RESTRAINT P/N: 368800 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 1,190.45 | 8" X 10" CI-FC REPAIR CLAMP - F1-939 X 10-SH P/N: F193910SH |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 900.21 | 8" X 12" MJ SLEEVE P/N: 37402 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 140.91 | 8"x 3/4" CC BRASS SADDLE 9.05 P/N: 342454 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 419.79 | MJ GLAND PACK 6" P/N: 39701 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 1,965.32 | TYLER 6860 #69 HD ADJUSTABLE RISER (TY502227) P/N: 45015 |
| 05/05/2025 | 879969 | Dakota Supply Group | Water | $ 2,190.99 | TYLER 6860 HD 36B BOTTOM SECTION - (TY502401) P/N: 55553 |
| 05/05/2025 | 879971 | Denny Menholt Chevrolet | Property Ins | $ 5,068.20 | Inv. #491172 Repairs to Building Division Truck #1079. 2025-006 |
| 05/05/2025 | 879971 | Denny Menholt Chevrolet | Property Ins | $ 4,844.80 | Inv. #493321 Damages to Public Works Truck #7317. 2025-023 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 879971 | Denny Menholt Chevrolet | Property Ins | $ 1,449.06 | Inv. 489737 Repairs to Building Division Truck #1079. 2025-006 |
| 05/05/2025 | 879972 | Dept Of Environmental Quality | Wastewater | $ 5,126.50 | WO 25-01 Contract 2 Sewer Rehab EQ# 2 |
| 05/05/2025 | 879978 | Eaton | Wastewater | $ 20,349.18 | Replacement UPS System for WRF Control S |
| 04/30/2025 | 348747 | EBMS Import | City Ins Fund | $ 3,379.68 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348765 | EBMS Import | City Ins Fund | $ 2,745.57 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348767 | EBMS Import | City Ins Fund | $ 4,211.50 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348786 | EBMS Import | City Ins Fund | $ 4,594.00 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348787 | EBMS Import | City Ins Fund | $ 71,061.57 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348789 | EBMS Import | City Ins Fund | $ 7,639.27 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348791 | EBMS Import | City Ins Fund | $ 10,850.29 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348793 | EBMS Import | City Ins Fund | $ 6,264.00 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348794 | EBMS Import | City Ins Fund | $ 67,761.67 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348796 | EBMS Import | City Ins Fund | $ 7,213.50 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348797 | EBMS Import | City Ins Fund | $ 4,338.59 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348812 | EBMS Import | City Ins Fund | $ 3,333.78 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348817 | EBMS Import | City Ins Fund | $ 4,062.90 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348832 | EBMS Import | City Ins Fund | $ 4,082.08 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348834 | EBMS Import | City Ins Fund | $ 3,265.50 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348854 | EBMS Import | City Ins Fund | $ 5,801.87 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348869 | EBMS Import | City Ins Fund | $ 7,182.46 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348871 | EBMS Import | City Ins Fund | $ 8,296.09 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348872 | EBMS Import | City Ins Fund | $ 17,422.62 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348874 | EBMS Import | City Ins Fund | $ 11,102.06 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348875 | EBMS Import | City Ins Fund | $ 2,760.00 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348876 | EBMS Import | City Ins Fund | $ 45,792.26 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348879 | EBMS Import | City Ins Fund | $ 2,950.70 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348882 | EBMS Import | City Ins Fund | $ 3,018.38 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348897 | EBMS Import | City Ins Fund | $ 9,710.69 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348898 | EBMS Import | City Ins Fund | $ 8,363.31 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348927 | EBMS Import | City Ins Fund | $ 3,841.63 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348932 | EBMS Import | City Ins Fund | $ 3,032.42 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348939 | EBMS Import | City Ins Fund | $ 9,902.25 | EBMS INSURANCE PAYMENTS |
| 04/30/2025 | 348949 | EBMS Import | City Ins Fund | $ 3,474.00 | EBMS INSURANCE PAYMENTS |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 879983 | EPACT Newtwork | Park Dist 1 | $ 4,000.00 | Account # EP-000014 April 2025-software |
| 05/05/2025 | 879986 | Fedex | Wastewater | $ 5,742.61 | Shipping for #3 Centrifuge Rotating Asse |
| 05/05/2025 | 879989 | Fisher Sand & Gravel | Street/Traffic | $ 894.08 | asphalt |
| 05/05/2025 | 879989 | Fisher Sand & Gravel | Street/Traffic | $ 4,906.24 | asphalt |
| 05/05/2025 | 879989 | Fisher Sand & Gravel | Street/Traffic | $ 2,327.68 | asphalt |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 30.25 | P1-36970-03 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 19.02 | P1-37120-02 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.84 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 50.05 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 75.12 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 67.63 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 88.49 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 13.89 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 19.30 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 31.72 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 33.06 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 7.20 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.66 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 12.04 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 5.53 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 7.90 | P1-37265-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 32.94 | P1-37265-02 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 35.80 | P1-37265-03 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 47.56 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 8.28 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.84 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 48.44 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 176.98 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 24.58 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 18.80 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 22.86 | P1-37414-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 24.58 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 7.36 | P1-37506-01 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 3.60 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.77 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 22.56 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 62.20 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 38.60 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 44.08 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 22.86 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 47.56 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.84 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 48.44 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 88.49 | P1-37506-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 88.49 | P1-37506-02 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 62.20 | P1-37506-03 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 24.84 | P1-37506-03 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 3.59 | P1-37506-04 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 15.04 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 186.24 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 157.08 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 7.20 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.88 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 13.98 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 31.72 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 60.50 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 42.60 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 23.59 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.66 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 8.40 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 8.54 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.80 | P1-37575-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 14.40 | P1-37575-02 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 3.59 | P1-37575-03 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 44.08 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 10.65 | P1-37695-01 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 12.68 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 99.98 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 15.04 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 5.53 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 32.40 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 3.44 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 68.50 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 15.86 | P1-37695-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 31.95 | P1-37695-02 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 58.64 | P1-37699.01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 15.86 | P1-37781-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 33.06 | P1-37781-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 11.28 | P1-37781-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 186.24 | P1-37781-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 157.08 | P1-37781-01 |
| 05/05/2025 | ACH | Galles Filter | Fleet | $ 12.41 | P1-37781-01 |
| 05/05/2025 | ACH | Galles Filter | Solid Waste | $ 287.52 | Cab filters for Collection trucks. |
| 05/05/2025 | ACH | Galles Filter | Solid Waste | $ 534.60 | Outer/Inner Air Elements for Landfill. |
| 05/05/2025 | ACH | Galles Filter | Wastewater | $ 9.60 | windshield washer fluid |
| 05/05/2025 | ACH | Galles Filter | Water | $ 7.76 | HYDRAULIC FILTER FOR VEHICLE 7327 |
| 05/05/2025 | ACH | Galles Filter | Water | $ 9.60 | windshield washer fluid |
| 05/05/2025 | 879994 | Granite Peak Pump | Park Dist 1 | $ 47,297.00 | provide a replacement pump station at Optimist Park |
| 05/05/2025 | 879995 | Graphic Imprints | Park Dist 1 | $ 4,992.00 | shirts for city league 119817 |
| 05/05/2025 | 879995 | Graphic Imprints | Park Dist 1 | $ 467.20 | shirts for miracle league - 119665 |
| 05/05/2025 | 880008 | Jares Fence | Property Ins | $ 3,459.00 | Inv. #41278 Repairs to fencing at Mountview Cemetery. #2025-008 |
| 05/05/2025 | 880008 | Jares Fence | Property Ins | $ 895.00 | Inv. #41556 Repairs to fencing at Rose Park damaged on 4/12/25 |
| 05/05/2025 | 880010 | K2 Civil | Park Dist 1 | $ 30,919.93 | payment #2; Coulson Park north & south improvements |
| 05/05/2025 | 880020 | Maaco | Property Ins | $ 11,063.08 | Inv. #40366 Repairs to BPD Car 1486 damaged on 2/27/25. |
| 05/05/2025 | 880020 | Maaco | Property Ins | $ 10,179.85 | Inv. #40370 Repairs to BPD Car #1580 damaged on 2/3/25. |
| 05/05/2025 | 880023 | Mailing Technical | Central Services | $ 4,807.08 | Postage for March, 2025 |
| 05/05/2025 | 880023 | Mailing Technical | General | $ 820.72 | Postage for March, 2025 |
| 05/05/2025 | 880023 | Mailing Technical | Parking | $ 949.15 | Postage for March, 2025 |
| 05/05/2025 | 880031 | Montana CSED | Payroll Clearing | $ 5,363.77 | Child Support |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 880032 | Montana Dakota Utilities | Airport | $ 1,328.91 | 285 580 1000 6 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Airport | $ 7,051.64 | 595 580 1000 1 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Airport | $ 965.78 | 706 580 1000 7 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | CDBG | $ 43.19 | Act #766 804 8641 2 / FORECLOSURE Program St. Johns Ave |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Facilities | $ 551.17 | 130 733 1000 8 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Facilities | $ 4,109.22 | 375 963 4481 4 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Facilities | $ 2,527.59 | 757 633 1000 2 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Facilities | $ 94.01 | 799 152 1209 0 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Facilities | $ 2,883.39 | 929 780 1000 4 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Facilities | $ 10,740.80 | 989 733 1000 0 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Facilities | $ 428.78 | 993 733 1000 4 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Library | $ 2,774.81 | 219 924 4851 0 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 80.34 | 061 943 1000 6 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 167.12 | 112 138 9381 8 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 55.64 | 371 101 1000 6 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 273.97 | 437 780 1000 9 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 82.79 | 501 473 1000 2 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 115.74 | 571 295 3342 8 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 157.08 | 703 760 1000 8 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 85.68 | 879 660 1000 8 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 253.41 | 902 360 1000 6 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Park Dist 1 | $ 76.09 | 927 890 1000 3 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Parking | $ 27.54 | 717 353 1000 6 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 27.54 | 062 907 9494 7 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 1,240.14 | 169 233 1000 3 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 682.10 | 307 111 5825 0 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 340.02 | 442 190 1000 4 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 35.75 | 514 117 0478 9 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 304.81 | 533 653 1000 1 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 82.53 | 602 589 7178 1 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 239.75 | 668 670 1000 2 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 720.55 | 672 860 1000 3 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 1,015.15 | 819 360 1000 8 |

| Check Date | Check | Name | Fund Name | Amount | | Item Desc |
|---|---|---|---|---|---|---|
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 516.82 | 885 880 1000 4 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Public Safety | $ 30.13 | 930 442 2308 4 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Solid Waste | $ 532.11 | 284 225 1320 1 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Solid Waste | $ 112.61 | 602 680 9335 2 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Solid Waste | $ 1,440.39 | 770 390 1000 2 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Transit | $ 1,264.35 | 962 880 1000 0 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 4,418.87 | 293 780 1000 2 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 8,837.76 | 293 780 1000 2 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 4,418.88 | 293 780 1000 2 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 118.86 | 310 490 1000 7 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 29.00 | 410 490 1000 6 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 81.07 | 596 733 1000 5 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 80.34 | 713 064 3190 0 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 81.07 | 735 453 1000 2 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 81.80 | 843 879 2205 1 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Wastewater | $ 103.99 | 868 563 1000 7 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 75.11 | 010 490 1000 0 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 81.80 | 076 225 9180 3 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 58.17 | 110 490 1000 9 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 151.84 | 162 660 1000 4 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 145.52 | 209 077 5055 6 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 198.55 | 210 490 1000 8 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 356.55 | 310 490 1000 7 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 73.50 | 373 580 1000 9 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 73.51 | 373 580 1000 9 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 86.99 | 410 490 1000 6 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 2,972.88 | 500 490 1000 7 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 52.64 | 510 490 1000 5 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 132.09 | 527 033 1000 4 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 52.18 | 541 380 1000 1 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 117.90 | 566 923 1000 8 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 13.77 | 600 490 1000 6 | |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 13.77 | 600 490 1000 6 | |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 310.56 | 610 490 1000 4 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 49.77 | 666 923 1000 7 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 306.57 | 700 490 1000 5 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 81.07 | 800 490 1000 4 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 54.43 | 832 001 1000 1 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 488.53 | 900 490 1000 3 |
| 05/05/2025 | 880032 | Montana Dakota Utilities | Water | $ 80.34 | 921 580 1000 6 |
| 05/05/2025 | 880034 | MFPE | Payroll Clearing | $ 2,969.77 | Payroll Summary |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 284.69 | 113926BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 98.92 | 113969BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 35.00 | 114182BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 78.39 | 114193BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 29.04 | 114193BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 101.08 | 114193BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 475.74 | 114233BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 677.20 | 114256BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ 93.75 | 114256BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Fleet | $ (93.75) | CM114256BL |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 57.36 | 114600BL_Wire Harness-VGT-ENC |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 212.50 | 114600BLX1_Core Deposit |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 582.40 | 114600BLX1_Wire Harness |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 57.36 | 114600BLX1_Wire Harness |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 212.50 | 114715BL_CoreDeposit |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 582.40 | 114715BL_Nox Sensor- Outlet ENC |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 212.50 | 114760BL core deposit |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 582.40 | 114760BL Nox Sensor Inlet |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ 250.62 | 114797BL_Fuel Filters |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ (425.00) | CM107141BLA_Core Deposit |
| 05/05/2025 | 880037 | Montana Peterbilt | Transit | $ (212.50) | CM114600BLX1 Core Return |
| 05/05/2025 | 880038 | MSFA | Payroll Clearing | $ 5,958.05 | Payroll Summary |
| 05/05/2025 | 880041 | MPPA | Payroll Clearing | $ 3,957.66 | Payroll Summary |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 34.27 | 651616 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 434.66 | 651795 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 384.94 | 651795 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 80.58 | 651795 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 73.08 | 651795 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 62.31 | 651801 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 235.74 | 651819 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 289.18 | 651871 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 17.96 | 651955 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 3.28 | 652031 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 73.08 | 652208 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 347.24 | 652208 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 290.72 | 652208 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 80.58 | 652208 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 9.41 | 652211 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 10.75 | 652211 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 18.88 | 652278 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 3.55 | 652278 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 11.51 | 652363 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 18.04 | 652389 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 31.62 | 652453 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 42.39 | 652459 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 66.34 | 652519 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ (11.51) | 652617 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 64.83 | 652621 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 16.74 | 652659 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 10.66 | 652674 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 3.55 | 652674 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 9.77 | 652789 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 329.98 | 652823 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 21.30 | 652972 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 9.77 | 653289 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 15.52 | 653299 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 23.16 | 653479 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 7.10 | 655629 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 92.35 | 655792 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 85.20 | 655792 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 42.60 | 655814 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 46.55 | 656731 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 137.67 | 656731 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 596.52 | 656735 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 42.68 | 657042 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 401.04 | 657092 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 76.70 | 657092 |
| 05/05/2025 | 880044 | Napa Auto Parts | Fleet | $ 7.11 | FILTER |
| 05/05/2025 | 880044 | Napa Auto Parts | Street/Traffic | $ 27.29 | 652619 |
| 05/05/2025 | 880044 | Napa Auto Parts | Water | $ 23.52 | PLUG; ADAPTER PLUG |
| 05/05/2025 | 880045 | Napa-MET | Transit | $ 299.00 | 655303_Electric Bus Refrigerant AC System |
| 05/05/2025 | 880045 | Napa-MET | Transit | $ 21.32 | 655716_Air Filters |
| 05/05/2025 | 880045 | Napa-MET | Transit | $ 51,200.00 | Heavy Duty Mobile Column Lift |
| 05/05/2025 | 880047 | Network Information Systems | IT Resources | $ 24,905.00 | Four Dances Project -Point to Point link to connect new CH |
| 05/05/2025 | 880050 | Northwest Glass | Transit | $ 11,982.00 | I8207595 Shelter reinforcement glass downtown |
| 05/05/2025 | 880050 | Northwest Glass | Transit | $ 7,964.00 | i8207596 Replacement glass downtown shelters |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 32,341.36 | 0100482-9. Vault Main Account. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 2,941.09 | 0100483-7. Runway Lights. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 1,372.61 | 0100484-5. ARFF Facility. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 116.46 | 1138926-9. Aero Interiors. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 495.96 | 1669567-8. TSA. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 1,201.29 | 1993430-6. Car Wash. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 376.68 | 2001846-1. Mud Wash. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 420.72 | 2001848-7. Detail Bay 1 Hertz. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 316.99 | 2001855-2. Detail Bay 2 National/Alamo. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 183.25 | 2001862-8. Detail Bay 3 Enterprise. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 454.08 | 2001865-1. Detail Bay 4 Avis/Budget. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 99.55 | 2001867-7. Detail Bay 5 Thrifty/Dollar. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 216.52 | 3446396-8. USDA. April 2024 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 1,742.93 | 3477231-9. Parking Zone. April 2025 |
| 05/05/2025 | 880051 | NorthWestern Energy | Airport | $ 25.84 | 3733186-5. Airport Storage. April 2025 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 880051 | NorthWestern Energy | Facilities | $ 4,170.97 | 0100507-3 |
| 05/05/2025 | 880051 | NorthWestern Energy | Facilities | $ 539.45 | 0720829-1 |
| 05/05/2025 | 880051 | NorthWestern Energy | Park Dist 1 | $ 190.94 | 0712683-2 |
| 05/05/2025 | 880051 | NorthWestern Energy | Park Dist 1 | $ 6.00 | 0831702-6 |
| 05/05/2025 | 880051 | NorthWestern Energy | Parking | $ 1,529.69 | 1569636-2 |
| 05/05/2025 | 880051 | NorthWestern Energy | Parks Maint | $ 117.65 | 1059093-3 |
| 05/05/2025 | 880051 | NorthWestern Energy | Public Safety | $ 585.41 | 0712537-0 |
| 05/05/2025 | 880051 | NorthWestern Energy | Public Safety | $ 339.70 | 0720840-8 |
| 05/05/2025 | 880051 | NorthWestern Energy | Public Safety | $ 41.81 | 1984150-1 |
| 05/05/2025 | 880051 | NorthWestern Energy | Public Safety | $ 194.45 | 1984155-0 |
| 05/05/2025 | 880051 | NorthWestern Energy | Transit | $ 26.35 | 0712764-0 |
| 05/05/2025 | 880051 | NorthWestern Energy | Wastewater | $ 1,450.78 | 2132749-9 |
| 05/05/2025 | 880051 | NorthWestern Energy | Water | $ 3,000.37 | 0722252-4 |
| 05/05/2025 | 880051 | NorthWestern Energy | Water | $ 825.99 | 0723043-6 |
| 05/05/2025 | 880054 | Performance Engin & Consult | Engineering | $ 2,745.00 | Hardt ROW Plat |
| 05/05/2025 | 880055 | Peterson Office Furniture | Transit | $ 77,433.68 | Office Furniture for MET |
| 05/05/2025 | 880059 | Polydyne Inc | Wastewater | $ 58,608.00 | Clarifloc C-3289 |
| 05/05/2025 | 880063 | Public Utilities | Airport | $ 12,853.34 | Service Period 3/30/25 - 4/18/25 Water Service |
| 05/05/2025 | ACH | RDO Equipment | Solid Waste | $ 514.72 | Air Filters and elements for Landfill unit 0269 |
| 05/05/2025 | ACH | RDO Equipment | Solid Waste | $ 1,085.25 | ALTRNTR; HZRDS MTL; SRV ACCSS |
| 05/05/2025 | ACH | RDO Equipment | Solid Waste | $ 1,486.14 | Filter elements for Landfill equipment. |
| 05/05/2025 | ACH | RDO Equipment | Solid Waste | $ 816.90 | LABOR |
| 05/05/2025 | ACH | RDO Equipment | Solid Waste | $ 8,300.00 | Software Maintenance (1 Year) Renewal for Landfill Equipment |
| 05/05/2025 | 880065 | Remix Technologies | Transit | $ 45,000.00 | INV031-1690. Annual Scheduling/Planning 05/01/25-04/30/26 |
| 05/05/2025 | 880069 | SEL Schweitzer Engineering | Wastewater | $ 16,506.00 | Add Functions to WRF Generator for Loss of Power |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 28.38 | 180687 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 3,161.03 | 180687 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 96.67 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 112.39 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 188.35 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 32.36 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 122.28 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 148.70 | 180800 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 481.67 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 573.33 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 360.28 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 101.20 | 180800 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 644.70 | 180849 |
| 05/05/2025 | 880078 | Solid Waste Systems | Fleet | $ 108.38 | 180849 |
| 05/05/2025 | 880080 | Spencer Fluid Power | Fleet | $ 4,046.84 | 32717572 |
| 05/05/2025 | 880084 | Steiner Thuesen | Park Dist 1 | $ 2,464.00 | Apr 25 payment; design svcs for north improvements to coulson |
| 05/05/2025 | 880084 | Steiner Thuesen | Park Dist 1 | $ 536.75 | consult on improvement to the south end of Coulson Park |
| 05/05/2025 | 880084 | Steiner Thuesen | Park Dist 1 | $ 2,298.02 | WO 23-33 Grandview Park Irrigation System Replacement |
| 05/05/2025 | 880087 | Sundown Security | Airport | $ 4,564.50 | Aviation Workers Screening Svcs as Federally Required by TSA |
| 05/05/2025 | 880087 | Sundown Security | General | $ 396.31 | Courier Services for April, 2025 |
| 05/05/2025 | 880087 | Sundown Security | P.W. Admin | $ 411.68 | Courier Services for April, 2025 |
| 05/05/2025 | 880090 | Tetra Tech | Solid Waste | $ 4,793.20 | perform surface emission groundwater monitor and report |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 402.50 | dismount, mount, rotate tires. collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 757.86 | Landfill unit 222. Dismount, mount, purchase tires. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 732.50 | Tire dismount, mount, rotation, and repair. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 3,313.80 | Tire purchase and repair. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 3,583.45 | Tire purchase and repair. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 107.70 | Tire purchase. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 107.70 | Tire purchase. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 259.47 | Tire purchase. Landfill. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 3,907.20 | Tire purchase. Landfill. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 2,946.65 | Tire repair and purchase. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 3,997.35 | Tire repair and purchase. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 427.50 | Tire rotation, dismount, and mount. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 742.50 | Tire rotation, dismount, mount. Collections. |
| 05/05/2025 | 880091 | Tire-Rama | Solid Waste | $ 5.00 | Tire rotation. Collections. |
| 05/05/2025 | ACH | Town & Country Supply | Airport | $ 23,236.59 | Invoice #446806. QTA Car Rental Fuel |
| 05/05/2025 | ACH | Town & Country Supply | Fleet | $ 7,144.02 | 446730 |
| 05/05/2025 | ACH | Town & Country Supply | Fleet | $ 5,941.43 | 447840 |
| 05/05/2025 | ACH | Town & Country Supply | Fleet | $ 8,945.97 | 447840 |
| 05/05/2025 | ACH | Town & Country Supply | Fleet | $ 4,121.55 | 447840 |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | Town & Country Supply | Solid Waste | $ 16,917.32 | 447844 |
| 05/05/2025 | ACH | Town & Country Supply | Transit | $ 16,299.57 | 447833_Diesel Dyed #2 |
| 05/05/2025 | ACH | Town & Country Supply | Water | $ 9,239.50 | Diesel for Belknap |
| 05/05/2025 | ACH | Town & Country Supply | Water | $ 10,989.60 | Unleaded for Belknap |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 1,698.24 | Cartridge AS for LF unit 0261 |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 52.08 | CNSMBLS; ENVIRO FEE |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 400.20 | Element and main element for LF unit 0264 |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 1,768.86 | Elements and filters for LF unit 0254. |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 5,205.39 | FLTR AS-LU; CP & PRB G; FLTR; ELMT; OIL; CNSMBLS; ENVIRO FEE |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 744.00 | LABOR |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 2,658.00 | LABOR |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 6,634.00 | LABOR |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 76.89 | Louvre AS for LF unit 0264 |
| 05/05/2025 | ACH | Tractor & Equipment | Solid Waste | $ 2,240.32 | PIN; WSHR; BLTS; SPRNGS; HNDL AS; BLT-HX; SPRT AS & LH; S/H |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 45.00 | #986 Lp Anderson - Dt Bil - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 583.96 | #986 Lp Anderson - Dt Bil - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 49.88 | #986 Lp Anderson - Dt Bil - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 25.00 | #986 Lp Anderson - Dt Bil - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 55.00 | 99Pledg*Karson Duneman - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 735.00 | A1 Jds Lock - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 230.00 | A1 Jds Lock - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 205.00 | A1 Jds Lock - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 607.34 | Affordable Display - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 12.99 | Albertsons #1227 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 80.76 | Amazon Mktpl*9K4Wt7Rr3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 86.22 | Amazon Mktpl*Cp8Hy71L3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 16.99 | Amazon Mktpl*Fl1Xj6J63 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 27.00 | Amazon Mktpl*Jd64C3Xb3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 104.90 | Amazon Mktpl*Q42Ze3853 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 4.43 | Amazon Mktpl*Sx3Su5573 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 22.59 | Amazon Mktpl*Wh08C4N23 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 63.71 | Amazon Mktpl*Xc31153V3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ (23.99) | Amazon Mktplace Pmts - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 345.00 | Associatio* Aaae Caree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 34.00 | Billings Clinic Homeox - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,915.00 | Billings Overhead Door In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 375.00 | Billings Overhead Door In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 208.00 | Billings Overhead Door In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 795.96 | Billings Overhead Door In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 913.08 | Billings Overhead Door In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 335.44 | Buildersfirstsource64021 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 36.00 | Culligan Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 21.65 | Cvs/Pharmacy #05302 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 22.87 | Dxp Enterprises - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 146.81 | Ecolab Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 96.48 | Feld Fire - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 241.50 | Forged In Steel Soluti - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 195.00 | Fsp*Generator Starter Sho - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 2,248.99 | Global Electronic Serv - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 79.81 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 22.82 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 50.84 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 21.00 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 4.20 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 29.46 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 261.54 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 32.82 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 14.46 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 369.22 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 370.56 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 145.16 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 96.90 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1.44 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 206.12 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 117.90 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 54.44 | Grainger - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 7.23 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 108.72 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 65.99 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 121.44 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 35.08 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 7.23 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 4.14 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 7.23 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 2,934.25 | Helena 44021 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 312.00 | Homedepot.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 57.00 | In *Cotter'S Sewer, Septi - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 129.70 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,185.68 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,403.16 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,215.54 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 868.50 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,597.56 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 24.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 35.95 | Lockwood Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 349.20 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 582.00 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 712.45 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 163.06 | Norco - 97 - Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 293.61 | North Coast Electric - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 25.00 | Nwaaae - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,048.52 | Nwestco - 002 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 432.50 | Pzg**Hispublications - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 262.50 | Pzg**Hispublications - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 170.00 | Pzg**Hispublications - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 190.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 87.28 | Rdo Equipment Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,520.47 | Redd''S Prints & Signs In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 39.99 | Shipton'S Big R East - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 119.98 | Shipton'S Big R West - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 223.50 | Sp Abt Water Store - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 108.99 | Spi*Directv Service - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 60.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 77.25 | Sq *Jb Industrial - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 9.19 | Stapls7654054678000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 701.52 | State Chemic*State Che - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 42.96 | Stellar Industrial Supply - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 58.00 | Sumup *Silver Threads - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 169.92 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 79.94 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 182.94 | The Ups Store 2594 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 2,500.00 | Transportation Security C - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 445.02 | Usda Aphis Act Hldr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 2,880.00 | Wilbur Ellis Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 1,521.75 | Yellowstone Electric Comp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Airport | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Amend Park | $ 79.98 | Ferguson Ent #1342 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Amend Park | $ 110.42 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 127.23 | 360 Office Solutions-Blgs - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 63.43 | Albertsons #1227 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 32.35 | Amazon Mktpl*3T4Dt77R3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 47.70 | Amazon Mktpl*7E1H15W73 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 38.97 | Amazon Mktpl*Eo5Q75C53 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 11.65 | Amazon Mktpl*Tg9X90Q33 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 17.09 | Amazon Mktpl*Xf5Fo9Ld3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 157.77 | Amazon Mktpl*Z261U2Sw3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 10.30 | Amazon Reta* I45Ev6Hw3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 48.00 | American Water Technol - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 459.00 | Billingsgazettethriftynck - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 616.36 | Delta Air 0062319324504 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 578.24 | Delta Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 722.80 | Delta Hotels - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 433.68 | Delta Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 722.80 | Delta Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 43.00 | Int'L Code Council Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 240.00 | Int'L Code Council Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 110.00 | Int'L Code Council Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 60.00 | National Inspection Testi - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 100.00 | Paypal *Bigskycount - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 64.00 | Pp*Zee Creative - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 94.30 | Sq *Off Main Deli And Bak - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Building | $ 13.76 | Wal-Mart #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 155.02 | Amazon Mark* S28Tk0Ss3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 20.18 | Amazon Mktpl*Gj59Q6Cq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 30.06 | Amazon Reta* R20541103 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 1.00 | Billingsgazettethriftynck - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 177.79 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 50.03 | Dd *Doordash Sarahsmex - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 93.89 | Econo Lodge Mt044 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 45.98 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 60.00 | Miles City Chamber Of Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 365.00 | Neighborworks Montana - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 365.00 | Neighborworks Montana - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 20.00 | Openai *Chatgpt Subscr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 268.00 | Pp*Zee Creative - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | CDBG | $ 18.50 | Tst* Tiny'S Tavern - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Central Services | $ 187.72 | 360 Office Solutions-Blgs - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Central Services | $ 164.97 | Amazon Mktpl*Sx6R497A3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Central Services | $ 71.00 | Amazon Reta* 2G3767Qq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Central Services | $ 142.00 | Amazon Reta* L32Tb98R3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Central Services | $ 71.00 | Amazon Reta* Mf3B81P43 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Central Services | $ 71.00 | Amazon Reta* X04Xb2Dh3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 6.46 | Albertsons #4041 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 109.90 | Albertsons #4041 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 17.09 | Amazon Mktpl*Bs6Ly29B3 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 23.98 | Amazon Mktpl*Er7Yo6Ug3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 759.36 | Delta Air 0062317403194 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 84.75 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 7.50 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 120.00 | Holiday Stations 0731 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 100.00 | Holiday Stations 0731 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 85.00 | Nemont - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 50.00 | Sams Club Renewal - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 60.61 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 46.44 | Straighttalk*Airtime - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 46.44 | Straighttalk*Airtime - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 80.00 | Target 00001719 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 20.46 | Target 00001719 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 110.00 | Target 00001719 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 252.00 | Wal-Mart #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 74.82 | Wal-Mart #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 141.89 | Wm Supercenter #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Court Grants | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 185.00 | 4Te*Alarm Monitoring Serv - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 13.99 | Albertsons #4025 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 106.68 | Amazon Mktpl*Nm5Eg79A3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 221.56 | Amazon.Com*Nc2Rz1X43 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 152.98 | Bestbuycom807051817410 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 138.07 | Billings Construction Sup - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 88.14 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 1,500.00 | Csu Civil Engineering - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 4,240.70 | Dlt Solutions- Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 239.88 | Linkedinpre *67445876 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 180.99 | Northwest Industrial Supp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 505.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 505.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 455.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 380.00 | Paypal *Msawwa - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 380.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 380.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 68.00 | Pp*Zee Creative - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 52.00 | Selbys - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 35.98 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 325.00 | Www.Apwa.Net - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 375.00 | Www.Apwa.Net - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Engineering | $ 25.34 | Yellowstone County Treas - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | EOC 911 | $ 9.99 | Amazon Mktpl*Jk6Vr0Zg3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | EOC 911 | $ 96.98 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | EOC 911 | $ 136.10 | Mid-Rivers Telephone Coo - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | EOC 911 | $ 15.76 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | EOC 911 | $ 71.42 | Universal Awards - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 763.20 | Air Controls-Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 294.40 | Amazon Mark* 261674U53 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 209.76 | Amazon Mark* 5F83H7Ub3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 25.99 | Amazon Mark* L978Z45I3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 8.86 | Amazon Mktpl*0A7Rz7Ca3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 176.84 | Amazon Mktpl*Ei7Yd9L73 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 49.71 | Amazon Reta* Gg4P00W73 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 174.73 | Ecolab Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 84.78 | Econo Print - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 33.10 | Edge Construction Supp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 42.99 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 3,458.86 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 31.49 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 30.52 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 26.57 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 35.96 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 110.00 | Midland Mechanical Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 682.50 | Reliable Automation Syste - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 411.00 | Reliable Automation Syste - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 124.95 | Shipton'S Big R Heights - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 66.50 | Spinfresh Laundry - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 64.75 | Spinfresh Laundry - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 33.25 | Spinfresh Laundry - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 26.25 | Spinfresh Laundry - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 50.75 | Spinfresh Laundry - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 17.50 | Spinfresh Laundry - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 43.75 | Spinfresh Laundry - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 160.00 | Sq *Skyline Services, Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 447.50 | Summit Fire And Security - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 443.00 | Summit Fire And Security - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 1,200.00 | Summit Fire And Security - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 20.87 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 89.88 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 140.00 | Tx Safety - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 143.50 | Tx Safety - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 7.10 | Usps Po 2907800103 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Facilities | $ 50.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fire Grants | $ 1,183.09 | Bound Tree Medical Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fire Grants | $ 3.63 | Bound Tree Medical Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fire Grants | $ 1,199.00 | General Pacific, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fire Grants | $ 1,030.00 | General Pacific, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fire Grants | $ 1,400.00 | General Pacific, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fire Grants | $ 3,186.91 | Life Assist Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fire Grants | $ 387.34 | Npc*New Pig Corp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fleet | $ 79.99 | Bestbuycom807051616149 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fleet | $ 746.15 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fleet | $ 85.70 | Sq *Genuine Marketing Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fleet | $ 96.86 | Stapls7655492840000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Fleet | $ 10.49 | Stapls7655492840000002 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 75.19 | Aces Brand Imaging - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 14.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 4.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 19.99 | Adobe Inc - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 33.53 | Albertsons #4025 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ (525.00) | Alliance For Hope Intern - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 69.18 | Amazon Mark* Ip2972Rz3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 59.98 | Amazon Mktpl*3265074A3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 52.99 | Amazon Mktpl*7T86N96K3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 80.76 | Amazon Mktpl*9K4Wt7Rr3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 79.99 | Amazon Mktpl*Aj94C8O83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 42.65 | Amazon Mktpl*Cp5061Zz3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 114.19 | Amazon Mktpl*Da3M09Jt3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 63.99 | Amazon Mktpl*Le1Tl62Z3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 174.98 | Amazon Mktpl*M18Yi7L83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 2.97 | Amazon Mktpl*O75Ar32X3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 532.34 | Amazon Mktpl*Oi3Yq3Vc3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 4.43 | Amazon Mktpl*Sx3Su5573 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 20.64 | Amazon Mktpl*U85Ko8J23 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 121.60 | Amazon Mktpl*Vi8Fb16U3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 429.00 | Amazon Mktpl*Wv5Ln4Y53 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 29.08 | Amazon Reta* 4F5Ee6So3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 16.49 | Amazon Reta* L32Tb98R3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 29.08 | Amazon Reta* Lj7Gs0Bl3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 106.50 | Amazon Reta* Y51Kp0F43 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 18.09 | Amazon.Com*Ab1Uz2H13 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 77.43 | Amazon.Com*Gl5Q38Oo3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 30.49 | Amazon.Com*Og73Y0543 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 75.00 | American Assoc Of Code - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 322.99 | Delta Air 0062324596701 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 2.50 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 39.63 | Domino'S 7003 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 79.46 | Domino'S 7003 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 91.46 | Domino'S 7003 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 350.00 | Eb *2025 Goscma Annual - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 152.60 | Econo Print - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 420.87 | Econo Print - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 2,418.00 | Felt Martin Pc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 206.00 | Fsp*State Bar Of Montana - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 840.00 | Government Finance Off - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 206.92 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 129.70 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 207.36 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 133.00 | Jakes Downtown - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 240.00 | Jakes Downtown - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 156.52 | Jimmy Johns - 1646 - E - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 136.85 | Jimmy Johns - 1646 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 48.23 | Last Chance Pub - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 315.00 | Montana Society Of Cer - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 41.50 | Northern Hotel - Berni - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 106.26 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 20.00 | Openai *Chatgpt Subscr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 250.00 | Paypal *Codeenforce - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 1,007.00 | Rei*Matthew Bender &Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 2.99 | Remarkable - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 22.32 | Rev.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 139.50 | Rev.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 315.86 | Stapls7654708756000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 40.89 | Stapls7655070998000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 141.46 | Stapls7655781599000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 13.98 | Stapls7655822949000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 12.58 | Stapls7910216506000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 9.58 | Target 00001719 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 2,070.33 | Thomson West*Tcd - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 0.70 | Track1099.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 34.25 | Tst*Stellas Kitchen & B - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 36.80 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 42.10 | Www.Pacer.Gov - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 249.00 | Ycduitaskforce.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 16.59 | Zoom.Com 888-799-9666 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 66.39 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | General | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 290.04 | Amazon Mktpl*0A7Rz7Ca3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 86.49 | Amazon Mktpl*1V8Ae4Ci3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 67.92 | Amazon Mktpl*597776I03 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 51.27 | Amazon Mktpl*Bs6Ly29B3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 216.60 | Amazon Mktpl*J70X34Dv3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 9.95 | Amazon Mktpl*M797F0Mi3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 29.90 | Amazon Mktpl*Y71Sa2Tp3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 18.99 | Amazon Mktpl*Z35Hy7Ou3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 35.86 | Amazon Reta* 7V4V97Uf3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 138.00 | Amazon Reta* Bt2Y36Wc3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 254.48 | Amazon Reta* I34Qp4133 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 26.89 | Amazon Reta* Ll9Mu0E53 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 144.00 | Codepen.Io/Charge - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 345.28 | Delta Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 289.12 | Delta Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 2,149.05 | Digicert - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 5.39 | Ebay O*25-12945-86738 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 727.00 | Homedepot.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 227.13 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 232.29 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | IT Resources | $ 20.00 | Openai *Chatgpt Subscr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 87.50 | 4Te*Alarm Monitoring Serv - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 239.88 | Adobe  *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 63.09 | Albertsons #4025 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 41.08 | Albertsons #4025 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 103.33 | Alsco Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 9.59 | Amazon Mark* 4F18N1Nv3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 16.14 | Amazon Mark* Dg2D98Y53 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 10.99 | Amazon Mark* Ho3T44Mk3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 173.94 | Amazon Mark* Kl44I4Wm3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 17.48 | Amazon Mark* Nb5Um2Mh3 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 62.06 | Amazon Mark* Ru7283283 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 377.71 | Amazon Mark* Xw17Y5W33 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 202.23 | Amazon Mark* Y68H311W3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 23.98 | Amazon Mktpl*230Q667Y3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 15.98 | Amazon Mktpl*8O6Qo1F93 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 150.36 | Amazon Mktpl*9P7B51Xo3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 34.24 | Amazon Mktpl*B81Vz8833 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 8.35 | Amazon Mktpl*Cf7Qz8Xb3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 11.51 | Amazon Mktpl*G61107793 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 22.70 | Amazon Mktpl*Km3Ky4Rp3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 22.62 | Amazon Mktpl*M06Se1N13 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 45.98 | Amazon Mktpl*Nq5J521Q3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 26.51 | Amazon Mktpl*Ps2I86373 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 17.10 | Amazon Mktpl*U49Kn3Sg3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 16.97 | Amazon Mktpl*Uj63X2L43 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 19.90 | Amazon Mktpl*X71Ca10V3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 249.72 | Amazon Reta* 1T4Tm8E33 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 14.95 | Amazon Reta* 1X7F12Xa3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 14.99 | Amazon Reta* 2J5Kj8593 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 61.44 | Amazon Reta* 539D39773 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 59.00 | Amazon Reta* 6Y36B2Ee3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 15.99 | Amazon Reta* Bz39E97S3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 6.10 | Amazon Reta* Fm8Kr7F83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 16.99 | Amazon Reta* Gc9Qc9Wf3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 13.99 | Amazon Reta* Je98N5J83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 49.99 | Amazon Reta* P73Ai7D13 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 14.95 | Amazon Reta* Pp4Rk6Xt3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 16.32 | Amazon Reta* Py1El8Ex3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 7.99 | Amazon Reta* Pz3R257E3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 13.99 | Amazon Reta* Qj0W638B3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 16.95 | Amazon Reta* R29Sy9Pj3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 15.50 | Amazon Reta* Te9Qq4Yn3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 106.00 | Art House Billings - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 91.47 | Asana.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 27.87 | Barnes & Noble #2765 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 100.99 | Barnes & Noble #2765 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 162.92 | Best Western Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 325.84 | Best Western Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 488.76 | Best Western Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 488.76 | Best Western Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 325.84 | Best Western Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 325.84 | Best Western Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 325.84 | Best Western Hotels - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 1,846.10 | Brodart Supplies - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 60.00 | Build-A-Bear 1247 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 50.00 | Candy Town Usa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 40.48 | Collaborative Summer Libr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 250.00 | Cvs/Pharmacy #08623 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 50.00 | Cvs/Pharmacy #08623 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 84.90 | Dbc*Blick Art Material - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 65.24 | Dci*Www.Coverstore.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 30.00 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 7.50 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 50.00 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 38.94 | Domino'S 7003 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 69.90 | Econo Print - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 46.97 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 39.98 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 8.99 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 74.99 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 3.36 | Facebk *Nhhecquqq2 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 59.00 | Gan*1094Grfalltribcirc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 34.00 | Gan*Usatodaycirc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 199.16 | Glowforge.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 120.00 | Google*Gsuite Explorel - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 30.60 | Grainger - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 147.20 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 302.84 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 615.68 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 75.10 | Hobby-Lobby #251 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 29.00 | Https://Scribe.How/B - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 178.73 | Jmac Supply - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 42.73 | Joann Stores #2315 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 6.98 | Joann Stores #2315 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 1,826.03 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 74.90 | Michaels #9490 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 44.95 | Michaels Stores 9916 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 60.00 | Montana Library Associ - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 2,700.00 | Northwest Pipe Fittings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 40.00 | Ntl Cntr For Safety - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 29.99 | Oculus *Jnqc9Kgt62 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 451.80 | Otc Brands *Otc Brands - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 23.48 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 11.91 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 72.40 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 343.00 | Simply Local Mag - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 2,100.00 | Sq *Stomping Grounds Book - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 208.00 | Sq *Stomping Grounds Book - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 36.00 | Stacked A Montana Grill - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 69.20 | Stapls7910349926000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 167.33 | Stapls7910351454000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 84.95 | Target 00001719 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 54.95 | Tjmaxx #0656 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 58.90 | Tlf*Gainans Floral And Gi - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 36.64 | Town & Country Food - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 40.78 | Usa Clean By Jon-Don - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 12.41 | Wal-Mart #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 36.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 51.98 | Wm Supercenter #1956 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 73.45 | Wm Supercenter #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Library | $ 13.96 | Wm Supercenter #4412 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 27.99 | Amazon.Com*Tp6Ot40R3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 32.99 | Billingsgazettethriftynck - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 99.99 | Bnp Media Sub-Enr Ar News - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 85.84 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 86.51 | Rockets Gourmet Wraps And - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 380.65 | Sq *Genuine Marketing Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 12.09 | Stapls7654150505000002 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 55.80 | Stapls7654364846000002 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 36.03 | Stapls7654549201000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ (36.03) | Stapls7654549201001001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 39.80 | Stapls7654608812000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ (7.99) | Stapls7654608812002001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 39.47 | Stapls7654981561000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ (24.30) | Stapls7654981561001001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 35.31 | Stapls7655136886000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 41.59 | Stapls7655779601000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 89.42 | Stapls7910355741000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 472.50 | Topz Sandwich Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | P.W. Admin | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 107.99 | (Pc) 0725 Ced - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 244.45 | A & I Distributors - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 223.99 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 12.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 66.20 | Adobe Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 20.15 | Albertsons #0038 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 49.37 | Albertsons #0038 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 41.56 | Albertsons #0038 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 30.03 | Albertsons #0038 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 17.98 | Albertsons #0047 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 12.99 | Albertsons #1227 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 16.36 | Albertsons #4025 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 13.49 | Albertsons #4025 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 184.95 | Als Bootery & Repair Shop - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 24.69 | Amazon Mark* 1B5Jg41U3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 131.24 | Amazon Mark* 3E8Eu7Uv3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 399.73 | Amazon Mark* 4U9Qf4H33 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 14.68 | Amazon Mark* A95028R03 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 163.74 | Amazon Mark* Ms9Gv9W23 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 37.99 | Amazon Mark* Nf9Ho6D53 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 11.57 | Amazon Mktpl*2V59D46C3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 38.19 | Amazon Mktpl*Bk19T93R3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 4.99 | Amazon Mktpl*Dj6Ww5Ct3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 71.96 | Amazon Mktpl*Kw3Ng9Qf3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 135.00 | Amazon Mktpl*M40220H73 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.58 | Amazon Mktpl*S18Zj8963 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.98 | Amazon Mktpl*U26Gv3Zz3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 211.40 | Amazon Mktpl*Ub8Vv4Mx3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 451.20 | Amazon Mktpl*Xz0G81383 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 61.85 | Amazon Reta* Jt0Ra98C3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 71.00 | Amazon.Com*1X2Qs7Zs3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 71.50 | Amazon.Com*4431Y6M33 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 46.99 | Amazon.Com*517Xi3At3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 54.77 | Amazon.Com*Dz4Wp7693 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 26.50 | Amazon.Com*Gc18R5Bt3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 60.59 | Amazon.Com*Jm7M341P3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 934.15 | American Red Cross - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 4.99 | Ampd Strong - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 14.99 | Ampd Strong - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 211.47 | Bargreen Ellingson - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.70 | Batteries+Bulbs #0253 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 530.00 | Big Sky Irrigation Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 143.12 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 168.12 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 92.95 | Billings Construction Sup - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 32.99 | Billings Hardware & Servi - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 309.01 | Bloedorn Lumber-Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 213.93 | Bloedorn Lumber-Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 47.54 | Bobcat Of Big Sky Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 150.00 | Bobcat Of Big Sky Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 105.00 | Bobcat Of Big Sky Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 130.95 | C B Operations Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 2.79 | Cenex- Zip Trip #46 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 36.99 | Cenex- Zip Trip #46 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 48.00 | Conoco - Bozeman 1 1080 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 68.75 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 350.00 | Cycorp Trailer Parts And - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 46.43 | Dandd Transport Refriger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 5.00 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 56.25 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 71.25 | Dollar Tree - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.90 | Dxp Enterprises - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 275.25 | Dxp Enterprises - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 30.89 | Eaton Bros - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 194.00 | Econo Glass Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 606.24 | Element Bozeman - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 606.24 | Element Bozeman - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 25.35 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 124.18 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 25.18 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 31.57 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 29.43 | Ferguson Ent #1342 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 70.00 | Fsp*National Commission F - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 549.00 | Galaxy Design Squad - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 83.33 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 93.00 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 599.00 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 119.95 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 17.99 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 151.94 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 522.14 | Headwater Companies Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 146.24 | Headwater Companies Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 12.48 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 26.00 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 114.96 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.98 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.12 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 14.02 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 52.97 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 47.98 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 37.69 | Hose & Rubber - Blg - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 280.00 | In *Beartooth Fire Protec - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 212.90 | Interstate Batteries Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 102.36 | Interstate Batteries Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 350.87 | Interstate Batteries Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 204.72 | Interstate Batteries Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 135.16 | Interstate Batteries Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 54.52 | Interstate Batteries Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 113.12 | Issa Intl Sports Scien - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 223.67 | Jimmy Johns - 1646 - E - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 174.77 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 55.63 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 22.74 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 11.69 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 17.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 11.69 | Kings Ace Hdwe - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 174.04 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 81.93 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 24.82 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 6.26 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 4.59 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 26.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 161.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 42.93 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 123.42 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 252.16 | Knife River 2801 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 23.68 | Lamination Depot Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 40.64 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 79.98 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 45.00 | Ls Bighorn Boots And - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 179.00 | Ls Bighorn Boots And - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 341.00 | Mead Lumber Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 655.00 | Medallion Vault & Casket - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 149.97 | Mens Wearhouse #1801 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 60.94 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 145.72 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 569.86 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 125.88 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 418.72 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 12.80 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 122.91 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 69.58 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 240.71 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 37.90 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 35.28 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 184.68 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 172.58 | Napa Store 3547007 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 17.22 | North Coast Electric - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 105.42 | North Coast Electric - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ (4.00) | Northwest Pipe Fittings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 20.99 | Office Depot #1080 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 97.83 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 41.38 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 66.67 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 102.00 | Paypal *Anandharaja - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 72.00 | Pepsicola Bottling Compan - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 176.19 | Platt Electric 148 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 150.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 168.00 | Quickscores - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,225.00 | Rain Bird Online Store - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,400.00 | Rain Bird Online Store - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.20 | Ratco Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 1,219.92 | Ratco Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 729.95 | Rawlings.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 857.00 | Roto-Rooter Billings - Ro - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.98 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.98 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 61.89 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 44.94 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 134.60 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 21.96 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 30.96 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.88 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 373.94 | Scheels All Sports Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 99.98 | Scheels Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 31.50 | Selbys - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 15.99 | Shamrock Fsw590 Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 277.17 | Sherwin-Williams703203 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 277.17 | Sherwin-Williams703203 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 521.81 | Sherwin-Williams703429 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 60.66 | Shipton'S Big R East - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 22.97 | Shipton'S Big R Heights - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 38.97 | Shipton'S Big R Service - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 13.99 | Shipton'S Big R West - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 85.98 | Shipton'S Big R West - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.99 | Shipton'S Big R West - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 167.92 | Shipton'S Big R West - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 199.96 | Shipton'S Big R West - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 99.92 | Snappyduds - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 18.00 | Snappyduds - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 106.36 | Sp Bartlettman - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 79.99 | Spectrum - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.99 | Spotify Usa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 270.00 | Sq *Tvetene Turf, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 3.09 | Stack Sports - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 3.09 | Stack Sports - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 30.75 | Superior Water Solutions - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 81.71 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 106.82 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 40.83 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 19.50 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 17.07 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 9.98 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 182.32 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 8.38 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 32.71 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.34 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 261.62 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 43.43 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 163.84 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 43.76 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.77 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 37.79 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 35.79 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 27.96 | Target 00001719 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 9.99 | Target 00013334 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 21.95 | Target 00013334 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 34.95 | Target 00013334 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 27.37 | Target 00013334 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 50.00 | Textmagic.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 27.97 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 26.91 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 102.68 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 56.26 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 100.00 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 200.00 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 175.80 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 68.42 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 65.86 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 88.84 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 98.10 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 27.00 | Tire Rama 101 Bc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 282.94 | Tire Rama 105 It - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 25.98 | Vistaprint - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 21.68 | Wal-Mart #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 80.00 | Wal-Mart #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 51.72 | Wal-Mart #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 59.94 | Wal-Mart #4412 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 193.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 74.94 | Wm Supercenter #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 30.24 | Wm Supercenter #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 27.00 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 482.00 | Zeecreative - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 72.39 | Zumba Fitness - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Dist 1 | $ 35.00 | Zumbini - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Prgrms | $ 627.00 | International Bronze Plaq - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Park Prgrms | $ 418.00 | International Bronze Plaq - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 300.00 | Air Controls-Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 39.98 | Amazon Mktpl*Rn6B02Tk3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 18.99 | Amazon Mktpl*Yy3Ua7U63 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 312.71 | Amazon Mktpl*Yy3Ua7U63 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 170.00 | Amazon Reta* Js4Cc9Ii3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 213.60 | Amazon.Com*6X3Gb1Uq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 37.80 | Amazon.Com*G92Fo3Pf3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 92.78 | Amazon.Com*G92Fo3Pf3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 27.98 | Amazon.Com*Na2Yh7Ux3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 69.95 | Billings Army Navy Surpl - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 93.14 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 219.99 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 15.99 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 302.00 | Cotter S Sewer Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 401.00 | Cotter S Sewer Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 302.00 | Cotter S Sewer Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 40.00 | Creative Monograms Smb - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 72.00 | Creative Monograms Smb - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 51.00 | Creative Monograms Smb - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 1,048.65 | Econo Print - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 145.79 | Fedex34949407 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 8.70 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 7.92 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 14.96 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 32.86 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 38.59 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 38.59 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 77.18 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 36.62 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 17.98 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 41.98 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 4.98 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 2.19 | Hobby-Lobby #251 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 2.19 | Hobby-Lobby #251 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 2.20 | Hobby-Lobby #251 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 50.00 | In *Independent Lock And - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 367.84 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 367.74 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 367.74 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 88.69 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 6.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 14.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 16.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 37.88 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 34.99 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 6.99 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 19.99 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 59.98 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 12.98 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 44.09 | Sherwin-Williams701710 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 70.98 | Sherwin-Williams703429 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ (18.90) | Sherwin-Williams703429 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 25.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 25.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 25.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 7.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 7.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 7.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 10.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 10.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 10.00 | Spic And Span - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 1,275.00 | Sq *Skyline Services, Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 145.00 | Sq *Skyline Services, Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 145.00 | Sq *Skyline Services, Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 145.00 | Sq *Skyline Services, Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 35.00 | Sq *Skyline Services, Inc - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 2.28 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 38.96 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 55.51 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 11.88 | Wal-Mart #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 31.96 | Wal-Mart #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 15.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 8.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 26.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 18.75 | Yellowstone Ice And Wate - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parking | $ 100.00 | Zeecreative - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 10.57 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 388.29 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 115.91 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 380.74 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 24.70 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 175.00 | Rain Bird Online Store - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 175.00 | Rain Bird Online Store - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 350.00 | Rain Bird Online Store - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 484.47 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 55.05 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 51.88 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 27.47 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Parks Maint | $ 27.82 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 22.75 | Allianz Travel Ins - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 112.46 | Allianz Travel Ins - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 45.05 | Allianz Travel Ins - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 16.15 | Budget Rent A Car - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 208.18 | Delta Air 0062316025260 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 819.18 | Delta Air 0062316526700 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 1,022.36 | Delta Air 0062316995304 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 1,022.36 | Delta Air 0062316995305 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 1,583.91 | Lceo Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 2,499.00 | Matterhackers, Inc. - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | PD Program | $ 2,626.25 | Truckvault - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Phone System | $ 18.96 | Amazon Mktpl*597776I03 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Phone System | $ 23.22 | Graybar Electric Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 255.99 | Amazon Mktpl*1A8K99Pq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 59.13 | Amazon Mktpl*Im4Yk08A3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 295.00 | Apa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 395.00 | Apa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 395.00 | Apa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 380.00 | Associatio* Ite Career - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 38.49 | Chicago Books & Journals - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 20.48 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 59.35 | Domino'S 7003 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 47.50 | Jimmy Johns - 1646 - E - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 65.00 | Montana Association Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 650.00 | National Academy Sciences - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 541.79 | United 0162470532283 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 20.64 | Wm Supercenter #2923 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Planning | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 45.00 | 00809 - Apcoa Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 458.80 | 360 Office Solutions-Blgs - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 289.98 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 30.00 | Adventure Scuba Mt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 952.88 | Aed Superstore - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 876.80 | Airbnb * Hm2Ytxjx4H - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 828.90 | Airbnb * Hm4Yrchenx - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 584.94 | Airbnb * Hmppkkd552 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,725.45 | Airbnb * Hmzk5442Eq - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 9.98 | Albertsons #0047 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.98 | Albertsons #1227 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.98 | Albertsons #1227 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 319.95 | Als Bootery & Repair Shop - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 31.77 | Amazon Mark* 1C7Za12K3 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 69.32 | Amazon Mark* 4S86E29R3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 44.89 | Amazon Mark* 8J7Xp04V3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 269.32 | Amazon Mark* Is3Ha2Gp3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 9.99 | Amazon Mktpl*395C432J3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,046.67 | Amazon Mktpl*632Or28R3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 345.51 | Amazon Mktpl*7E2Xe70J3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.94 | Amazon Mktpl*9K4Wt7Rr3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 5.84 | Amazon Mktpl*Bt3Fb6Dm3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 22.95 | Amazon Mktpl*Bt3Fb6Dm3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 161.92 | Amazon Mktpl*Dh3K84Zi3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 33.28 | Amazon Mktpl*Ej11E3Vx3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 34.96 | Amazon Mktpl*Fq6A40Ql3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 41.27 | Amazon Mktpl*Lu5Lt3Se3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 12.99 | Amazon Mktpl*M797F0Mi3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 409.19 | Amazon Mktpl*Mh40S5Eq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 21.99 | Amazon Mktpl*Ps0Y02Ek3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 154.59 | Amazon Mktpl*Qk8Qk9Sx3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 409.99 | Amazon Mktpl*Rx6Tw2I83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 0.99 | Amazon Mktpl*Sx3Su5573 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 69.59 | Amazon Mktpl*T55S27853 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 175.63 | Amazon Mktpl*Tv1Rm40I3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 19.99 | Amazon Mktpl*Vk4Y03733 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 199.94 | Amazon Mktpl*Z34Q12863 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 20.98 | Amazon Reta* 1B19L1273 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 349.99 | Amazon Reta* E50Kd2Qe3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 52.65 | Amazon Reta* Eq20M7Th3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 59.98 | Amazon Reta* Sn3By0Zl3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,194.96 | Amazon Reta* Wb3371Gm3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 88.35 | Amazon.Com*8A2436Yj3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 78.00 | American Water Technol - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 2,625.31 | Arrowhead Forensics - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 722.44 | Balco Uniform Co Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 178.05 | Bass Pro Billings432 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 37.99 | Bass Pro Billings432 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 51.00 | Batteries+Bulbs #0253 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 41.75 | Bfah.Net - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 59.50 | Big Sky Communications 1 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 231.31 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 5.98 | Billings Hardware & Servi - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 161.00 | Billings Ink And Toner, I - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 35.99 | Billingsgazettethriftynck - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 159.75 | Bts*Ironmountain - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 30.10 | Cascade Fire Equipment - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 139.15 | Chipotle Online - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 140.00 | Cmi Inc Moto - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 20.30 | Cmi Inc Moto - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 28.51 | Conoco - Helena 5 1258 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 274.00 | Copy Right - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 35.34 | Corporate Translation Ser - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 412.98 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 79.60 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 16.99 | Costco Whse #1644 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 85.00 | Creative Monograms Smb - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 35.00 | Delta Air  Baggage Fee - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 35.00 | Delta Air  Baggage Fee - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 425.00 | Eb *2025 Nwgia Gang Tr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 401.51 | Econo Print - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 253.35 | Econo Print - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 123.14 | Efx*Infoservices - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 19.98 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 12.99 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.70 | Exxon Casey'S Corner S - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 36.63 | Exxon Cc 204 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 25.89 | Exxon Common Cents #21 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 33.20 | Exxon East Helena #1 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 65.68 | Exxon East Helena #1 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 55.00 | Fdnypro.Org - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.00 | Fsp*Billings Clinic Commu - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.00 | Fsp*Billings Clinic Commu - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.00 | Fsp*Billings Clinic Commu - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 287.99 | Galls - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,399.00 | Gih*Globalindustrialeq - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 139.95 | Grammarly Co*5C89Ois - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 2,578.40 | Grand Lumber - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 2,700.00 | Hanser Wrecker Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 199.67 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 40.95 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,376.10 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 151.60 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 314.20 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 27.90 | Harlan Valero - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 50.97 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 121.95 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 12.99 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 32.97 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 268.60 | Hertz Car Rental - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 5.58 | Holiday Stations 0385 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 698.80 | Homedepot.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 278.98 | Homedepot.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 2,130.59 | Htl*Westgatelasveg - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 967.00 | I/O Solutions, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 123.00 | Iaai - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 270.00 | Iacp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 3,700.00 | In *Action Pest Control - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 135.00 | In *Billings Clinic - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 280.00 | In *Esstac - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 50.75 | In *Frosty Solutions, Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 83.90 | In *Frosty Solutions, Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 690.50 | In *Hamilton Mechanical - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 300.00 | In *Hamilton Mechanical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 362.50 | In *Hamilton Mechanical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 2,058.00 | In *Ryan Comyn - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 110.00 | In *Sam Brown Shields, In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 414.06 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 565.66 | Insight Public Sector - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 195.88 | Intermountain Cust Svc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 305.00 | Int'L Code Council Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 421.15 | Iron Mountain - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 550.00 | Isfsi.Org - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 152.25 | Jakes Downtown - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 110.95 | Jersey Mikes Online Uc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 67.40 | Jersey Mikes Online Uc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 66.00 | Jimmy Johns - 1646 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 82.68 | Joann Stores #2315 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 252.01 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 14.97 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 74.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 209.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 614.79 | Life Assist Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 4,577.23 | Life Assist Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 292.25 | Life Assist Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 292.25 | Life Assist Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 14.99 | Lockwood Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 21.98 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 315.40 | Mallory Safety And Supply - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,188.04 | Marriott Orlando World - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,188.04 | Marriott Orlando World - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 23.92 | Maverik #296 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,544.11 | Midland Mechanical Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 270.00 | Minuteman Press Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,055.00 | Montanasher - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,055.00 | Montanasher - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 199.00 | Moore Lane Vh - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 480.72 | Moore Lane Vh - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,644.12 | Motorola Solutions Onlin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 30.00 | National Academies Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 80.00 | National Academies Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 40.00 | National Academies Of - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 230.00 | Natl Inst Cert Engr Tech - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 207.80 | Nemont - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 226.67 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 102.21 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 20.00 | Openai *Chatgpt Subscr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 102.43 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,098.00 | Pepperball - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 48.00 | Pp*Zee Creative - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 266.74 | Priceln*Vacation Pkg - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 200.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,667.88 | Renaissance Hotels Nas - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 179.00 | Rescue Essentials - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 179.00 | Rescue Essentials - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 179.00 | Rescue Essentials - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 127.52 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 7.44 | Samsclub.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 625.00 | Scheels Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 260.00 | Scheels Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 4,065.00 | Sign Pro - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 375.00 | Sonetics Corporation - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 270.00 | Sp Drink Lmnt Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 726.30 | Sp Firehosedirect Frq - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 112.99 | Sp Gap Science - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,610.00 | Sp Hcc Tactical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 130.43 | Sp Linemaster - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 130.43 | Sp Linemaster - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 308.84 | Spectrum - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 2,100.00 | Sq *Mountain States Tacti - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 793.00 | Sq *National Tactical Off - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 422.98 | Sq *Stonewater Training L - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 36.38 | Stapls7653962161000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 6.78 | Stapls7654164045000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 28.66 | Stapls7654755366000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 59.69 | Stapls7654911679000002 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 99.99 | Stapls7655870167000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,534.02 | State Chemic*State Che - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 62.92 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 5.98 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 99.96 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 155.88 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 17.94 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 11.98 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 50.00 | The International Soci - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 50.00 | The International Soci - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 15.98 | The Mail Drop - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 32.66 | The Mail Drop - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 16.33 | The Mail Drop - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 29.16 | The Ups Store 2594 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 255.25 | The Ups Store 2594 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 306.20 | Tlo Transunion - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 47.58 | Tooldiscounter.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 399.60 | Topz Sandwich Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 97.00 | Trace Analytics Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 97.00 | Trace Analytics Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 29.99 | Tractor-Supply-Co #0303 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 313.08 | Tractor-Supply-Co #0303 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 80.00 | Triangle Communications - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 43.08 | Tst* City Brew Coffee - C - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 218.98 | Uline *Ship Supplies - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 1,449.69 | Uline *Ship Supplies - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 381.32 | United 0162477658767 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 381.32 | United 0162477658768 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 10.68 | Ups*Billing Center - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 81.31 | Ups*Billing Center - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 28.24 | Ups*Billing Center - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 47.76 | Ups*Billing Center - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 36.15 | Usps Po 2907800103 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 399.20 | Varidesk* 1800 207 2587 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 431.22 | Wasabi Technologies - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 60.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 12.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 111.00 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 97.00 | Www.Volgistics.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 741.42 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 272.51 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 220.56 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 258.30 | Zoll Medical Corp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 893.80 | Zoll Medical Corp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 535.00 | Zoll Medical Corp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Public Safety | $ 169.06 | Zps Store - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Radio | $ 30.27 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 113.28 | Amazon Mark* 064Le58T3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 112.60 | Amazon Mark* 6O5Hi1143 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 4.99 | Amazon Mark* Vo6Sv7B23 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 27.98 | Amazon Mark* X88De7J73 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 9.99 | Amazon Reta* 5N0787H13 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 111.86 | Autozone #3772 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 2,047.45 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 4,240.85 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 10.05 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 6.50 | City Of Billings Parking - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 2.50 | Co Billings Park2 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 375.00 | Creative Monograms Smb - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 1,787.50 | Fastenal Company 01Mtbll - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 827.11 | Fastenal Company 01Mtbll - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 2,137.87 | Fastenal Company 01Mtbll - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 88.72 | Fastenal Company 01Mtbll - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 86.55 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 21.75 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 179.90 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 147.90 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 63.56 | Hose & Rubber - Blg - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 350.00 | In *Compliance Assurance - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 275.00 | In *Compliance Assurance - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 69.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 134.97 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 223.95 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 19.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 21.79 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 19.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 69.98 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 152.67 | Motor Power Equipment Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 281.56 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 31.76 | Norco - 97 - Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 345.80 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 65.75 | Paypal *Genuinemark - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 87.75 | Paypal *Genuinemark - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 79.99 | Stapls7654880095000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 14.93 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 131.22 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Solid Waste | $ 91.92 | Wal-Mart #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Stillwater Const | $ 2,048.93 | B&H Photo 800-606-6969 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Stillwater Const | $ 209.93 | B&H Photo 800-606-6969 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Stillwater Const | $ 102.04 | Montana Doorways Plus Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 23.75 | Albertsons #0047 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 15.65 | Amazon Mktpl*Lp1Nu5Xz3 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 83.99 | Amazon Mktpl*Lp1Nu5Xz3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 617.00 | Amazon Mktpl*Lp1Nu5Xz3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 195.90 | Amazon Reta* Dw5Ly1Sw3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 20.00 | Batteries+Bulbs #0253 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 105.00 | Bobcat Of Big Sky Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 552.31 | Fastenal Company 01Mtbll - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 4,598.49 | Fp *Altitude Signal, Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 169.99 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 37.96 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 25.98 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 171.13 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 55.46 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 61.05 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 299.25 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 59.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 9.95 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 597.00 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 84.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 268.78 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 66.92 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 11.36 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 97.42 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 7.35 | Mountain Supply Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 330.00 | Nutrien Ag Solution 2747 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 220.00 | Nutrien Ag Solution 2747 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 150.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 150.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 150.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 150.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 150.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 240.22 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 93.06 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 328.56 | Sp Created By Nature - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 50.00 | Sq *Tvetene Turf, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 155.40 | Stapls7655765889000002 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 275.88 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 35.92 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 151.26 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 2,699.98 | Trafficsafetystore.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 1,398.42 | Trafficsafetystore.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 54.99 | Western Ranch Supply - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Street/Traffic | $ 255.26 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,563.85 | 4Imprint, Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 222.00 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 132.97 | Aaim - Services - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,136.40 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 498.28 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 193.76 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 996.56 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 44.10 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 559.80 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 367.13 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 542.38 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 839.70 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,122.48 | Abc Florida Parts Call Ct - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 59.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 12.99 | Adobe *Adobe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 124.00 | Alaska Air 0277284887615 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 124.00 | Alaska Air 0277284887615 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 16.99 | Amazon Mark* Ph32U6Ep3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 15.29 | Amazon Mark* Sl2W26Ko3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 38.61 | Amazon Mktpl*1S1Zv0Sd3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 137.64 | Amazon Mktpl*275Xy9Ds3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 20.79 | Amazon Mktpl*2U1Zk6Sp3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 33.30 | Amazon Mktpl*3G8Oq7Y83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 19.79 | Amazon Mktpl*Ab2U30Yg3 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 17.85 | Amazon Mktpl*Ar1Vj5Ky3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 102.00 | Amazon Mktpl*Bf7822Oh3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 104.98 | Amazon Mktpl*Bf7822Oh3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 19.79 | Amazon Mktpl*C82797By3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 49.95 | Amazon Mktpl*D46B84Rq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 125.10 | Amazon Mktpl*Di5Gn9E43 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 520.66 | Amazon Mktpl*E83Gp3B33 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 15.99 | Amazon Mktpl*Go2On0F33 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 39.14 | Amazon Mktpl*J48Ax5Om3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 89.04 | Amazon Mktpl*J70X34Dv3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 11.95 | Amazon Mktpl*Jy9Kq1Ny3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 16.99 | Amazon Mktpl*Kv5Ph8073 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 46.47 | Amazon Mktpl*Kx10W6Hq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 199.98 | Amazon Mktpl*Np8K91B73 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 33.64 | Amazon Mktpl*Op0964T83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 65.83 | Amazon Mktpl*V79Hl1Yb3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 20.79 | Amazon Mktpl*Wg6Vk1Nh3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 277.19 | Amazon Mktpl*Xe2Y95Y83 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ (277.19) | Amazon Mktplace Pmts - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ (14.99) | Amazon Mktplace Pmts - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ (9.99) | Amazon Mktplace Pmts - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 24.91 | Amazon Reta* 1N37290O3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 245.99 | Amazon Reta* Kq51N1C03 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 16.89 | Amazon Reta* Vz6B68343 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 5.84 | Amazon.Com*Et2Ry62L3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 55.94 | Awg 3575 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 24.99 | Best Buy 00005926 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 375.00 | Community Transportation - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 375.00 | Community Transportation - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 525.00 | Community Transportation - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 77.00 | Creative Monograms Smb - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,890.00 | Creative Monograms Smb - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 182.19 | Delta Air 0062317899060 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 91.09 | Delta Air 0067284887094 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 91.10 | Delta Air 0067284887094 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 725.00 | Ds Discount Furniture Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 465.00 | Dynalene Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 340.28 | Dynalene Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ (559.92) | Ebay O*13-12825-10580 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 795.04 | Ebay O*13-12882-56056 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ (795.04) | Ebay O*13-12882-56056 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 64.05 | Econo Print - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 46.95 | Evergreen Ace Hardware - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 3.54 | Expedia 73069427997231 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 3.53 | Expedia 73069427997231 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 245.57 | Fedex Offic22600022665 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 48.06 | Gateway Fees - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 385.50 | Gdp*Access-Arize - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 22.30 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 41.98 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,290.03 | In *70 E Solutions, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 964.00 | In *Beartooth Fire Protec - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 307.00 | In *Cotter'S Sewer, Septi - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 26.59 | Jares Fence Company Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 43.17 | Jares Fence Company Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 15.39 | Jares Fence Company Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 241.10 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 766.28 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,214.79 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 323.72 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 45.12 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 910.63 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 3,483.28 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 649.24 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 283.05 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 226.92 | Kb Commercial Products - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 109.35 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 448.57 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 448.57 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 28.18 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 172.62 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 514.20 | Kb Commercial Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 15.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 29.31 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 24.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 11.58 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 13.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 14.89 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 24.96 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 7.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 7.19 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 28.21 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 22.49 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 53.10 | Lawson Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 33.44 | Lawson Products - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 19.92 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 382.23 | Marketing Specialties In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 228.00 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 161.78 | Midland Implement Co - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 770.00 | Montana Tire & Alignment - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 69.99 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 13.72 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 263.10 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 18.12 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 6.95 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 24.00 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 63.50 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 26.67 | Napa Store 3547001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 40.98 | Office Depot #450 - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 9.99 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 345.00 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 235.69 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 302.68 | Paypal *Siig Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,230.00 | Py *Mosaic Threads, Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 17.43 | Safety Vision - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 32.58 | Safety Vision - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 59.98 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 14.98 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 20.98 | Sams Club#4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 27.66 | Sams Club#4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 102.97 | Shamrock Fsw590 Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 57.72 | Sherwin-Williams703203 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 508.30 | Sherwin-Williams703203 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 1,500.00 | Soi Nexiq - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 143.98 | Sp All Security 1776 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 26.67 | Sp All Security 1776 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 6,080.01 | Sp Wiha Tools - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 246.15 | Sq *Taylor Electric Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 227.74 | Stapls7654887424000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 69.99 | Stapls7655424968000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 253.80 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 401.36 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 460.00 | Total Rental Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 889.92 | Town And Country - Lod - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 162.99 | Town And Country - Lod - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 163.00 | Town And Country - Lod - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 200.00 | Tri State Oil Recla... - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 5,307.10 | Underriner Motors - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 228.53 | United 0162472368725 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 101.88 | Wal-Mart #1956 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 13.88 | Walmart.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 14.72 | Walmart.Com - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 52.16 | Walmart.Com 8009256278 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 141.43 | Walmart.Com 8009256278 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 8.25 | West End Lock And Securit - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 86.99 | Wf *Wayfair4314508237 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Transit | $ 16.59 | Zoom.Com 888-799-9666 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 29.99 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 15.00 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 176.20 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 491.69 | Amazon Mktpl*0079F5Vd3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 52.20 | Amazon Mktpl*0S5Fe6Zh3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 19.99 | Amazon Mktpl*8I42E7L23 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 123.66 | Amazon Mktpl*Es2Dg7Tw3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 41.58 | Amazon Mktpl*Zu8Fs0213 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 1,125.28 | Arco Engineering Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 279.00 | Automationdirect.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 166.00 | Automationdirect.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 716.18 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 118.36 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 1,598.15 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 260.55 | Buildersfirstsource64021 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 575.04 | C B Operations Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 30.00 | City Of Billiings Buildin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 241.32 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 124.32 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 226.93 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 226.93 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 241.32 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 124.32 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 62.08 | Edge Construction Supp - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 234.00 | Energy Laboratories Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 790.43 | Fibercablesdirect.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 561.00 | Hach Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 402.80 | Hach Company - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 237.17 | Hach Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 746.90 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 55.81 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 17.79 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 16.46 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 14.99 | Heights Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 241.96 | Hose & Rubber - Blg - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 7.65 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 0.12 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 7.50 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 16.49 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 3.59 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 31.48 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 3.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 196.00 | Knox Company Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 544.69 | Lanshack.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 28.48 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 23.52 | Monoprice, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 17.49 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 2.43 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 136.00 | Paypal *Californiar - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 455.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 455.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ (15.00) | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 270.00 | Paypal *Msawwa - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 127.50 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 315.00 | Paypal *Region8Pret - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 562.50 | Provantage - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 2,044.24 | Provantage - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 100.00 | Pzg**Mt Dept Environ Q - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 75.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 75.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 75.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 70.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 70.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 1,171.47 | Rsd - Billings#57 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 2,040.00 | Safetech - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 182.64 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 29.96 | Shipton'S Big R East - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 4.99 | Shipton'S Big R East - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 17.99 | Shipton'S Big R Service - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 23.62 | Sp Ziptie.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 175.00 | Sq *Genuine Marketing Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 877.55 | Sq *Genuine Marketing Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 39.06 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 72.36 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 354.00 | That'S Great News - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 9.02 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 24.98 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 202.82 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 170.28 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 2,324.30 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 419.47 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 205.50 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 479.92 | Tractor-Supply-Co #0303 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 223.52 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 27.00 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 269.42 | Yellowstone Valley Elect - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 281.20 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Wastewater | $ 1,318.02 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 30.00 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 374.93 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 15.00 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 176.19 | A And H Turf And Specialt - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 243.00 | Accustandard Inc, - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 122.76 | Alsco Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 97.13 | Amazon Mktpl*0I0Ss7Df3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 52.20 | Amazon Mktpl*0S5Fe6Zh3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 116.86 | Amazon Mktpl*392U749F3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 17.49 | Amazon Mktpl*4K90E1Ux3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 34.17 | Amazon Mktpl*Af7Fy30Y3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 9.99 | Amazon Mktpl*Ak6Ml3Eq3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 56.99 | Amazon Mktpl*Bu7Hp5C23 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 24.50 | Amazon Mktpl*Cn9Iz01U3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 14.39 | Amazon Mktpl*N28Yr1N72 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 9.99 | Amazon Mktpl*Q402Z9Ax3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 14.97 | Amazon Mktpl*Ym1Bg3Rp3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 41.58 | Amazon Mktpl*Zu8Fs0213 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 19.64 | Amazon Reta* B38Nh67L3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 237.86 | Amazon Reta* Dx0S29Is3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 122.12 | Amazon Reta* Go4902Of3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 79.90 | Amazon Reta* Jy1Oo3Sw3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 19.99 | Amazon.Com*0A7Cx96H3 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 716.24 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 564.20 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 118.38 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 1,400.99 | Big Sky Linen And Unif - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 44.00 | Billings Nursery And Land - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 956.27 | Cdw Govt #Ad5X72A - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 482.64 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 241.32 | City Of Billings - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 372.96 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 47.11 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 47.11 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 482.64 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 241.32 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 372.96 | City Of Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 313.44 | Continental Battery - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 33.00 | Dxp Enterprises - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 3,521.62 | Era - A Waters Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 27.55 | Etrailer Corporation - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 790.43 | Fibercablesdirect.Com - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 4,999.00 | Frontier Fence - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 230.88 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 43.89 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 218.52 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 291.36 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 111.24 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 84.24 | Grainger - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 263.74 | Hach Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 336.10 | Hach Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 1,885.00 | Hach Company - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 167.41 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 53.37 | Hanson Chemical - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 397.79 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 116.86 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 256.85 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 16.46 | Harbor Freight Tools 207 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 56.21 | Hose & Rubber - Ar - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 12.21 | Hose & Rubber - Blg - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 7.64 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 3.58 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 22.49 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 31.45 | Kings Ace Hdwe - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 392.44 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 117.46 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 26.97 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 3.56 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 0.38 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 22.49 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 49.47 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 3.59 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 41.97 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 4.00 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 103.44 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 5.98 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 31.99 | Kings Ace Hdwe - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 479.80 | Leatherman Tool Group, In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 13.82 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 59.96 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 28.48 | Lowes #00319* - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 63.36 | Mcmaster-Carr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 121.05 | Mcmaster-Carr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 43.20 | Mcmaster-Carr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 5.47 | Mcmaster-Carr - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 23.52 | Monoprice, Inc. - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 2,775.40 | Northwest Scientific Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 52.46 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 98.91 | Office Depot #450 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 229.00 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 175.00 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 625.53 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 2.44 | Pacific Steel Branch #02 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 136.00 | Paypal *Californiar - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 455.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 205.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 255.00 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 127.50 | Paypal *Msawwa - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 3,650.00 | Primary Flow Signal - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 562.50 | Provantage - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 2,044.24 | Provantage - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 70.00 | Pzg**Mt Dept Environ Q - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 75.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 75.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 75.00 | Pzg**Mt Dli Ebiz - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 11.28 | Ratco Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 20.90 | Ratco Llc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 2,529.00 | Sabre Comm - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 62.86 | Sams Club #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 182.64 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 154.24 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 28.64 | Samsclub #4805 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 204.38 | Sherwin-Williams703203 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 5.00 | Shipton'S Big R East - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 17.99 | Shipton'S Big R Service - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 26.46 | Six Robblees Billings - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 84.77 | Six Robblees Billings - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 79.00 | Sp Linovision - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 1.25 | Spencer Fluid Power Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 16.00 | Spencer Fluid Power Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 364.80 | Stapls7654084606000001 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 20.18 | Stapls7654084606000002 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 67.49 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 41.54 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 10.24 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 63.49 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 10.64 | Tacoma Screw Products Inc - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 521.88 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 27.08 | The Home Depot #3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 170.28 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 94.18 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 399.00 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 259.76 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 89.96 | The Home Depot 3101 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 1,157.60 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 38.67 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 154.79 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 481.81 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 1,162.15 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 57.40 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 83.00 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 46.34 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 44.00 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 182.54 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 352.54 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 224.52 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 74.84 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 61.78 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 149.68 | Thomas Scientific Holdin - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 122.37 | Thomas Scientific Holdin - PCard |

| Check Date | Check | Name | Fund Name | Amount | Item Desc |
|---|---|---|---|---|---|
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 29.98 | Tractor-Supply-Co #0303 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 9.68 | Usps Po 2907740107 - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 1,346.00 | Veolia Wts Analytical In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 53.08 | Veolia Wts Analytical In - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 659.50 | Www.Isa.Org - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 25.34 | Yellowstone County Treas - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 35.88 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 1,339.21 | Yellowstone Valley Elect - PCard |
| 05/05/2025 | ACH | U.S. Bank PCards | Water | $ 327.32 | Zoro Tools Inc - PCard |
| 05/05/2025 | 880100 | Wilbur Ellis | Park Dist 1 | $ 24,600.00 | fertilizer for parks - 17106461 |
| 05/05/2025 | 880104 | YVAS | Public Safety | $ 28,038.75 | contract 4-2025 |
| 05/05/2025 | 880105 | Yellowstone Valley Elec | Solid Waste | $ 1,031.61 | Electricity service at Landfill Compost site. 3/1/25 - 4/1/25. |
| 05/05/2025 | 880105 | Yellowstone Valley Elec | Solid Waste | $ 1,347.28 | Electricity service at Landfill Flare 03/01/25 - 04/01/25. |
| 05/05/2025 | 880105 | Yellowstone Valley Elec | Solid Waste | $ 3,694.99 | Electricity service at Landfill. 03/01/25 - 04/01/25. |

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | EBURD Tax Increment Assistance - 202 North 18th Street - Food Truck Stop |
| **Presented by:** | Wyeth Friday |
| **Department:** | Planning & Community Services |
| **Presentation:** | Yes |
| **Legal Review:** | No |
| **Project Number:** | NA |

## RECOMMENDATION

The Billings Industrial Revitalization District (BIRD) Board of Directors recommends the City Council approve up to a maximum reimbursement of up to $8,967 from the EBURD tax increment finance district funds to The Food Truck Stop (Owners Mo and Kate Bain) to assist in an overall remodeling project at 202 North 18th Street. Actual reimbursement will be based upon 100% of the actual costs incurred for qualified expenses for the improvements made to property subject to the following conditions:

1. The Applicant shall sign a development agreement with the City of Billings and BIRD within 180 days of City Council's approval.
2. This TIFD reimbursement is the maximum that can be received pending satisfactory submission of all paid invoices showing the completion of expenditures related to this project.
3. If funds are not available, reimbursement can be carried over to the next fiscal year.

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

The Billings Industrial Revitalization District (BIRD) Board of Directors is presenting this recommendation to the City Council for allocating $8,967 in tax increment finance funds (TIF) from the East Billings Urban Renewal District (EBURD) to provide financial assistance to The Food Truck Stop (Owners Mo and Kate Bain) to assist in remodeling, site work, and landscaping as part of a project to provide a food truck prep and truck organizational area at 202 North 18th Street.

The property is located at the northwest corner of the intersection of North 18th Street and 2nd Avenue North. The application was initially submitted to the BIRD on April 23, 2025. The BIRD Review Committee considered this application on April 28 and recommended approval to the full BIRD Board. The BIRD Board reviewed and recommended approval of this project to the City Council at its board meeting on May 7.

The subject property is being remodeled for a food truck support business with some building remodeling and internal work, site work, parking pad concrete, landscaping, fencing and other improvements. Of the TIF allocation recommended, $4,686 is going to fencing (50% of total fencing cost) and the remaining $4,281 will be landscaping, curbs and facade. The total cost for the project is $72,689. The BIRD Board found that this project was in line with the EBURD Master Plan and Urban Renewal Plan, particularly in the areas of economic growth, property redevelopment, and supporting commercial business so that it continues or expands in the District.

The BIRD Board's recommendation of $8,967 toward the improvements results in about a 8:1 investment in private to public funds for the project based on a total project cost of $72,689. This ratio exceeds the 5:1 recommended ratio in the City's TIF Policy. The TIF contribution also represents a 12% contribution toward the total project cost, below the 16.666% recommended threshold in the City's TIF Policy for qualifying expenses. The payback for this investment based on property tax increases is estimated at about 11 years. The BIRD Board noted several reasons for its support of the project:

- With the renovation of this property, this project is in alignment with the EBURD Urban Renewal Plan under its Business Programs and Projects and Infrastructure Improvements goals (See Pages 3 and 4, item I and IV of the Urban Renewal Plan Attached), and
- The EBURD Master Plan's principles of fostering economic growth, and ensuring commercial operations continue. Improvement of this property in the EBURD aligns well with the urban renewal efforts of the City and the EBURD.

**Table 1.**

| | | | | |
|---|---|---|---|---|

| Qualified Improvements | Recommended TIF Reimbursement | City TIF Policy | Urban Renewal Plan | MT Code Annotated |
|---|---|---|---|---|
| Site Work (curb, facade and landscaping)<br><br>Fencing (50% of total cost) | $4,281<br><br>$4,686 | Section 1(b)(c) | Section 2 (I) Business Programs and Projects<br><br>Section 2 (IV) Infrastructure Improvements | 7-15-4288 |

This process and action of the BIRD is under its authority per the Memorandum of Understanding between the City of Billings, Big Sky Economic Development, and the BIRD, Inc. approved by the City Council on May 13, 2019 and renewed for one year on April 22, 2024. The MOU expires on June 30, 2025.

## ALTERNATIVES

The City Council is the final authority in disbursing TIF funding. This proposed use of TIF funds conforms to the City's TIF Policy and aligns with the EBURD Urban Renewal Plan and Montana Code for urban renewal projects and programs. The City Council may:

- Approve the recommendation from the BIRD Board for the expenditure of these TIF funds, or;
- Modify and approve the recommendation from the BIRD Board for the expenditure of these TIF funds
- Disapprove of the recommendation from the BIRD Board for the expenditure of these TIF funds.

## FISCAL EFFECTS

The request is for a total of up to a maximum of $8,967 to be reimbursed to the Food Truck Stop only upon completion of the work and submittal of the invoices for the cost incurred. It is expected that this project will be completed in early FY26 and if this award is approved, there will be sufficient budget available in the FY26 Budget.

---

**Attachments**

Food Truck Stop TIF Application
BIRD Recommendation Letter
Financial Recommendation Summary
Food Truck Stop Aerial
Building Current Photos
EBURD URD Plan
City TIF Policy

BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.
EBURD APPLICATION

Project Name: The Food Truck Stop Date Submitted: 4-23-25

## APPLICANT INFORMATION

1. Name: Mo & Kate Bain
2. Address: 407 Nelson Dr Billings, Mt 59102
3. Telephone Number: 406 530-4766 Cell#

## PROJECT INFORMATION

1. Building Address: 202 N 18th st, Billings, Mt 59101
2. Legal Description: Commissary Kitchen
3. Ownership: Mo + Kate Bain

   Address: 202 N 18th St, Billings, Mt 59101

4. If property is not owned by the APPLICANT, list leasehold interests (Attach evidentiary materials.)

   Name:

   Address:

5. Existing/Proposed Business:

   Business Description:

6. Employment: Existing FTE Jobs Crepe Diem Owner Operator

   New Permanent FTE Jobs created by project Construction FTE Jobs

7. Architectural Firm:

   Address:

Architect: _____

8. Description of Project: (Attach narrative explanation & plans.)

9. Rehabilitation/construction plans: (Attach schematics, site and landscaping plans.)

10. Project Schedule: (Attach time line or schedule through completion.)

## PROJECT COSTS

Land and Site Improvements (Itemized)

| | | |
|---|---|---|
| 1. | Tree Removal | $ 4150 |
| 2. | Landscaping | $ 4280 |
| 3. | | $ |
| 4. | | $ |
| | Subtotal | $ 8430 |

Construction/Rehabilitation Costs (Use general construction trade divisions)

| | | |
|---|---|---|
| 1. | Concrete | $ 6,850 |
| 2. | Facade, Windows, Doors | $ 18,447 |
| 3. | Scalers, Supplies, Gutters | $ 7220 |
| 4. | Fence + Labor | $ 9374 |
| 5. | Flooring | $ 11,262.78 |
| 6. | Plumbing + Sink | $ 10980.99 |
| 7. | Misc Supplies | $ 2494.81 |
| 8. | Electrical | $ 3660 |
| | Subtotal | $ 70,289.58 |

Fees

1. Architectural/Engineering $ _____
2. Permits Cost of Plumber $ _____
3. _____ $ _____

Subtotal $ _____

Total Project Development Costs **$** _____

## PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

A. Applicant Equity

Cash Invested $ 33,000.00

Land & Buildings
(if value is more that State of Montana valuation then a current appraisal must be submitted) $ 60,297.74

Other _____ $ _____

_____ $ _____

A. Subtotal Applicant Equity $ 93,297.74

B. Lender Commitments (Attach Bank Loan Commitment letter, Letters of Credit or other documentation.)

| Lender | Loan Amount | Interest | Term | Payment/Period |
|---|---|---|---|---|
| Little Horn State | $ 149,702.26 | 8.5 % | 14 yrs | $ 1460 /Month |
| Little Horn | $ 30,000 | 9 % | 3 yrs | $ 958.90 /Month |

B. Total Loan Amount $ 2410.90

C. TIFD request for funds for eligible public improvements.

| | | MCA Statute (office use only) |
|---|---|---|
| Landscaping | $ 8430 | |
| Fence | $ 9374 | |
| Facade Gutter | $ 1500 | |
| Secure Door | $ 3350 | |
| Windows Door | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |

C. Subtotal TIFD Funds Requested $ 23,154

D. Other Source of Funding _____ $ _____

---

Sources of Funds Summary (Post totals from above.)

| | |
|---|---|
| A. Applicant Equity | $ 33,000.00 |
| B. Lender Commitments | $ 30,000.00 |
| C. TIFD Funds Request | $ 13,000.00 |
| D. Other Funds | $ |
| Total Project Financing | $ 76,000.00 |

# APPLICANT STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

APPLICANT

1. Name: Mo + Kate Bain

   Address: 407 Nelson Dr Billings, Mt 59102

2. If the APPLICANT is not an individual doing business under his/her own name, the APPLICANT has the status indicated below and is organized or operating under the laws of _____.

3. X corporation/LLC.

   _____ nonprofit or charitable institution

   _____ partnership known as _____

   _____ Other (explain): _____

   Date of organization: 4-30-25

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the APPLICANT.

| Name and Address | Nature and Extent of Interest |
|---|---|

## FINANCIAL CONDITION

1. Provide a current financial statement (consisting of a Balance Sheet and Profit & Loss Statement) & Current Tax Return for each private entity involved in the project. This application and all financial information become part of the public record when submitted to the BIRD and is available upon request under the State of Montana Public Information Rules.

2. Has the APPLICANT or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten (10) years?
   No X Yes _____ If yes, give date, place, and under what name

   _____

3. Has the APPLICANT or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
   No X Yes _____ if yes, give date, charge, place, court and action taken for each case.

   _____

   _____

## CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

   Name: Andrew Marble

   Address: 3447 Powderhorn Circle Billings, Mt 59102

2. Has named contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?
   No X Yes _____ if yes, explain.

3. Attach copies of bids to application:

4. If Applicant intends to do any of the construction themselves then APPLICANT shall provide three (3) independent contractor bids which must accompany this application for the work to be provided.

# CERTIFICATION

I (we), Mo + Kate Bain
(please print), certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge and belief. I/We certify that I/We will make no application for any other tax abatement that may be available for this real property or building.

Signature _____ Signature _____

Title Owner Title Owner

Address 407 Nelson Dr Address 407 Nelson Dr

Billings, MT 59102 Billings, MT 59102

Date 4-23-25 Date 4-23-25

BIRD

BILLINGS INDUSTRIAL REVITALIZATION DISTRICT

May 8, 2025

City of Billings Planning and Community Services
Attn: Wyeth Friday
PO Box 1178
Billings, MT 59103-1178
Request for TIF Fund Assistance – The Food Truck Stop

Request for TIF Fund Assistance –The The Food Truck Stop

Dear Wyeth,
The BIRD is submitting a request for TIF fund assistance on behalf of The food truck stop for a project in the East Billings Urban Renewal District.

The project involves revitalization of a blighted property located at [insert address here]. The site is in need of curbs, sidewalks, water and sewer line replacements, landscaping, and other TIF-eligible improvements to support the transformation of this property into a vibrant food truck stop. The owner is investing significantly to upgrade the space and provide a welcoming, functional environment for mobile food vendors.

The total cost of the project is $72,689. On April 23, 2025, the applicant submitted the final documentation for their TIF application. On April 28,2025 the BIRD Review Committee evaluated the project and unanimously approved it for recommendation to the BIRD Board. The BIRD Board subsequently approved $8,967 in TIF-eligible expenses for this project.

The Board determined on May 7, 2025 that this project aligns with the EBURD Master Plan, particularly in promoting economic vitality, enhancing infrastructure, and supporting land use that invites community engagement and small business growth in the district.

We respectfully request placement for review by the Billings City Council during the May 27, 2025 work session.

Thank you for your assistance.

Heather Doty

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Project Name** | | | | | | | | |
| **Tax Increment Application Analysis-Summary** | | | | | | | | |
| | **The Food Truck Stop** | | | | | | | |
| | | **Per** | | | | | **Allowability** | |
| | | **General** | **Per** | | **MT Code** | **MT Code** | **Total** | **TIF** |
| | | **Contractor** | **Applicant** | | **7-15-4233** | **7-15-4288** | **Allowability** | **Total** |
| **Admin** | | $ - | $ - | $ - | $ - | | $ - | |
| **Site Improvements** | | $ 17,804 | $ - | $ 17,804 | $ 13,654 | $ - | $ 13,654 | $ 13,654 |
| **Building** | | $ 8,969 | $ - | $ 8,969 | $ 8,969 | $ - | $ 8,969 | 8,969.00 |
| **Site Work** | | $ 1,350 | $ - | $ 1,350 | $ 1,350 | $ - | $ 1,350 | 1,350.00 |
| **Concrete** | | $ 16,580 | $ - | $ 16,580 | $ - | $ - | $ - | |
| **Metals** | | $ - | $ - | $ - | $ - | $ - | $ - | |
| **Wood & Plastic** | | $ 2,850 | $ - | $ 2,850 | $ - | $ - | $ - | |
| **Thermal & Moisture Protection** | | $ 2,691 | $ - | $ 2,691 | $ - | $ - | $ - | |
| **Doors & Windows** | | $ 5,620 | $ - | $ 5,620 | $ - | $ - | $ - | $ - |
| **Finishes** | | $ 11,105 | $ - | $ 11,105 | $ - | $ - | $ - | |
| **Specialties** | | $ - | $ - | $ - | $ - | $ - | $ - | |
| **Special Construction** | | $ - | $ - | $ - | $ - | $ - | $ - | |
| **Mechanical** | | $ 8,000 | $ - | $ 8,000 | $ - | $ - | $ - | |
| **Electrical** | | $ 3,660 | $ - | $ 3,660 | $ - | $ - | $ - | |
| **Site Overhead** | | $ - | $ - | $ - | $ - | $ - | $ - | |
| **Land** | | | $ - | $ - | $ - | $ - | $ - | |
| **Building Overhead** | | $ - | $ - | $ - | $ - | $ - | $ - | |
| | **Total Project Cost** | $ 78,629 | $ - | $ 78,629 | $ 23,973 | $ - | $ 23,973 | $ 23,973 |
| | | | | | | | | |
| | Total Project Cost | | | $ 78,629 | $ 78,629 | $ 78,629 | $ 78,629 | |
| | Maximum TIF Assistance (16.67% of Total Project Cost) | | | $ 13,107 | $ 13,107 | $ 13,107 | $ 13,107 | |
| | Requested TIF Assistance | | | $ 10,000 | $ 8,967 | $ 7,897 | $ 6,600 | |
| | | | | | | | | |
| | **Payback Period:** | | | | | | | |
| | Expected Increase in Taxable Value (80% of Project Cost) | | | $ 62,903 | $ 62,903 | $ 62,903 | $ 62,903 | |
| | Commercial Tax Rate (1.89%) | | | $ 1,189 | $ 1,189 | $ 1,189 | $ 1,189 | |
| | Annual Tax Increment (69 mills) | | | $ 820 | $ 820 | $ 820 | $ 820 | |
| | Payback Period (years) | | | 12.2 | 10.9 | 9.6 | 8.0 | |

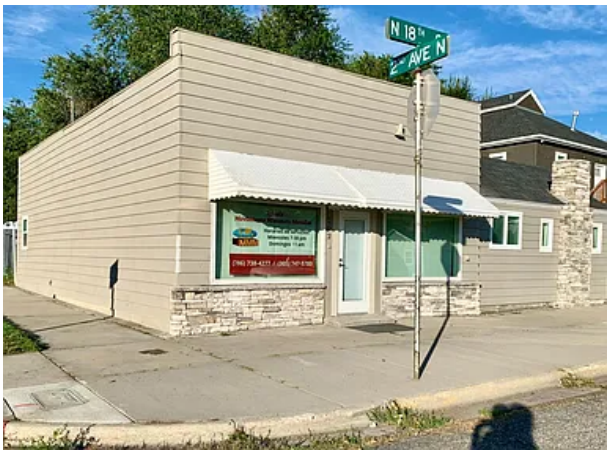
BIRD Board Recommendation Level

206 Unit 1
206 1-4
A00467
206 Unit 3
206 Unit 2
206 Unit 4
204
202
A00466
N 18TH ST
2ND AVE N
65
1811

The Food Truck Stop
202 N 18th Street
Billings, Mt 59102

Before pictures

Exterior:



Interior:

# 2015 EXPANSION OF THE BILLINGS, MONTANA EAST BILLINGS URBAN RENEWAL DISTRICT, WITH TAX INCREMENT, AND AMENDMENT TO THE URBAN RENEWAL PLAN

**FOR CITY OF BILLINGS AND PLANNING REVIEW**
**February 2015**

Prepared by

Billings Industrial Revitalization District, Inc. (BIRD)
1413 4th Ave. N., Ste. C – Billings, MT 59101
pattynordlund@billingsbird.com kelly@billingsbird.com

## SECTION 1 – INTRODUCTION

On November 16, 2006, the City Council adopted Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district. For reasons discussed in this Amendment to the East Billings Urban Renewal District Plan ("Plan"), it has been determined that the EBURD should be expanded to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area has been and is in need of expanded public parking, enhanced pedestrian connections and experiences, improved public safety, and infrastructure improvements to public and private properties that will alleviate flooding issues and lead to increased taxable values. The existing urban renewal plan may be modified by ordinance in accordance with the procedure described in M.C.A. § 7-15-4221. The Urban Renewal Plan of the EBURD approved by the City Council on November 16, 2006, is included by reference as part of this amended Plan and shall remain applicable except to the extent the original plan is explicitly or impliedly amended by this Plan. It is recognized as part of this Plan that the basic vision of the document known as EBURD Master Plan, adopted by the Billings City Council on September 14, 2009 (Resolution #09-18878) and by the Yellowstone County Commissioners on September 29, 2009 (Resolution #09-66), remains valid and should be considered a part. In addition, it is recognized that as part of this amended Plan, the basic vision of the document known as the Exposition Gateway Plan, approved by the Yellowstone County Commissioners on May 28, 2013, and adopted by the Billings City Council on June 24, 2013 (Resolution #13-19289) also remains valid and should be considered a part. The terms defined in "Part A.III – DEFINITIONS" of the EBURD Urban Renewal Plan shall have the same meanings in this Plan unless a contrary meaning is expressed. The expanded district proposed in this Plan is hereafter referred to as the 2015 Expanded EBURD.

## SECTION 2 – BACKGROUND

The original East Billings Urban Renewal District, a tax increment finance district, was created on November 16, 2006, by a resolution which stated that it was desirable for the City to consider an urban renewal project within the District, and found that the area contains structures and property in states of substantial deterioration, properties that are obsolete or defective, posing unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses, and that the present condition of the area substantially impairs the sound functioning of the area and its environs. The Council found that the area is a blighted area within the meaning of MCA 7-15-4210, and stated that "rehabilitation, redevelopment, or a combination thereof is necessary in the interest of public health, safety and welfare of the residents." The

Council found that undertaking measures to eradicate or diminish the blight will help to foster a more dynamic, livable, and vibrant neighborhood.

Progress has occurred within the District, as evidenced by: 1) increase in taxable value: base year value of $1,800,794, increased to a 2014 value of $2,502,968 *(Montana Department of Revenue Form AB-72T, 8-4-2014*); 2) successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; 3) successful implementation of the recommended Parking Overlay District; 4) accomplishment of the recommended two-way streets conversion; 5) completion of EPA Brownfields Program environmental assessments on 23 parcels; 6) successful adoption of the EBURD Zoning Code; 7) completion of a Hospitality Corridor Study; and 8) approval of a project to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. However, many of the undesirable conditions continue to exist, and several out-of-City properties adjacent to the District have now petitioned and been approved for annexation into the City (City Council meeting, 1-26-2015). Therefore, it would be in the best interest of the City to expand the District to encompass adjacent properties, construct needed public infrastructure improvements, increase growth of the tax base, increase the parking inventory, increase the inventory of residential property, stimulate mixed-use development, and further implement the visions of the EBURD Master Plan and the Exposition Gateway Plan, both of which are consistent with the adopted City-County Growth Policy.

Although there has been improvement in the valuation of property in much of the District, the area defined by this proposed expanded tax increment district still has pockets of neglect and blight. The 2015 Expanded EBURD creates an opportunity to continue redevelopment in the center of Billings with a mixture of public and private investment.

The 2015 expansion of the EBURD is essential to planned development along Exposition Drive/Main Street, across from the MetraPark facilities. Public infrastructure construction within this expanded District will spur private investment consistent with the EBURD Master Plan, and especially pertinent to the vision of the Exposition Gateway Plan. It is expected that the expanded District may help fund the following projects:

## I. Business Programs and Projects

a. Business Retention and Recruitment
    i. Targeted assistance to existing and potential businesses
    ii. Development of “The EBURD Advantage” marketing materials

iii. Collaboration with and referral to Big Sky Economic Development and its business assistance programs

## II. Parking and Transportation

a. Facilitate public transit and bicycle/pedestrian-friendly growth and development
b. Collaborate with City regarding parking management practices and programs consistent with the Parking Overlay District
**c.** Plan for future needs regarding parking lots and/or structures

## III. Management, Implementation and Maintenance

a. Billings Industrial Revitalization District, Inc. or its successor, management agreement
    i. Project development
    ii. Public awareness
    iii. Advocacy and liaison between public and private sectors
b. Potential future development of Business Improvement District
    i. Development and promotion of a MetraPark-to-Downtown Corridor through the EBURD
    ii. Crime prevention and public safety:
    Cooperative Security and/or Business Watch Program

## IV. Infrastructure Improvements

a. Public
    i. Public parking
    ii. Landscaping and park development
    iii. Street construction/improvements
    iv. Streetscapes and traffic calming plans
    v. Sidewalks, curbs and gutter improvements
    vi. Storm water management
    vii. Water and waste-water line construction/improvements
    viii. Relocation of public and private utility lines

In order to make it possible to move forward with the much-needed infrastructure improvement projects referenced above, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on several streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

b. Public infrastructure improvements will support investments in:
    i. Workforce housing development
    ii. Parking facilities
    iii. Lodging facilities
    iv. Conference facilities
    v. Entertainment venues
    vi. Retail and restaurant enterprises

## V. Housing Improvements

a. Increase in workforce housing and live-work mixed-use projects

b. Revitalization and redevelopment of sub-standard residential housing stock

## SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed 2015 expansion of the EBURD contains blight, particularly those parcels directly west of the MetraPark facilities which host events that attract hundreds of thousands of visitors each year. Within the district there is structural deterioration, under-utilized structures and vacant lots, and a railroad spur line that is little used. A major issue that rises to the forefront in every planning discussion is that of inadequate storm water management. Without curb and gutter to direct its flow, water pools in low spots and floods buildings. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Sidewalks are cracked or non-existent; alleys are deteriorated, and, in general, much of the area is below accepted standards. In contrast to the above, there are certain properties within the district in good repair but included in the district to allow for a contiguous block of land within the district and because pockets of revitalization cannot be sustained if areas of neglect and blight surround them. Over time, without ongoing managed urban renewal, even these success stories could once again decline in taxable value.

## SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The 2015 expanded urban renewal area described for this amended Plan incorporates most of the Exposition Gateway area, including those properties annexed in January 2015. Major flooding problems occur with rainstorms, as the infrastructure is inadequate for storm water flow and drainage. The subject properties have been used as car sales lots, truck and truck parts sales, vacant lots partially used for equipment storage, as well as some active business enterprises. Many of these structures are unsuited to their current uses because of age obsolescence and physical deterioration.

Montana‘s Urban Renewal Law (Montana Code Annotated Title 7, Chapter 15, Parts 42 and 43) provides the authority to declare the existence of blighted areas and to target them for improvements. “Blighted area” is defined in Section 7-15-4206(2), M.C.A., as follows:

> *[A]n area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; or constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:*

*(a) the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential;*
*(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;*
*(c) inappropriate or mixed uses of land or buildings;*
*(d) high density of population and overcrowding;*
*(e) defective or inadequate street layout;*
*(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
*(g) excessive land coverage;*
*(h) unsanitary or unsafe conditions;*
*(i) deterioration of site;*
*(j) diversity of ownership;*
*(k) tax or special assessment delinquency exceeding the fair value of the land;*
*(l) defective or unusual conditions of title;*
*(m) improper subdivision or obsolete platting;*
*(n) the existence of conditions that endanger life or property by fire or other causes; or*
*(o) any combination of the factors listed in this subsection (2).*

The land being added to the Plan area in 2015 includes 14 property tax codes, as listed in Exhibit A, with total assessed value of $4,871,639. As noted in the 2006 approved Urban Renewal Plan, there are specific "target areas" that should be immediately considered for redevelopment. The properties on Exposition Drive represent an immediate opportunity to capitalize on the traffic generated by MetraPark events.

The EBURD area is part of Census Tract 2, with a population of 3,751. Within the tract, 28.98 percent of residents live below the Federal Poverty Line, with an estimated 2014 median family income of $30,263. By comparison, in the greater Billings population of 109,059, only 13.1 percent live below the Federal Poverty Line. (*www.ffiec.gov/geocode/CensusDemo 07-01-2014 & http://quickfacts.census.gov.)*

There are 1,995 housing units in Tract 2, with 61.7 percent of the units (1,231) built prior to 1960 (55 years ago or more). Of those 1,231 older units, 546 were built in 1939 or earlier. Of the 446 owner-occupied housing units in the tract, 96 percent (428) are valued at less than $200,000. In fact, 85 of the 446 units (19.1 percent) are valued at less than $100,000. Indeed, there are a few occupied housing units (16) that lack complete plumbing and/or kitchen facilities. The tract holds 1,243 units where occupants are paying rent. The majority of renters (52.4 percent) pay between $500 and $749 per month. However, 29.2 percent (363 renters) pay between $200 and $499 per month. There are even a number of renters (23) living in units at less than $200 per month. Census Tract 2 has a somewhat transient population. Of the 1,689 households, 83.9 percent, or 1,418 householders, moved into the current unit in 2000 or more recently.

Only 16 percent, or 271 householders, have resided in the current unit since 1999 or prior years. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Table DP04 10-22-14.*)

Public transit, walking and bicycling facilities are important for the area, as 21.6 percent of households (365) do not have a vehicle available. Moreover, the tract houses 406 students in kindergarten through eighth-grade, along with 25 high school attendees and 248 college students. In commuting to work, although the majority of those age 16 and over drove or carpooled to work (72.6 percent), a significant number - 14.9 percent (285 people) - walked to work, and 11.1 percent (212 people) used public transportation or other means of getting to work. (*U.S. Census Bureau, 2008-2012 American Community Survey 5-year Estimates, Tables DP03 & S1401 10-22-14.*)

The EBURD census tract, along with the nearby Heights-Main Street area, is designated by the Billings Police Department as "Beat 3," or the "East" patrol beat. The East Beat has experienced, over the past three years, increasing numbers of calls for service. In the year 2011, the East Beat had 7,756 calls. Number of calls increased to 9,804 in 2012, and jumped to 10,507 (third highest beat of the nine in the City) for 2013. *(Billings Police Department 2013 Annual Report, www.ci.billings.mt.us.)* Unfortunately, there have recently been two murder incidents in the area as well. Parks personnel, during the October conference on addressing homeless/transient issues, mentioned that homeless individuals are congregating under the Rims in the EBURD, as well as in North Park.

Brownfields, defined as areas with actual or perceived environmental contamination issues, can contribute to unsafe and dangerous conditions, as well as discourage redevelopment efforts. Big Sky Economic Development, in a cooperative agreement with the U.S. Environmental Protection Agency, has secured funding for environmental assessments of properties in the EBURD. With its first round of funding, Big Sky Economic Development contracted with an environmental engineering firm to assess 23 parcels of land in the EBURD to determine "Phase I" conditions (looking at the historical uses of the property and assessing any observed potential contamination issues). In addition, nine parcels were examined with more in-depth "Phase II" assessments, where soil and water testing took place. While none of the completed Phase II assessments pointed to remediation requirements, there are still a number of sites that are advised for Phase II assessment, and many parcels that have not received any environmental assessment to date. Big Sky Economic Development has secured additional EPA Brownfields Program funding with which to accomplish additional environmental assessments in the EBURD beginning in spring 2015, at no cost to property owners who volunteer for the program.

## SECTION 5 – DETERMINATION OF BLIGHT

The proposed EBURD Expansion area contains a number of underdeveloped properties and substandard facilities. The Council previously determined that the property included in the EBURD was "blighted" within the meaning of the Act in its adoption of Ordinance #06-5395 that (a) created the East Billings Urban Renewal District (EBURD) and (b) adopted an urban renewal plan for the district (November 16, 2006). Deficiencies in public and private properties located in the district lead to a determination of blight, as defined by state statute. As cited in the original Urban Renewal Plan, the area still meets several definitions of blight:

Deficient Structures in Area (*the substantial physical dilapidation; deterioration; defective construction, material, and arrangement; or age obsolescence of buildings or improvements, whether residential or nonresidential; deterioration of site)*

There are several buildings and residential structures that are over 50 years in age and do not qualify as being historically significant. Many are in poor repair and may contain potentially hazardous asbestos and lead paint.

While streets, curbs, gutters and sidewalks in some of the area are in satisfactory repair, there are areas without such improvements. Sewer and water utilities in the area are aging and/or inadequate. Flooding occurs within public right-of-way as well as on private property during heavy rain events. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. Demand for parking will continue and District managers will collaborate with the City to accommodate commercial growth in alignment with the adopted Parking Overlay District.

Deficient Land Use (*inappropriate or mixed uses of land or buildings; defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness)*

In general, the 2015 expansion area is under-utilized due to the significant amount of surface used as storage or left vacant. Most structures are single-story. There are vacant lots, storage lots, and auto sales lots directly across the street from Montana's largest indoor entertainment complex and trade-show facilities. The taxable value of this district must be stabilized and encouraged to grow.

Protecting Public Health & Safety (*unsanitary or unsafe conditions; the existence of conditions that endanger life or property by fire or other causes)*

The conditions of blight, crime, vagrancy and potential brownfields, as described above, reduce "social capital" and community connectedness. Flooding promotes mold growth and related health problems.

## SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

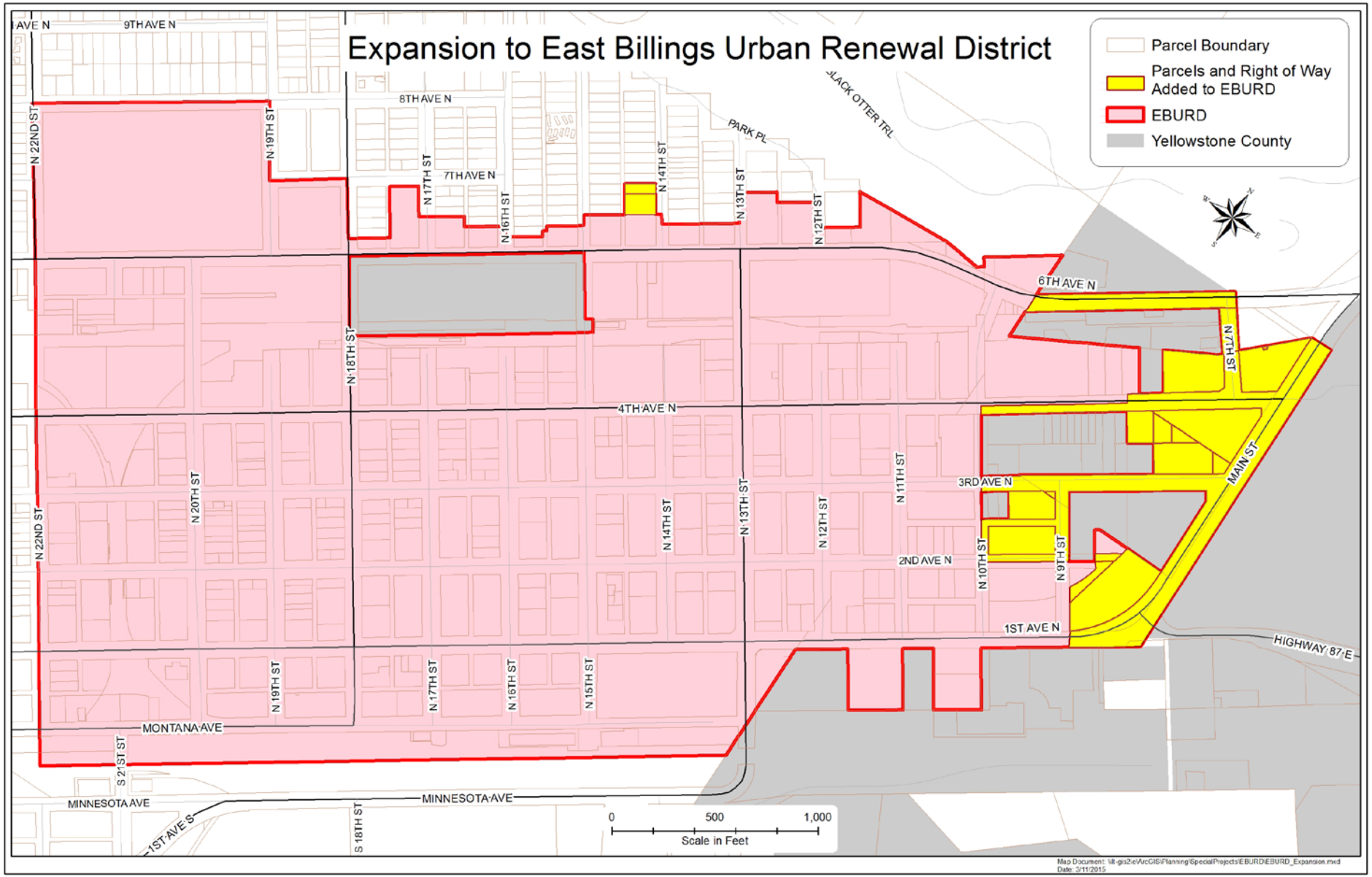
The Expanded EBURD occupies the center of the City of Billings, adjacent to the Downtown Central Business District and the medical corridor to the west; connecting to the Billings Heights area via Main Street to the northeast; welcoming visitors from Lockwood and beyond via 1st Avenue North to the southeast; and meeting up with the Rimrocks to the north.

## SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed 2015 Expanded East Billings Urban Renewal District is as follows: Beginning at a point at the centerlines of the intersection of 1st Avenue North and North 10th Street and proceeding east to the centerline of Exposition Drive/Main Street, and proceeding north from the intersection of 1st Avenue North and Exposition Drive/Main Street to the intersection of 6th Avenue North and Exposition Drive/Main Street, and from the intersection of 6th Avenue North and Exposition Drive/Main Street, proceeding west to the intersection of 6th Avenue North and North 10th Street, and proceeding south from the intersection of 6th Avenue North and Exposition Drive/Main Street to the intersection of 1st Avenue North and North 10th Street, encompassing all parcels and tax codes therein.

Please see map on following page.

In addition, we propose to add property designated as Tax Code A12053 (North Park Subd., S33, T01N, R 26E, Block 2, Lot 11-12) and property designated as Tax Code A12052 (North Park Subd., S33, T01 N, R26E, Block 2, Lot 7-10).. These lots, are slated for expansion of the Billings Carpet Cleaning activities.


Expansion to East Billings Urban Renewal District
Parcel Boundary
Parcels and Right of Way Added to EBURD
EBURD
Yellowstone County
9TH AVE N
8TH AVE N
7TH AVE N
6TH AVE N
4TH AVE N
3RD AVE N
2ND AVE N
1ST AVE N
1ST AVE S
MONTANA AVE
MINNESOTA AVE
HIGHWAY 87 E
MAIN ST
PARK PL
JACK OTTER TRL
N 22ND ST
N 21ST ST
N 20TH ST
N 19TH ST
N 18TH ST
N 17TH ST
N 16TH ST
N 15TH ST
N 14TH ST
N 13TH ST
N 12TH ST
N 11TH ST
N 10TH ST
N 9TH ST
N 7TH ST
S 21ST ST
S 18TH ST
0
500
1,000
Scale in Feet

## SECTION 8 – PROPERTY DEVELOPERS

New development and revitalization in the proposed 2015 expanded urban renewal district will be accomplished with private investment and public-private partnerships, through the implementation of the EBURD Master Plan and the Exposition Gateway Plan. As outlined in Section 2 above, improvements in infrastructure will spur investments in workforce housing development, parking facilities, lodging facilities, conference facilities, entertainment venues, as well as retail and restaurant enterprises.

## SECTION 9 – PROJECT RELATIONSHIP TO THE EBURD MASTER PLAN & EXPOSITION GATEWAY PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses several "districts" as defined by the EBURD Master Plan and the EBURD Code. The EBURD Master Plan contemplated eventual annexation of County properties adjacent to the original urban renewal district, and this Amended Urban Renewal Plan seeks to accomplish that end.

One goal of the EBURD Plan was to develop a zoning code unique to the vision of the EBURD. The new code was established and adopted in October 2012, following several months of committee work and public meetings, with consultation from a professional firm known for, literally, writing the book on form-based code options. Form-based code considers the look of the facility and its surrounding landscape, rather than basing zoning purely on the use of the facility. The new code allows for increased flexibility in uses, which was desired by landowners and developers in the area.

Generally, the EBURD Master Plan stressed the area's ability to make a positive impact on the entire city. The Plan also recommended a private non-profit organization to assist the City of Billings with the management of the Tax Increment District through an annual work plan and contract. This expanded EBURD may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity, the Billings Industrial Revitalization District, Inc.

The Plan names housing as an important priority, and recommends that the City continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan encourages housing in the Rail Spur Village. However, live-work space is allowed in several EBURD districts, as outlined in the adopted EBURD Code. The formation of an expanded tax increment district will

increase funding for construction or rehabilitation of public infrastructure necessary to attract, retain, and improve housing in the area.

The guiding principles developed through the EBURD Master Plan were built upon the goals of the original Urban Renewal Plan, and continue to guide today's efforts: 1) Foster economic growth; 2) Foster distinct mixed-use, industrial, and hospitality centers; 3) Create affordable housing opportunities and choices; 4) Ensure existing industrial uses can continue to operate as desired; 5) Improve the natural beauty of the District by reintroducing trees and other features; 6) Extend pedestrian and bike trail connections to downtown, Heights, MetraPark and the Yellowstone River; 7) Integrate edges of the District with North Park neighborhood, medical corridor, and downtown; 8) Provide a variety of transportation choices and connections; 9) Complete sewer and storm water infrastructure; and 10) Understand and reduce environmental risks.

Guided by the above principles, several critical action plan steps have already been accomplished: successful approval of both the EBURD Master Plan and the Exposition Gateway Plan; successful implementation of the recommended Parking Overlay District; accomplishment of the recommended two-way streets conversion; completion of EPA Brownfields Program environmental assessments on 23 parcels, with more to take place beginning in 2015; successful adoption of the EBURD Zoning Code; completion of a transportation corridor study; and development of a plan to address flooding, storm water management, and infrastructure improvements in the eastern-most portion of the District. This amendment to the Plan and the urban renewal projects that it contemplates will continue to act upon the Plan's guiding principles.

## SECTION 10 – CONFORMANCE TO THE GROWTH POLICY

One of the requirements of Montana's Urban Renewal Law (Title 7, Chapter 15, Parts 42 and 43) is that the urban renewal plan must conform to the community's growth policy. The Yellowstone County and City of Billings 2008 Growth Policy ("Growth Policy") aligns with EBURD redevelopment in a variety of ways. This amendment to the East Billings Urban Renewal Plan is consistent with the current Growth Policy. Specifically, the expanded EBURD revitalization efforts meet several Community Goals and Objectives outlined on pages 6-16 of the 2008 Growth Policy:

A. Revitalization in the EBURD meets the goal of contiguous development and of the City's Infill Policy. Revitalization also helps to address the issue stated in the Growth Policy that urban sprawl threatens the rural character of land surrounding Billings, increases the cost of providing public services and threatens the

vitality of the city core and downtown area.

B. Development in the EBURD, especially in the Rail Spur Village area, works toward the goal of affordable housing for all income levels dispersed throughout the City and County. Development of housing helps to address the Growth Policy issue which stated that there is a serious lack of affordable housing for low to moderate income households.

C. Adoption of the more-flexible EBURD Code and continued development efforts in the expanded area help achieve the goal of more housing and business choices within each neighborhood. Moreover, continued development in accordance with the new code assists in addressing the stated issue that there is a desire for more mixed-use neighborhoods.

D. Addition of the Exposition Gateway area to the existing TIF District helps achieve goals to encourage economic development in the neighborhood, encourage new businesses to locate in a prime gateway area, and sets the stage for enhancement of both the functionality and the visual appeal of the entrance to Billings from Lockwood (1st Avenue North & Exposition Drive/Main Street). As noted in the Growth Policy, entryways to our communities should be attractive and not present physical barriers discouraging economic development.

E. The EBURD is adjacent to downtown Billings, and revitalization of the area, as it continues to develop, will contribute toward the vitality and increased safety for visitors and shoppers. As stated in the Growth Policy, safety is an important element.

F. Expansion of the EBURD TIF District assists in meeting the goal of more visually appealing communities, improving the image of the area across the street from the MetraPark facilities and instilling pride in this area of town. Enhancing visual appeal helps to address the Growth Policy's stated issue that there are areas in the City and County that are unattractive and present a poor image of the community.

G. Improvements to the area as envisioned in the Exposition Gateway Plan can lead to a visually appealing design that incorporates the needs not only of vehicular traffic entering the area from Lockwood and from Main Street, but also improves pedestrian access between the MetraPark facilities and new development in the Expo Gateway. Improvements in the proposed expansion area will aid in addressing the Growth Policy's issue that the design of roads, streets, and pedestrian facilities can be more attractive and functional.

H. Expansion of the EBURD TIF District will contribute toward the goal of a well-maintained network of safe and interconnected sidewalks by addressing the critical need for sidewalks, curb and gutter in the Expo Gateway area. As noted in the Growth Policy, the sidewalk system in the City needs upgrading; many sidewalks are cracked and broken, several critical sections are missing, and important sidewalk routes are not adequately maintained.

I. Expansion of the District to include the Expo Gateway area assists the City toward its goal of sanitary and

safe properties, with an improved community image and an increase in property values. Advancing toward this goal helps to address the stated issue that there are dilapidated and unsafe properties in neighborhoods.

J. Expansion of the District allows access to TIF District funding for a long-neglected infrastructure upgrade, moving the City toward its goal of equitable collection and distribution of funding for public services and facilities. Moreover, the expansion assists the City in achieving its objective to ensure that facilities and services are maintained in existing neighborhoods as new neighborhoods are added. The Growth Policy notes that funding for community facilities and infrastructure is very limited; prudent use of TIF District funds assists in solving the limited funding issue.

K. Expansion of the TIF District to include the Expo Gateway area aligns with the City's goal of adaptive reuse of vacant structures, conserving resources, preserving landmarks, preserving neighborhood integrity, and taking advantage of economic development opportunities. Adaptive reuse helps to address the stated issue that there are vacant structures around Billings and in the County that could be reused.

L. Expansion of the EBURD TIF District, leading to development of live-work enterprises and additional workforce housing options, helps move toward the goal of adequate affordable housing and more options for housing, potentially in an area very near to work opportunities. Achievement of these goals assists in solving the stated Growth Policy issue that poor housing and lack of living wage jobs puts the health of residents at risk.

The Growth Policy lists Urban Renewal Districts as an implementation strategy to revitalize neighborhoods, and expansion of the EBURD aligns well with that revitalization strategy.

## SECTION 11 – CERTAIN PLAN FEATURES AND FINANCIAL MATTERS

Section 7-15-4217, M.C.A., of the Act requires cities to make certain findings when they adopt an urban renewal plan and approve Urban Renewal Projects. These are addressed below:

1. The existing EBURD contains 133 housing units that are home to 305 people (*U.S. Census 2010, per Leslie Zolman, GISP, Montana Dept. of Commerce Census and Information Center, 5-7-2014)*. For the entire Census Tract, including the North Park neighborhood, there are 1,995 housing units, of which 1,689 are occupied and 306 are vacant (*U.S. Census Bureau, American Community Survey Table DP04, 10-22-14).* Planned projects would not displace any persons from housing. Accordingly, there is no need to have a workable and feasible plan for substitute housing until and unless such a project is developed in the future.

2. This amended East Billings Urban Renewal Plan conforms to the Growth Policy for the City as a whole, and also to the EBURD Master Plan and the Exposition Gateway Plan.

3. This Modified Plan affords maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Expanded EBURD by private enterprise. It is unreasonable to expect that the district will be stabilized and/or redeveloped without substantial public support. Some properties within the area are dilapidated. As presently constituted, property in the district is not conducive to any sort of uniform or integrated development and, as presently existing, cannot compete with other areas of the City for substantial developments, particularly areas at the outskirts of the City. This amended Plan is intended to facilitate the identification and construction of significant Urban Renewal Projects, which would not be possible without this Plan.

4. A sound and adequate financial program exists for financing projects, which include the sale and issuance by the City of tax increment finance bonds. Subsequent approved development projects will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements and revitalization efforts.

5. This 2015 Expanded EBURD may be modified at any time by the City Council as necessary to eliminate and prevent the development or spread of blighted areas, and encourage urban rehabilitation. The process for plan modification shall follow the procedures set forth in 7-15-4212 through 7-15-4219 MCA, with respect to initial adoption of this plan. For purposes of urban renewal district boundary changes only, the notice of public hearing, as described in 7-15-4215 MCA, may be mailed only to those owners whose properties are situated within the area of expansion of the Urban Renewal District boundaries. Notice will be mailed to those property owners whose properties are within the area of expansion.

## SECTION 12 – TAX INCREMENT

Tax increment financing is necessary to encourage private reinvestment within the District, which will further encourage economic growth in the District and the City, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The 2015 Expanded EBURD is hereby established as a tax increment financing urban renewal area within the meaning of the

Act, and, in particular, Section 7-15-4282 through 7-15-4293 of the Act. This Section constitutes a tax increment provision within the meaning of the Act. In connection with the expansion:

1. For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as base taxable value of the original district as of [January 1, 2006] plus the base taxable value of all real and personal property added to the district by this amended plan and as shown in Exhibit A as of January 1, 2015.

2. The City is hereby authorized to segregate the tax increment derived in the district and use and deposit such increment into the tax increment fund of the district for use as authorized by the Act and as authorized herein from time to time, including, without limitation, pledging the tax increment to repayment of Bonds.

3. The tax increment received from the district may be used to pay directly costs of an approved Development Project as may from time to time be approved by the Council. The Council also hereby authorizes the use of tax increment in the district to pay debt service on bonds issued to finance a portion of the costs of these development projects, and costs associated with the sale and security of such bonds (including any necessary reserve funds) in compliance with the Act, subject to any limitations imposed by the Montana Constitution and federal law.

4. The tax increment provision of the district will terminate upon the latter of:
   a. The fifteenth ($15^{th}$) year following the original creation of the district; or
   b. The payment or provision for payment in full or discharge of all bonds, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the district, but shall be paid into funds of the taxing bodies levying taxes within the district.

## SECTION 13 – CONCLUSIONS

The creation of this expanded East Billings Urban Renewal District will have a positive impact on central Billings, and is an essential first step in completing what may be a number of urban renewal projects.

Estimates calculated by ECO-Northwest in preparation of the Exposition Gateway Plan indicate that development in the Expo Gateway has a potential new value of nearly $65 million, with potential TIFD revenues of slightly more than $1 million *(Financial Analysis, ECO-Northwest, April 8, 2013)*. The figures are preliminary estimates; actual values and tax revenue will vary based on type, size and timing of development. Expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the EBURD, will also bring new employees and residents to the area.

ECO-Northwest states that the Expo Gateway District offers desirable locational attributes:

> The Gateway District has several important locational advantages relative to other areas in Billings that make it a prime area for development in the hospitality and retail sectors.
>
> - Proximity to downtown. It is centrally located near employment and commercial uses in the Central Business District, the medical campuses, and the University (directly to the west).
> - Proximity to MetraPark. The county-owned multi-function facility has an indoor arena, rodeo grounds, a horse track, open space and other facilities. MetraPark has a long history of successful operation (850,000 to 1 million visitors per year, with 30% coming from over 100 miles away, per Sandra Hawke, MetraPark, February 2009), and provides opportunities for complementary meeting space and catering facilities.
> - Proximity to the airport. It is closer to Billings Logan Airport (3 miles) than many areas in the Central Business District as well as areas in south and east Billings.
> - Proximity to amenities and commercial areas. It is in close proximity to commercial areas downtown and in Billings Heights, which is a commercial and residential hub to the north.
> - Proximity to regional highways. The District lies at the intersection of 212, I-90 and I-94.
>
> The key comparative advantage for the area is its central location *between* downtown and MetraPark (and between the West End and the Heights) on flat land with urban services. It is a good location for urban development. *(ECO-Northwest, Existing Market Conditions Assessment, May 22, 2013)*

As stated in the Exposition Gateway Plan and as stated herein, the Exposition Gateway area requires repair and improvement to streets, curbs, gutters and sidewalks and the water and sewer utilities are inadequate. The City hereby approves, as an urban renewal project for the District, the reconstruction of the streets from Main Street to North 11th Street and between 1st Avenue North to 4th Avenue North in accordance with the Exposition Gateway Concept Plan. The streets included in the construction limits are North 9th Street, North 10th Street, 2nd Avenue North, and 3rd Avenue North. Construction includes full street construction, sidewalk, bulb-outs at the corners, on-street parking, new sanitary sewer, new water mains, and storm drain upgrades. In order to make it possible to move forward with this much-needed infrastructure improvement project, the Yellowstone County Board of County Commissioners transferred any interest it had in the public right of way on streets within the Exposition Gateway area to the City of Billings, with Resolution 15-23, passed on March 10, 2015.

The Council through adoption of the modified East Billings Urban Renewal District hereby approves financing of the improvement project described above with proceeds of tax increment bonds payable from tax increment generated by the District. Such bonds will be issued in a principal amount such that the debt service thereon can be paid from tax increment generated by the District over a period of 25 years. The City hereby finds that there is a feasible and workable plan for financing the improvements.

Expansion of the East Billings Urban Renewal District to include the property described in this amended Plan will have a positive effect on the area and on the City. Improvements to infrastructure will surely be the catalyst in attracting the desired types of development, and will spur further achievement in reaching the goals of the overall EBURD Master Plan.

Please see Exhibit A on next page.

EXHIBIT A 2015 EBURD Expansion

| TAXID | ASSESSED VALUE | TAXID | MARKET VALUE | TAXABLE VALUE | TAXID | LOT SIZE (Approx. Sq. Ft.) |
|---|---|---|---|---|---|---|
| **1002286 Total** | $1,720.00 | **1002286 Total** | $912.00 | $23.00 | 1002286 | 0 |
| **A09340 Total** | $792,286.00 | **A09340 Total** | $621,944.00 | $15,362.00 | A09340 | 44344.08 |
| **A09343 Total** | $688,400.00 | **A09343 Total** | $540,394.00 | $13,347.00 | A09343 | 29403 |
| **A09355 Total** | $265,451.00 | **A09355 Total** | $208,379.00 | $5,147.00 | A09355 | 42383.88 |
| **A09355B Total** | $45,930.00 | **A09355B Total** | $36,055.00 | $891.00 | A09355B | 6403.32 |
| **A09373 Total** | $498,600.00 | **A09373 Total** | $391,401.00 | $9,667.00 | A09373 | 19035.72 |
| **A09374 Total** | $71,910.00 | **A09374 Total** | $56,449.00 | $1,394.00 | A09374 | 10628.64 |
| **A09375 Total** | $43,862.00 | **A09375 Total** | $34,432.00 | $850.00 | A09375 | 6054.84 |
| **D05887 Total** | $358,428.00 | **D05887 Total** | $281,366.00 | $6,949.00 | D05887 | 56628 |
| **D05888 Total** | $444,941.00 | **D05888 Total** | $349,279.00 | $8,628.00 | D05888 | 69260.4 |
| **D05893 Total** | $593,800.00 | **D05893 Total** | $466,133.00 | $11,513.00 | D05893 | 56628 |
| **D05897 Total** | $14,973.00 | **D05897 Total** | $11,754.00 | $290.00 | D05897 | 1306.8 |
| **D05898 Total** | $917,363.00 | **D05898 Total** | $720,129.00 | $17,787.00 | D05898 | 91911.6 |
| **I01092A Total** | $19,200.00 | **I01092A Total** | $15,072.00 | $372.00 | I01092A | 0 |
| **Total** | $4,756,864.00 | **Total** | $3,733,699.00 | $92,220.00 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| A12052 | $92,800.00 | A12052 | $49,184.00 | $1,215.00 | A12052 | 15000 |
| A12053 | $21,975.00 | A12053 | $11,647.00 | $ 201.00 | A12053 | 7500 |
| Grand Total | $4,871,639.00 | | $3,794,530.00 | $93,636.00 | | |

Exhibit A figures provided by Yellowstone County GIS

**RESOLUTION NO. 18-10750**

**A RESOLUTION OF THE CITY OF BILLINGS FORMING A POLICY FOR THE ADMINISTRATION OF URBAN RENEWAL AREAS OR DISTRICTS (URD) IN THE CITY.**

WHEREAS, MCA, Title 7, Chapter 15, Part 42, Section 51 declares: General powers of municipalities in connection with urban renewal. Every municipality shall have all the power necessary or convenient:

(1) To carry out and effectuate the purposes and provisions of this part and part 43;

(2) To undertake and carry out urban renewal projects within the municipality, to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part and part 43, and to disseminate blight clearance and urban renewal information;

(3) To organize, coordinate, and direct, within the municipality, the administration of the provisions of this part and part 43 as they apply to such municipality in order that the objective of remedying blighted areas and preventing the causes thereof within such municipality may be most effectively promoted and achieved and to establish such new office or offices of the municipality or to reorganize existing offices in order to carry out such purpose most effectively;

(4) To exercise all or any part or combination of powers granted in this part or part 43; and

WHEREAS, the City of Billings reviews and adopts Urban Renewal Plans for each of its Urban Renewal Districts, and those Plans specify goals for each Urban Renewal District; and

WHEREAS, the City of Billings may establish local policies that guide the establishment, operations, funding and governance of urban renewal districts; and

WHEREAS, development of TIF (Tax Increment Financing) Policies would be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

That the City Council now makes and adopts the following TIF Policy:

## CITY OF BILLINGS TAX INCREMENT FINANCE POLICY

1. PERMITTED USES OF TIF FUNDS. TIF funds may be used for costs outlined in MCA, Title 7, Chapter 15, Part 42, Section 88. Urban Renewal Plans adopted by the City may limit what TIF funds may be spent on in any Urban Renewal District. Eligible costs may include, but are not limited to:
   a. Land acquisition and assemblage, demolition and removal of structures, relocation of occupants, analysis to determine needs of an urban renewal area, administrative cost for redevelopment activities.
   b. Public infrastructure, including, but not limited to: streets, storm drains, parking, public buildings, water and sewer lines, sidewalks, utility connections.
   c. Private infrastructure with public benefit, including, but not limited to, building façades, windows, doors, fire suppression or alarm systems, storm drainage, environmental remediation, parking, and ADA access.

2. FINANCIAL ASSISTANCE THROUGH TIF. All financial assistance must be approved by the City Council prior to any activity receiving funding. Financial assistance should be requested prior to beginning construction. All activity (design and construction) must be completed prior to issuance of TIF funds from the City Finance Department. Financial thresholds and assistance tools are as follows:
   a. A minimum of $\geq$ $5 of private investment for every $1 of public investment is the preferred threshold to be met for each TIF application. The City Council reserves the right to approve any application that does not meet this minimum. The City Council also may make exceptions for projects of less than $100,000, and for publicly owned projects, properties or facilities.
   b. Grants may be made for uses listed in Part 1 above benefitting any government owned-land or buildings and for profit and non-profit businesses.
   c. Bonding may be available at the discretion of the City Council.
   d. All TIF grants will be formalized by a development agreement that must be signed by the grantee before the City will reimburse eligible expenses.

3. URD MANAGEMENT. Each URD in the City of Billings will be managed as follows:
   a. Each URD should maintain a non-profit advisory board to make recommendations to the City Council regarding TIF expenditures. Unless specifically authorized by a Memorandum of Understanding (MOU) referenced in 3(b) below, a majority of board members must own or lease property within the district, or must represent such owner or lessee, and may include representation from residential or commercial property owners or lessees. Advisory Boards must carry insurance for their members and provide proof of insurance to the City.
   b. A MOU must be executed between the advisory board and the City Council that defines the board's roles, responsibilities, authority, and processes, including for hiring and maintaining board support staff. The MOU must

contain language addressing conflict of interest situations for board members whose property may directly benefit from a TIF expenditure and for board support staff. The MOU also must include language that if there is the appearance of a conflict of interest the issue will be reviewed by City legal staff before moving forward.

c. Training for all URD advisory boards will be conducted biannually in coordination with City staff and URD support staff. The training must include, but is not limited to: review of URD and TIF laws, Administrative Rules, ethics, conflicts of interest, meeting management, and maintenance of minutes and records.

d. URD financial reporting will be consistent across all URDs and be set by coordination between the City Finance Director and the Planning and Community Services Director, and URD support staff.

e. TIF application review and City Council staff report preparation will be conducted by the Planning and Community Services Department Director, in coordination with the Assistant City Administrator, Finance Director, and URD support staff.

PASSED by the City Council and APPROVED this 9th day of July, 2018.

CITY OF BILLINGS

BY: William A Cole
William A. Cole, Mayor

CITY OF BILLINGS SEAL YELLOWSTONE COUNTY, MONTANA

ATTEST

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Special Review 999 - 4140 State Ave - Drive Through Service - Public Hearing |
| **Presented by:** | Tate Johnson, Planner 1 |
| **Department:** | Planning & Community Services |
| **Presentation:** | Yes |
| **Legal Review:** | Not Applicable |
| **Project Number:** | PZX-25-00050 |

## RECOMMENDATION

The Zoning Commission is recommending conditional approval and adoption of the findings of the review criteria for Special Review 999.

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

This is a Special Review request to allow a drive-through service adjacent to a residential zoning district (south property line) for a proposed new drive-through food service restaurant. The restaurant will be the second tenant in a building under construction. The other tenant space is for a laundromat. The subject property is located at 4140 State Avenue, at the southwest corner of the intersection of State Avenue and Van Buren Street. The lot is currently vacant and measures approximately 21,958 square feet (0.50 acres). The property is directly adjacent to residential zoning to the south. There is also residential zoning across Van Buren Street and north of State Avenue. To the west is commercial zoning.

The property was originally zoned Residential 9,600 (R96) until a City Zone Change (ZC 790) was approved in October 2006. The zone changed to Neighborhood Commercial (NC). With the adoption of the City's zoning update in 2021, the site was transitioned into the current CMU1: Corridor Mixed-Use 1 zoning district.

The CMU1 district is intended to accommodate a variety of commercial and mixed-use developments along transportation corridors. The zoning promotes walkable, bike-able, and transit-friendly design, while also allowing for auto-oriented commercial uses such as gas stations. The ground floors along major corridors are encouraged to support commercial activity. Drive-through facilities require Special Review approval in the CMU1 district when adjacent to or across an alley from a neighborhood residential zone to evaluate site-specific impacts and ensure compatibility with surrounding land uses.

The property fronts State Avenue, a minor arterial roadway that serves as a primary east-west corridor in south Billings. The average daily traffic (ADT) volume on State Avenue just west of the site is approximately 10,530 vehicle trips per day, making the corridor a viable location for neighborhood-serving commercial development. The site will have direct access from State Avenue, with secondary access via Van Buren Street to the east. The intersection of Van Buren and State Avenue is a stop controlled intersection and all turning movements are allowed.

The surrounding area includes a mix of residential and commercial uses. Directly to the north across State Avenue, east and south is neighborhood residential zoning and is developed for single-family homes, while to the west along State Avenue are established commercial uses, including a Family Dollar (4188 State Ave) and the Ace Hardware (4170 State Ave). This commercial presence helps reinforce the corridor's role as a retail and service destination for the neighborhood and supports the appropriateness of the proposed development.

## APPLICATION DATA

OWNERS: Nestor Nava Chavez
AGENT: Taylor Kasperick, Performance Engineering
PURPOSE: A special review request to allow a drive through service adjacent to a residential zone district, in a Corridor Mixed Use 1 (CMU1) zone. A pre-application neighborhood meeting was held on March 25, 2025, at 6:00 pm at the Billings Library. Tax ID: D01590.
LEGAL DESCRIPTION: S09, T01 S, R26 E, C.O.S. 3691, TR 1
ADDRESS: 4140 State Ave
EXISTING LAND USE: Vacant
PROPOSED LAND USE: Two tenant building for a laundromat and a drive-through food service restaurant
EXISTING ZONING: CMU1
SIZE OF PARCEL: 21,958 sq ft

## SURROUNDING ZONING & LAND USE

NORTH: N1 - First Neighborhood Residential
Land Use: Residential
SOUTH: N1 - First Neighborhood Residential
Land Use: Residential
EAST: N1 - First Neighborhood Residential
Land Use: Residential
WEST: CMU1 - Corridor Mixed Use 1
Land Use: Ace Hardware

The zoning code has a variety of considerations and findings before a special review use can be considered acceptable at a particular location. The requirements are set forth in Section 27-1623.D as follows:

1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any;
2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
3. The site is adequate for the proposed use and has the topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.
4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
6. Conditions necessary to protect the public health, safety, and general welfare can be established, including but not limited to conditions on:
    (a) Regulation of the use;
    (b) Special setbacks, buffers, or screening;
    (c) Surfacing of parking areas;
    (d) Street, alley, or service road dedications, improvements, or bonds;
    (e) Regulation of points of vehicular ingress and egress;
    (f) Regulation of signs;
    (g) Regulation on the performance of the site, including noise, vibration, and odors;
    (h) Regulation of the hours of activities;
    (i) Timeframe for development
    (j) Duration of use; and
    (k) Update to existing structures or sites to bring the facility closer to compliance with the current building or site development standards including but not limited to signage, landscaping, parking lot landscaping, doors and windows on the street facades of buildings, or other site and building standards; and
    (l) Other relevant conditions that will ensure the orderly development of the site.
7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;
8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets; and
9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.

## STAKEHOLDERS

The applicant conducted a pre-application neighborhood meeting on March 25, 2025. No surrounding property owners attended the meeting. Planning staff prepared and mailed the public hearing notice to surrounding property owners, published a legal ad and posted the property with the Zoning Request sign. Planning staff received no communication on the application from the surrounding owners or the public as of the writing this report.

### City Zoning Commission Public Hearing May 6, 2025

The Zoning Commission held its public hearing on May 6, 2025, and received the staff recommendation and testimony from the applicant's agent, Taylor Kasperick of Performance Engineering. No other testimony fromt he applicant or agent was received. Commissioner Goss asked about the traffic flow through the drive-through, and the agent clarified that vehicles would circulate counterclockwise. Mr. Kasperick also explained that the building was being constructed to include a laundromat, which is an allowed use by right, and the remaining portion of the structure was being left open for future use at the time the building permit was issued. He also noted that drive-through elements were intentionally placed on the side of the building away from residential homes to the south. Commissioner Goss inquired about the lack of a buffer to the east. Staff explained that the right-of-way along Van Buren Avenue acts as a buffer, and a special review is only required when the proposed drive-through is adjacent to or across an alley from

residential zones--not across a full street. Commissioner Goss also asked whether a traffic impact study had been completed, and staff responded that this would be addressed by the City Engineering Division during the building permit review. Further, Commissioner Goss asked for the location of the drive-through pickup window, which the agent confirmed is on the north side of the building, facing State Avenue. When asked about the dumpster location, the agent stated it would be in the southeast corner of the site and referred to the site plan. This location was approved by city staff during the original building permit. There were no additional questions.

The application was then opened for public comment. There were no comments on the application. The public comment period was then closed. Commissioner Megorden moved to recommend conditional approval and adoption of the findings for the review criteria. The motion was seconded by Commissioner Mulvaney and approved unanimously on a 4-0 vote. Commissioner McCall was absent.

## ALTERNATIVES

The City Council may take one of the following actions:

- Conditionally approve and adopt the proposed findings for Special Review 999 as submitted by the Zoning Commission;
- Deny and adopt different findings of the review criteria for Special Review 999;
- Delay action of the application 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 application.

The applicant has not requested a delay or withdrawal of the application.

## FISCAL EFFECTS

The Planning Division budget will not be affected by either approval or denial of the requested special review.

## SUMMARY

## PROPOSED FINDINGS OF THE REVIEW CRITERIA (27-1623.D and E)

Prior to making a decision the City Council shall consider the following proposed findings as recommended by the City Zoning Commission:

**1. The special review use is consistent with the City's growth policy and applicable neighborhood plans, if any.**

*Essential Investments*

- Infill development and development near existing City infrastructure may be the most cost-effective.

The proposed special review supports the redevelopment of an underutilized parcel along a key commercial corridor that is already served by public infrastructure. By encouraging infill development within the city limits, this project maximizes the use of existing streets, utilities, and public services, thereby reducing the need for costly expansion of city infrastructure. The location along State Avenue ensures that the business will be accessible to a broad range of users traveling by vehicle, foot, or bicycle.

*Strong Neighborhoods*

- Neighborhoods that are safe and attractive and provide essential services are much desired.

This development introduces new, neighborhood-serving commercial uses--specifically a laundromat and food service--that provide convenience to nearby residents. The site is within walking distance of several homes, making it a practical option for those without regular access to a vehicle. Conditions of approval, such as privacy fencing, directional lighting, and limits on hours of operation, will help ensure that the project respects and protects the character of the adjacent residential neighborhood, maintaining safety and comfort for nearby residents.

*Prosperity*

- A diversity of available jobs can ensure a strong Billings economy.
- Successful businesses that provide local jobs benefit the community.

The proposed project will create new commercial space, supporting both short-term construction jobs and long-term employment opportunities within the laundromat and food service business. These types of neighborhood-scale businesses not only contribute to the local economy but also enhance community resiliency by offering essential, everyday services close to where people live. This contributes to the economic vitality of the South Billings area and aligns with the City's goals for job creation and small business support.

**2. The establishment, maintenance, or operation of the special review use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.**
The proposed laundromat and food service facility with a drive-through has been designed to minimize potential negative impacts on public health, safety, and the general welfare, particularly given its location adjacent to residential zoning. The site layout, traffic circulation, and operational features have been carefully considered to promote compatibility with surrounding uses and ensure safe and efficient site operations.

The project includes a dedicated drive-through lane with stacking capacity for five (5) to six (6) vehicles, which is sufficient to prevent queuing onto the public right-of-way. This design will help to reduce the potential for traffic congestion on State Avenue and improves overall safety for both motorists and pedestrians. The circulation design further distinguishes between customer and delivery vehicle movements, reducing internal traffic conflicts and promoting a safer, more organized flow on-site.

With these site features and appropriate conditions of approval in place, the proposed use can operate in a manner that is not detrimental to the health, safety, or comfort of the surrounding neighborhood.

**3. The site is adequate in size for the proposed use and has topography to accommodate the use while meeting the other requirements of this Zoning Code, including zone district dimensions, landscaping requirements, and parking.**
The subject property at 4140 State Avenue is approximately 21,958 square feet (0.50 acres) and is zoned Corridor Mixed Use 1 (CMU1). The CMU1 district is intended to accommodate a variety of commercial and mixed-use developments along key corridors and permits drive-through facilities with special review approval. The proposed development, which includes both a laundromat and a drive-through food service restaurant, is consistent with the scale and intent of uses allowed in the district.

The site is relatively flat and does not present any known topographical or environmental constraints that would limit development. The submitted site plan demonstrates compliance with all applicable dimensional standards of the CMU1 zone, including building setbacks, lot coverage, height allowances, and landscaping buffers.

**4. The special review use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**
The proposed drive-through food service facility is located within the CMU1 zoning district and is adjacent to both commercial and residential uses. The use is consistent with the intent of the CMU1 zone, which accommodates commercial uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking, and is also compatible with adjacent residential uses. There is no indication that new development on this property would negatively affect or reduce property values in the surrounding neighborhood.

**5. The special review use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**
The proposed laundromat and food service facility with a drive-through is located within the Corridor Mixed Use 1 (CMU1) zoning district, which is designed to accommodate a wide range of commercial and mixed-use developments along key transportation corridors. The proposed use aligns with the district's intent to encourage development that is both walkable and accessible, while also accommodating drive-through facilities when their potential impacts are appropriately addressed through the special review process.

The property is adjacent to both residential and commercial uses. Residential zoned properties are located directly to the south, while commercial uses such as Family Dollar and Ace Hardware are located just to the west along State Avenue. Other residential uses and zones are separated by streets (Van Buren and State Avenue). This mix of uses reflects the transitional nature of the corridor and supports the introduction of compatible commercial services that also serve nearby residents.

**6. Conditions necessary to protect the public health, safety, and general welfare can be established.**
Staff recommends the following conditions of approval for this project based on the findings of the review criteria:

1. The special review approval is limited to Tract 1 of C.O.S 3691, generally located at 4140 State Avenue.

2. The special review is for the construction and operation of a drive through service window on the north side of the laundromat and food service building. No other use is intended or implied.
3. The drive through service window will not be open 24-hours a day. Hours of operation will be submitted for approval at the time of building permit application. Hours of operation should not occur before 5 am or after 10 pm on a daily basis.
4. Any outdoor announcement system associated with the drive through service window shall not be audible at any property line.
5. No internally illuminated signage will be placed on any wall parallel to the south property line.
6. A sight-obscuring fence shall be placed on the south property line to buffer the residential zoned property.
7. The proposed development shall comply with all other limitations of Section 27-1613 of the Zoning Regulations concerning special review uses, and all other City of Billings regulations and ordinances that apply.
8. These conditions of special review approval shall run with the land described in this authorization and shall apply to all current and subsequent owners, operators, managers, lease holders, heirs and assigns.

**7. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.**
Any new construction on the site will follow applicable building codes, engineering standards, and all zoning requirements will be followed.

**8. Adequate measures have been or will be taken to provide ingress and egress to minimize traffic congestion in public streets.**
There are two existing accesses to the site that are provided from State Avenue and Van Buren Avenue. These accesses will be updated and improved with the development of this parcel.

**9. The special review use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the city council.**
The proposed development meets all other zoning code requirements, and no variances are needed or required.

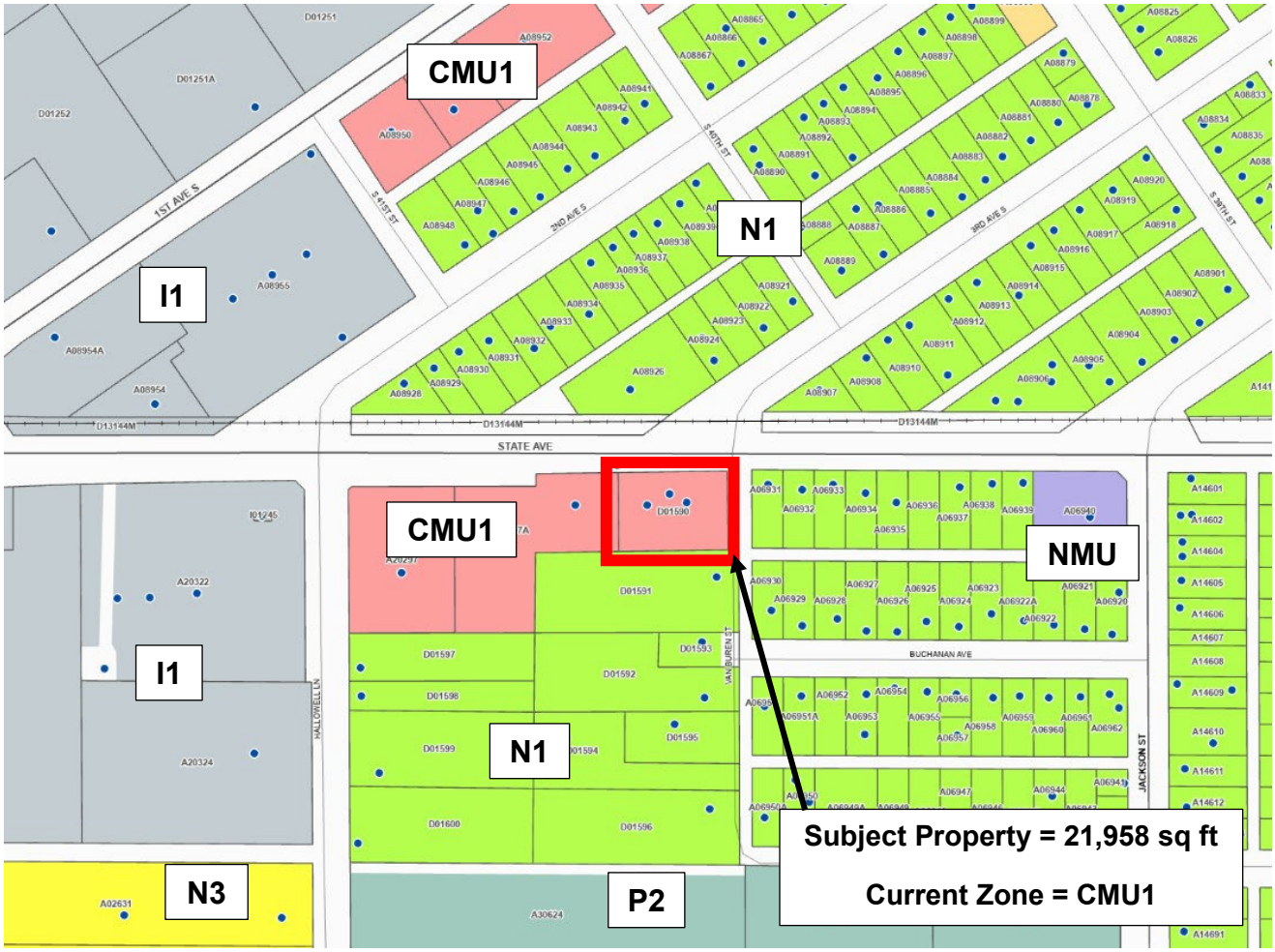
---

**Attachments**

Zoning Map & Site Photos
Drive Thru Site Plan
Zoning History
Preapplication Meeting Information
Application & Applicant Letter

City Special Review 999 – 4140 State Ave. – Drive Through Service – A special review request to allow a drive through service adjacent to residential zone districts for a new laundromat facility, in a Corridor Mixed Use 1 (CMU1) zone

Zoning Map and Site Photos



STATE AVE
BUCHANAN AVE
1ST AVE S
CANNONBALL LN
CANNONBALL
JACKSON ST
A20331
A20297
A20297A
A20322
A20324
A10830
A20631
A30624
D01245
D01252
D01253
D01251A
D01597
D01598
D01599
D01600
D01601
D01602
D01603
D01604
D01605
D01606
D01607
D01608
D01609
D01610
D01611
D01612
D01613
D01614
D01615
D01616
D01617
D01618
D01619
D01620
D01621
D01622
D01623
D01624
D01625
D01626
D01627
D01628
D01629
D01630
D01631
D01632
D01633
D01634
D01635
D01636

Subject Property

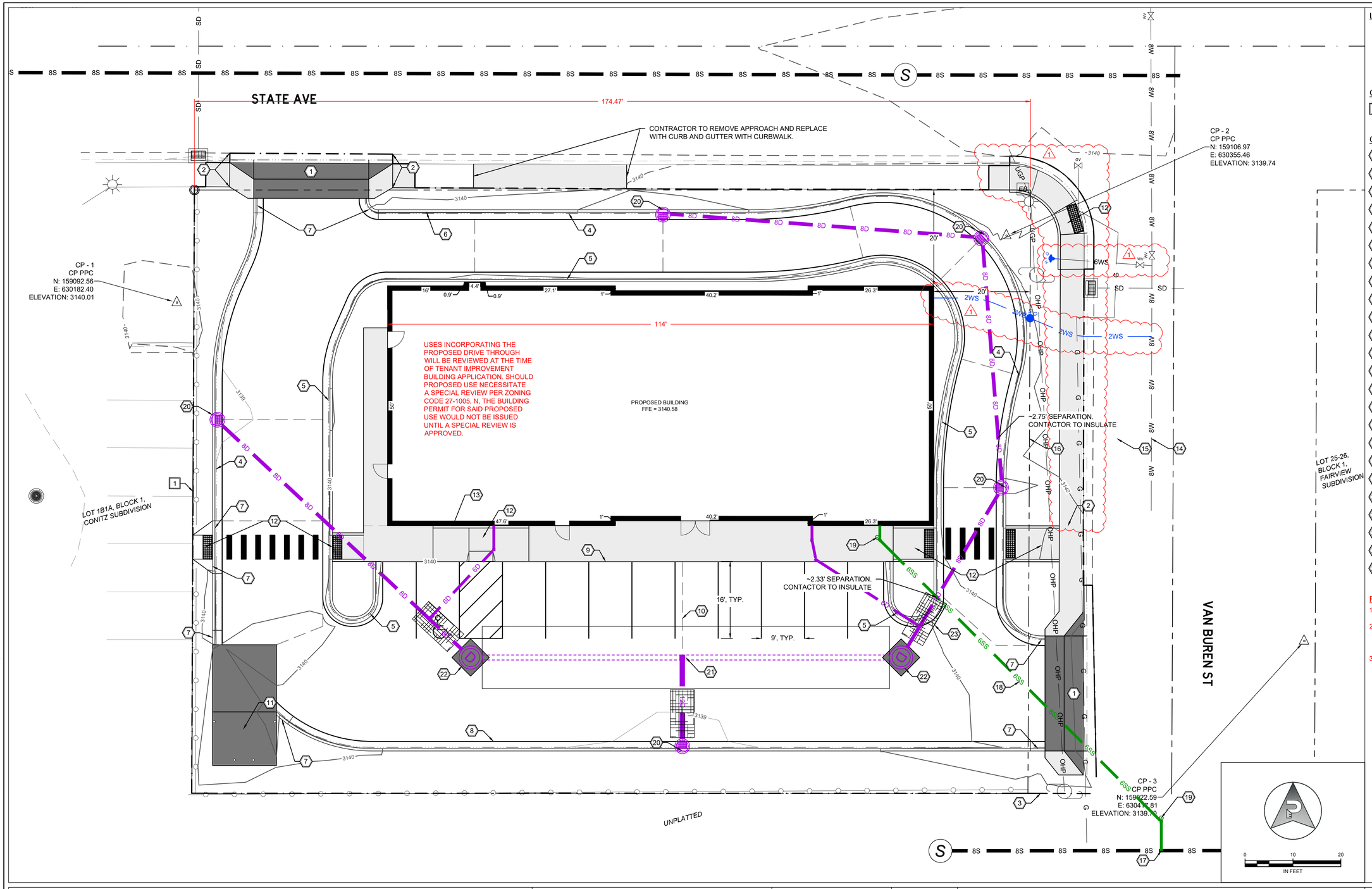
Looking east down State Avenue

Looking north across State Avenue

Looking west down State Avenue

Looking southwest from the State Avenue

Looking south from State Avenue




## LEGEND

- PROPOSED CONCRETE SIDEWALK
- PROPOSED CONCRETE DRIVE

## GENERAL NOTES

1. PROPERTY LINE, TYP.

## CONSTRUCTION NOTES

1. CURBWALK DRIVE APPROACH
2. TIE TO EXISTING CURB AND GUTTER AND/OR SIDEWALK
3. GRADING EXTENTS
4. CATCH CURB
5. SPILL CURB
6. TRANSITION CURB
7. CURB TAPER
8. EDGE OF ASPHALT
9. THICKENED EDGE SIDEWALK
10. GRADE BREAK, TYP.
11. DUMPSTER ENCLOSURE
12. ADA RAMP
13. ADA PARKING SIGN, SEE SHEET C5.00 FOR DETAIL
14. CONNECT TO EXISTING WATER MAIN.
15. WATER SERVICE, SEE PLAN FOR SIZE.
16. CURB STOP
17. CONNECT TO EXISTING SANITARY SEWER MAIN
18. SANITARY SEWER SERVICE, SEE PLAN FOR SIZE.
19. SANITARY SEWER CLEANOUT, SEE SHEET C5.01 FOR DETAIL.
20. DEPRESSED CURB INLET, TYP.
21. BOULDER PIT, SEE SHEET C5.01 FOR DETAIL
22. STORM MANHOLE, TYP.
23. TRENCH PLUG, TYP.
24. RELOCATED HYDRANT

## REVISION 1 NOTES

1. EXISTING HYDRANT RELOCATED BEHIND SIDEWALK.
2. SIDEWALK TO BE REMOVED AND REPLACED ALONG VAN BUREN ST. ADA RAMP TO BE REMOVED AND REPLACED IN ACCORDANCE WITH CITY STANDARDS.
3. WATER SERVICE LOCATION REVISED TO ALIGN WITH MEP DRAWINGS.

| REVISIONS | | | | |
|---|---|---|---|---|
| NO. | DESCRIPTION | DATE | BY | CHECKED BY |
| 1 | REVISIONS PER COB COMMENTS | 10/22/2024 | BGR | TJK |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

**PERMIT SET**

PERFORMANCE ENGINEERING
608 NORTH 29TH STREET
BILLINGS, MT 59101
(406) 384-0080
performance-ec.com

MONTANA
TAYLOR JAY KASPERICK
No. 51253 PE
8-29-24
LICENSED PROFESSIONAL ENGINEER

BGR DESIGNED BY
DLD DRAWN BY
07/2024 DATE
QUALITY ASSURANCE
TJK CHECKED BY
07/2024 DATE

# NESTOR COMMERCIAL SITE

4130 STATE AVE BILLINGS, MT 59101

## PROPOSED SITE MAP

PROJECT NUMBER 2024-018
SHEET NUMBER 5 OF 9
DRAWING NUMBER C2.01

COPYRIGHT 2024 ©

PE STANDARD.CTB
11/5/2024 11:43:12 AM
Z:\AT Architecture\2024-018 Nestor Commercial Site\CAD\DWG\Plan Set\(2) Site Maps\24-018 Proposed Site Map.dwg

Zoning History for City SR 999 – 4140 State Ave

| SUBJECT PROPERTY | Special Review | DATE | FOR | APPROVED (Y/N) | ADDITIONAL DATA |
|---|---|---|---|---|---|
| None | | | | | |
| **SURROUNDING PROPERTY** | **Special Review** | **DATE** | **FOR** | **APPROVED (Y/N)** | **ADDITIONAL DATA** |
| 2202 Central Ave | 966 | 6/26/2018 | A drive through food service across an alley from a residential zone | Y | Little Ceasars Drive Through |
| 1025 N 27th St, 2601 10th Ave N, & 1010 N 26th St | 959 | 11/29/2017 | Two drive through banks adjacent to a residential zone | Y | Opportunity Bank |
| 54th St W & Grand Ave | 952 | 1/24/2017 | A drive through pharmacy adjacent to a residential zone | Y | Alberston's Pharmacy |
| 1335 Golden Valley Circle | 932 | 10/27/2015 | A drive through coffee place | Y | City Brew |
| 819 Grand Ave | 920 | 1/13/2015 | A drive through coffee service adjacent to a residential zone | Y | Off the Leaf |
| 910 Grand Ave | 915 | 1/30/2014 | A drive through café service across an alley from a residential zone | Y | Starbucks |
| 3133 Central Ave | 891 | 9/13/2011 | A drive through across the alley from a residential zone | | |
| 2434 Central Ave | 877 | 5/27/2009 | A drive through service adjacent to a residential zone | Y | Burger King |
| 2156 Central Ave | 876 | 5/27/2009 | A drive through service adjacent to a residential zone | Y | |
| 1212 Grand Ave | 873 | 1/27/2009 | A drive through service across an alley from a residential zone | Y | Alberston's Pharmacy |
| 615 & 617 Central Ave | 857 | 6/3/2008 | A drive through service adjacent to a residential zone | Y | CVS Pharmacy |
| 952 Central Ave | 843 | 4/23/2007 | A drive through service adjacent to a residential zone | | Rimrock Credit Union |
| Grand Ave & Zimmerman Tr | 831 | 1/8/2007 | A double drive through adjacent to a residential zone | Y | Walgreen's Pharmacy |
| 1447 Grand Ave | 818 | 7/25/2006 | A drive through service adjacent to a residential zone | Y | Rocky Mountain Bank |
| 1600 Main St | 808 | 4/27/2006 | A drive through service adjacent to a residential zone | Y | Walgreen's Pharmacy |
| 1045 Grand Ave | 803 | 2/8/2006 | A drive through service adjacent to a residential zone | Y | Dairy Queen |
| 2223 Central Ave | 732 | 1/7/2003 | A drive through service adjacent to a residential zone | Y | Little Horn State Bank |

PERFORMANCE ENGINEERING
3412 Colton Boulevard, Suite 202 • Billings, MT 59102 • (406) 384-0080

March 18, 2025

Dear Interested Neighbor,

This letter is being provided on behalf Nestor Chavez (Owner) by *Performance Engineering, LLC* to inform you of a special review pre-application neighborhood meeting being held on **Tuesday, March 25th**, at **6:00 p.m at Billings Public Library in the Computer Classroom. The address for Billings Public Library is 510 North Broadway, Billings, Montana, 59101.**

Said pre-application meeting will be held to discuss the owner's plan to construct a drive-through restaurant with indoor seating within a tenant space located within a building being constructed on Tract 1 of Certificate of Survey 3691.

The owner is requesting that the property shown on the attached exhibit (Exhibit 1) and described below be provided a special review to allow for a drive-through restaurant with indoor seating. The proposed used is allowed by the City of Billings Zoning Code within the underlying zone district of Corridor Mixed Use 1 (CMU1); however a special review must be conducted on the proposed use when it is located adjacent to residential zone districts.

> **Tract 1 of Certificate of Survey No. 3691, located in Billings, Montana. The lot is a total of 0.504 acres, generally located on the southwest corner of State Avenue and Van Buren Street.**

The intent of the meeting is to make neighboring property owners aware of the intent to construct a drive-through restaurant with indoor seating within a tenant space located within a building being constructed, discuss any concerns with the proposed use, and to answer questions about the project. The property is located in a **Corridor Mixed Use 1 zoning district**. The special review application will be presented to the *City of Billings* to accommodate the proposed use on the lots.

Representatives for *Performance Engineering, LLC* will be representing the owner at the meeting to answer questions from those who attend. For those unable to attend, written letters can be directed to Performance Engineering at **3412 Colton Boulevard, Suite 202, Billings, MT 59102**, attention Taylor Kasperick, PE, or emails may be sent to taylor@performance-ec.com. We look forward to discussing the proposed zoning change with you and hope to see you on **March 25th.**

Sincerely,

Taylor Kasperick

Taylor Kasperick, PE
Project Manager

# City Special Review Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form and any attachments along with a completed Special Review application packet, including any required fees, for a Special Review to be processed by the Planning Division.

1. Present Zoning: CMU1
2. Written description of the Special Review including existing conditions and proposed development:
   The proposed use (restaurant w/ drive-through) is adjacent to residential zoning (N1)
3. Subject Property Map: please attach to this form
4. Legal Description of Property:
   Tract 1, C.O.S. 3691, S09, T01 S, R26 E
5. Neighborhood Task Force Area: Yes /// No . If Yes, Name of Task Force and mailing address of Chairperson: _____
6. Roster of persons who attended the pre-application neighborhood meeting: please attach to this form
7. A copy of the meeting notice. please attach to this form
8. A brief synopsis of the meeting results including any written minutes or audio recording. please attach to this form
9. The undersigned affirm the following:
   1) The pre-application neighborhood meeting was held on the 25th, day of March, 2025.
   2) The Special Review application is based on materials presented at the meeting.

Owner (s): Nestor Nava Chavez Telephone: _____

Address: 6303 Skycrest Drive Email: _____

Billings, MT 59106

Agent (s): Performance Engineering Telephone: (406) 384-0080

Address: 3412 Colton Blvd. Suite 202 Email: taylor@performance-ec.com

Billings, MT 59102

PROJECT TITLE
TRACT 1 OF COS NO. 3691

SHEET TITLE
SPECIAL REVIEW EXHIBIT

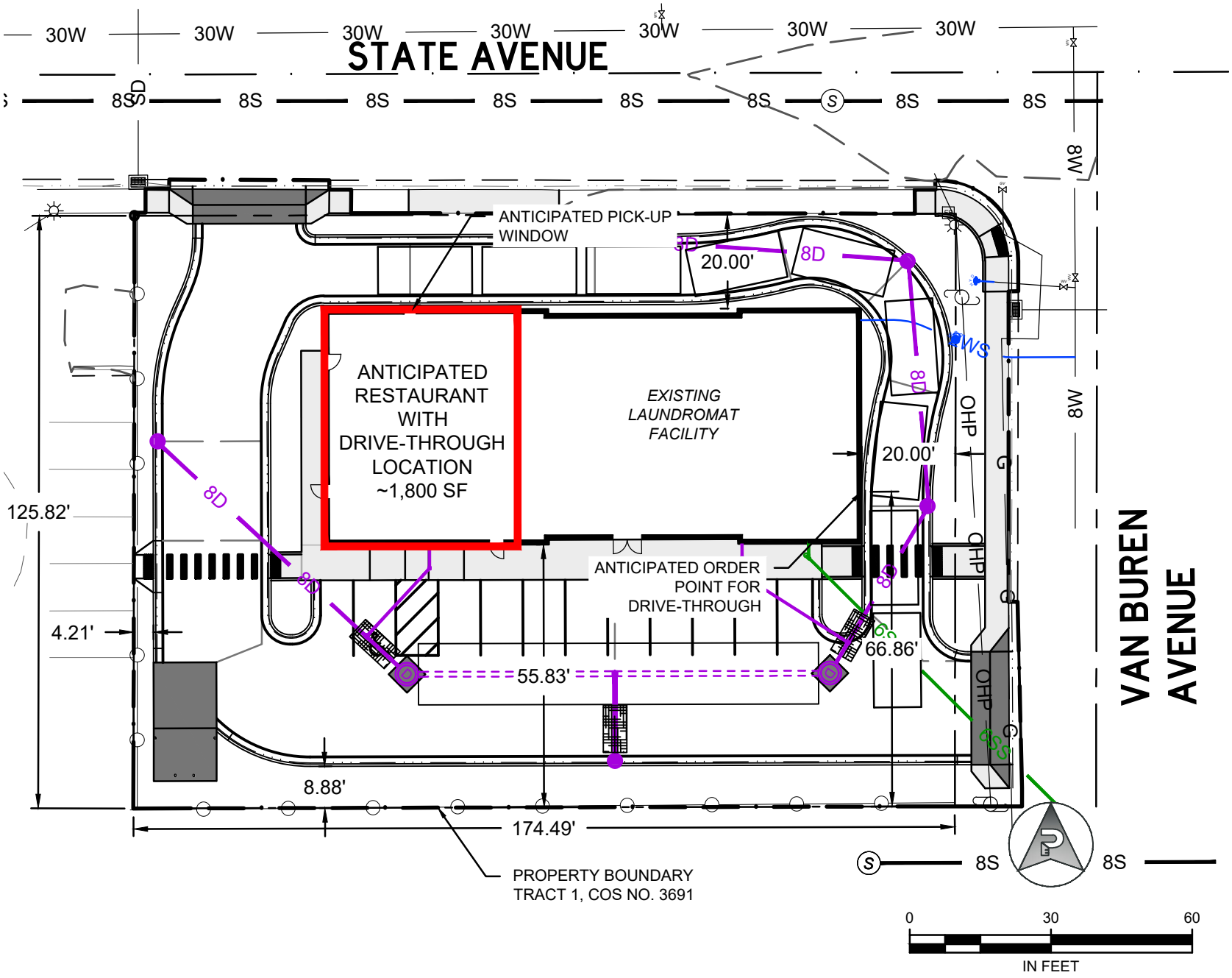
DRAWN BY XXX
DATE MAR 25
CHECKED BY XXX

CLIENT
NESTOR CHAVEZ
4140 STATE AVENUE
BILLINGS, MT

PERFORMANCE ENGINEERING
608 NORTH 29TH STREET
BILLINGS, MT 59101
(406) 384-0080
www.performance-ec.com

EXHIBIT
EX 1

COPYRIGHT 2021 ©



**Pre-Application Neighborhood Meeting Minutes and Roster – Special Review Application**

Property: Tract 1, Certificate of Survey No. 3691, Section 09 Township 01S Range 26E

**Attendees:**

- *None*

**Meeting Notes:**

- A presentation was prepared by Performance Engineering's (PE's) Taylor Kasperick. The presentation materials are provided with this submittal. The purpose of the presentation was to allow community members to learn and discuss the proposed project, ask questions, and offer feedback.
- On Tuesday, March 25th, 6:00p.m., no members of the public or neighbors who were sent meeting notices attended the meeting. No discussions or community input were gathered based on the absence of attendees. Members of the public and those who were provided notice of the project and meeting were encouraged to write letters or emails if unable to attend; however, no letters have been received to date.



406-384-0080
3412 Colton Blvd. Suite 202
Billings, MT 59102
performance-ec.com

CITY SPECIAL REVIEW

# CITY SPECIAL REVIEW APPLICATION FORM

City Special Review# 999 - Project #_____

The undersigned as owner(s) of the following described property hereby request a Special Review as outlined in the City of Billings Zoning Regulations.

Present Zoning: CMU1

Special Review Requested: Drive-through is adjacent to residential zone districts

TAX ID# D01590 CITY ELECTION WARD # 1

Legal Description of Property: Tract 1, C.O.S. 3691, S09, T01 S, R26 E

Address or General Location (If unknown, contact City Engineering): 4140 State Ave

Size of Parcel (Area & Dimensions): 0.5 Acres
126-feet x 175-feet

Present Land-Use: Laundromat Facility
Laundromat Facility

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

Owner(s): Nestor Nava Chavez
(Recorded Owner)

6303 Skycrest Drive, Billings, MT 59106
(Address)

406 855-4356 nestor1chavez@gmail.com
(Phone Number) (email)

Agent(s): Performance Engineering
(Name)

3412 Colton Blvd. Suite 202, Billings, MT 59102
(Address)

(406) 384-0080 taylor@performance-ec.com
(Phone Number) (Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Special Review. Also, I attest that all the information presented herein is factual and correct.

Signature: Nestor Nava Chavez Date: 3/31/2025
(Recorded Owner – digital signature allowed)

PERFORMANCE ENGINEERING
3412 Colton Blvd. Suite 202 • Billings, MT 59102 • (406) 384-0080

# Tract 1, Certificate of Survey No. 3691

## City Special Review Written Statement

- ✓ Consistent with the goals and policies of the adopted Growth Policy

The addition of a drive-thru restaurant and indoor seating aligns with the adopted growth policy by promoting safe, accessible, and attractive neighborhoods that provide essential services. This development supports a cost-effective and well-connected transportation system, by offering convenient dining options while maintaining the economic vitality of the community. Thoughtful site planning, including landscaping and pedestrian connectivity, enhances the visual appeal and livability of the area while ensuring public safety. Additionally, the project's proximity to existing infrastructure makes it a cost-efficient investment that supports long-term sustainability and property value stabilization.

- ✓ Adequate in size and location to accommodate the proposed use while still meeting all of the zone district requirements such as landscaping and parking

The proposed use allows to "accommodate commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking." A special review is required due to the site's proximity to residential zoned areas; however, the location and size of the space ensures compliance with all zoning requirements, including landscaping, parking, and buffering standards.

- ✓ Compatible with nearby uses and how the applicant intends to mitigate any potential impacts

The proposed use is compatible with the adjacent residential zoning as it is designed to minimize impacts on nearby residential properties. The drive-through order point faces Van Buren Street corridor, vehicle queue/circulation is directed toward the far side of the property, adjacent to State Avenue, reducing potential disruptions to residential areas to the south and to the east. Additionally, the applicant will incorporate CMU1 to N1 buffering measures such as landscaping, fencing, and proper lighting to further mitigate noise, light, and traffic concerns.

- ✓ Will not impede the normal improvement of surrounding property

The proposed use will not impede the normal improvement of the surrounding property, as it is strategically located in a mixed-use area with both commercial and residential influences. Positioned just south of BNSF Railroad, west of existing residences, and east of established commercial businesses such as Ace Hardware, and Family Dollar, the site is well-suited for commercial activity. The development is

designed to ensure smooth traffic flow, adequate buffering, and compliance with zoning requirements, preventing any negative impact on nearby residential properties.

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | City Zone Change 1065 - 1440 Governors Blvd - From P2 to NX1 - Public Hearing 1st Reading |
| **Presented by:** | Tate Johnson, Planner 1 |
| **Department:** | Planning & Community Services |
| **Presentation:** | Yes |
| **Legal Review:** | Not Applicable |
| **Project Number:** | PZX-25-00048 |

## RECOMMENDATION

The Zoning Commission is recommending approval of Zone Change 1065 and adoption of the findings of the 10 review criteria.

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

This is a zone change request for 1440 Governors Boulevard, a 2.557-acre parcel currently zoned Public 2 -- Public, Civic, and Institutions (P2). The property is undeveloped and fronts onto Governors Boulevard. The proposed zoning of Mixed Residential 1 (NX1) will allow for the development of 1- to 4-unit dwellings, including detached single-family homes. The applicant intends to pursue a single-family residential development that will provide workforce housing in alignment with the City's housing goals.

In 1985, this parcel underwent a zone change from the Public (P) zone to Residential 9,600 (R-96), a zoning district was intended to promote primarily a single-family residential environment on lots that are served by public water and sewer service. With the adoption of the new zoning code, the parcel was reclassified as P2, a zone primarily intended for public, civic, and institutional uses.

The surrounding area is predominantly residential, with Mixed Residential 2 (NX2) zoning to the north, Suburban Neighborhood (N3) zoning to the south, state-owned vacant land to the west, and Castle Rock School to the east. The proposed NX1 zoning provides a compatible transition between these residential districts and supports infill development in an area already served by existing infrastructure, including water, sewer, and public transportation.

Traffic volume on Governors Boulevard just south of Wicks Lane is approximately 6,350 vehicle trips per day. The traffic volume at the intersection of Governors Boulevard and Constitution Avenue is approximately 2,430 vehicles per day. These traffic counts are based on a three-year rolling average, taken during off-school times, and do not account for peak hours or special events. The proposed development of 18 to 30 single-family homes is expected to generate additional traffic. According to the Institute of Transportation Engineers (ITE) Trip Generation Manual, a typical single-family detached home generates approximately 10 vehicle trips per day. Based on this estimate, the development could add approximately 160 to 300 daily vehicle trips to the local network, depending on the final unit count. If total daily trips exceed 500 average daily trips (ADT), a traffic impact study would be required by the city if the site is developed using a master site plan process. At this time, the projected traffic increase is expected to be manageable within the existing street capacity but will be evaluated further during the site development process. The current Safe Routes to School program is funding a pedestrian crossing upgrade for the intersection to the north (Wicks Lane and Governors Boulevard). The project will increase safety for students walking or biking to school (Castle Rock or Skyview).

The proposed residential development at 1440 Governors Boulevard aims to provide affordable workforce housing through the construction of single-family homes on an underutilized parcel. The project will introduce 18 to 30 single-family dwellings, consistent with the NX1 zoning district, and will include supporting infrastructure as required by the engineering code, building code, and zoning code. As the demand for diverse and attainable housing options continues to grow in Billings, this development is intended to serve working individuals and families while maintaining compatibility with the surrounding residential neighborhood. The proposed zone change will allow for modestly higher residential density in a manner that complements existing land use patterns. Improvements such as new pedestrian connections and compliance with the City's storm water and transportation standards will enhance overall neighborhood connectivity and livability.

## APPLICATION DATA

OWNER: School District #2

AGENT: Dax Simek, PE -- Stahly Engineering & Associates, Inc
LEGAL DESCRIPTION: S21, T01 N, R26 E, C.O.S. 1105, PARCEL 5C, & TR 7 AMD
ADDRESS: 1440 Governors Boulevard
CURRENT ZONING: P2 - Public, Civic, and Institutions
PROPOSED ZONING: NX1 - Mixed Residential 1
EXISITING LAND USE: Vacant Land
PROPOSED LAND USE: Single Family Detached Housing Units
SIZE OF PARCEL(S): 2.557 Acres

### SURROUNDING LAND USE & ZONING:
NORTH: NX2 - Mixed Residential 2 (multi-family housing)
SOUTH: N3 - Suburban Neighborhood (single family housing)
EAST: P2 - Public, Civic, and Institutions (Castle Rock Middle School)
WEST: NX2 - Mixed Residential 2 (vacant land)

The Planning staff reviewed the application and drafted findings for the 10 review criteria for the zone change. The staff recommended approval to the Zoning Commission and it concurred with this recommendation. The request is consistent with the goals of the 2016 Growth Policy, which supports infill development, efficient use of existing infrastructure, and the creation of diverse and affordable housing options. The proposed zoning will facilitate the development of workforce housing on an underutilized parcel, helping to meet a critical housing need in the community. Additionally, the NX1 designation is compatible with surrounding zoning districts and existing residential land uses, ensuring a smooth transition within the neighborhood context. The proposed zoning on the subject parcel is compatible with the adjacent zoning and land uses.

### STAKEHOLDERS
The applicant, School District #2, represented by Stahly Engineering and in partnership with the developer LiveAble, LLC (John Dunlap), held a pre-application neighborhood meeting on March 20, 2025, at Castle Rock Middle School, on Governors Boulevard to the east of the subject property.

Four neighboring residents attended the meeting. During the discussion, participants asked whether the School Board supported the proposed zone change. The applicant confirmed that the School Board had reviewed and voted in favor of moving forward with the application. Attendees also inquired about the scale of the proposed housing development, to which the developer responded that 18 to 30 single-family homes may be constructed, pending final site layout approval. Questions regarding storm water management were addressed with assurances that the project would comply with all City stormwater regulations and that off-site drainage would be analyzed to mitigate potential flooding risks. One resident asked about the ownership structure, and the developer provided an overview of the workforce housing model proposed for the site. Another question focused on whether there were any plans to expand development onto adjacent State-owned lands to the west, which the applicant stated they are not currently being considered for development.

The agent explained the proposed zone change as a necessary step to provide affordable, single-family housing in an area with access to existing infrastructure and transit services. There were no objections or written comments submitted during or after the meeting.

Planning staff posted the zoning request sign on the property and mailed the 1/4-mile notification list of the pending zone change. In addition, the application details were published on the Planning "current zoning applications" webpage and a legal ad was published in the newspaper of record. Planning staff has received no written comments on the application as of the date of this report.

### City Zoning Commission May 6, 2025
The Zoning Commission held its public hearing on May 6, 2025, and received the staff recommendation and testimony from the applicant's agent, Dax Simek of Stahly Engineering and the developer, John Dunlap. Commissioner Goss asked about access to the property. Mr. Dunlap explained that there would be one main access from the roadway, with individual units accessed via a rear alley. Commissioner Goss then inquired about ownership, and the developer clarified that the homes would be workforce housing, sold to individual owners with the goal of keeping monthly housing costs below 30% of household income. The homes would be single-family units, typically three bedrooms and two bathrooms. Dunlap also explained that the land would be transferred from School District #2 to the Billings Housing Authority, who would then facilitate the sales. Commissioner Goss also asked how the land and common areas would be owned and maintained. The developer noted that the project would go through the condominium process, and an HOA would manage the front yards and shared spaces. Commissioner Mulvaney asked for clarification about workforce housing mortgages, and the developer confirmed they would follow the standard mortgage process, just with alternative terms to meet affordability criteria. Commissioner Goss also asked whether

any special tax determination or abatement was proposed, and Dunlap confirmed there would be none; the property would be taxed like any other.

During the public comment period, three members of the public expressed concerns regarding traffic impacts along Governors Boulevard and the nearby intersection at Wicks Lane. They also raised concerns about the introduction of low-income housing in the neighborhood and lack of notification. Staff explained that state law requires notification within a 600-foot radius, and the speaker's property may have fell outside that boundary.

Commissioner Mulvaney clarified that the project was for workforce housing, not low-income housing, and that it targets residents in public service or similar professions. He also noted that affordability is achieved through mortgage terms rather than reduced sale prices. Commissioner Goss asked how resale and future ownership would be managed. The developer stated that homes would be resold back to the Billings Housing Authority, which would vet new buyers under the same workforce housing criteria.

There were no further questions or testimony. Commissioner Megorden moved to recommend approval of the zone change, and Commissioner Goss seconded the motion. The motion passed unanimously on a 4-0 vote. Commission member McCall was absent from the meeting.

## ALTERNATIVES

The City Council may take one of the following actions:

- Approve and adopt the findings of the ten review criteria for Zone Change 1065 as recommended by the Zoning Commission; or,
- Deny and adopt different findings of the ten review criteria for Zone Change 1065; or,
- Delay action on the zone change request for up to 30 days at the request of the applicant or on its own motion; or
- Refer the application back to the Zoning Commission for an additional public hearing based on 1) new information submitted that the applicant and public have not had an opportunity to examine; or 2) new information has been presented that was never submitted or considered by the Zoning Commission or staff; or
- Allow the applicant to withdraw the zone change request.

The applicant has not requested a delay or withdrawal of the application.

## FISCAL EFFECTS

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

## SUMMARY

Prior to making a decision, the City Council shall consider the following proposed findings as recommended by the City Zoning Commission:

*1. Is the new zoning designed in accordance with the Growth Policy and neighborhood plans?*
The proposed zone change is consistent with the following guidelines of the 2016 Growth Policy.
*Essential Investments*

- Infill development and development near existing City infrastructure may be the most cost effective.

The Growth Policy encourages infill development and development near existing City infrastructure as it is typically the most cost-effective way to grow the community. This zone change promotes infill development on a currently unimproved parcel that lies within city limits and is ready to be served by public utilities. By utilizing existing water, sewer, and transportation infrastructure, the proposed development reduces the need for costly extensions of city services and supports the efficient use of public resources.

*Strong Neighborhoods*

- Zoning regulations that allow a mixture of housing types provide housing options for all age groups and income levels
- Implementation of the infill policy is important to encourage development of underutilized properties

The proposed NX1 zoning allows for the development of single-family detached homes as part of a broader mixed-residential context. This supports a diverse range of housing types and helps to meet the needs of residents across

age groups and income levels. Implementation of the City's Infill Policy is a key strategy in strengthening neighborhoods by reducing sprawl, enhancing the walkability of communities, and promoting the development of underutilized properties. This zone change directly aligns with those goals by enabling new residential opportunities on a vacant lot in an established neighborhood, thereby contributing to neighborhood stability and vitality.

*Home Base*

- A mix of housing types that meet the needs of a diverse population is important.
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe.

The Growth Policy emphasizes the importance of offering a mix of housing options that address the needs of a diverse and growing population. The proposed zone change would enable the construction of affordable single-family homes targeted for workforce housing, an identified need in Billings. These homes would provide new residents with the opportunity to live in safe, healthy, and affordable surroundings. The location--adjacent to transit, schools, and parks--further enhances the livability of the area and supports the broader community goal of housing accessibility.

*2006 Heights Neighborhood Plan Goals*
· Goal: To provide safe, good quality and affordable housing in the Heights. Develop housing patterns that are compatible with existing neighborhoods. Encourage high-density, multi-family development along arterial routes. Maintain similar housing in established neighborhoods.

The requested NX1 zoning district enables the development of single-family homes intended for workforce housing, directly addressing the need for more affordable housing options in the area. The site is well-located--near schools, parks, and transit--and its development will contribute to neighborhood safety, stability, and accessibility. The proposed housing type is also compatible with the established residential pattern to the south and east, which consists of single-family homes on standard urban lots.

The Heights Neighborhood Plan encourages high-density multifamily development along arterial routes, it also emphasizes the importance of maintaining similar housing types within established neighborhoods. This proposal honors that balance by introducing new single-family units at a slightly higher but compatible density, supporting affordability without disrupting the character of the surrounding neighborhood. Infill development on this parcel ensures that underutilized land is brought into productive use in a manner that complements the existing built environment and contributes positively to the broader community fabric of the Heights.

*2. Is the new zoning designed to secure from fire and other dangers?*
The new zoning, as do all zoning districts, provides adequate building separations to provide security from fire and other dangers. Any new construction on the site will follow applicable building codes, engineering standards for storm water control, connection to city services and parking lot construction. All zoning requirements will be followed.

*3. Whether the new zoning will promote public health, public safety and general welfare?*
Public health and public safety are promoted by the proposed zoning. New construction on the site will follow engineering code, building code, and zoning code requirements to ensure and promote public health, public safety and general welfare.

*4. Will the new zoning facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements?*
*Transportation:* The site is located along an existing Billings MET route (West Heights Circulator 18), providing accessible public transportation options for future residents. There is MET bus stop 1813 right in front of the subject parcel. It is anticipated that this development will add additional trips to Governors Boulevard and the surrounding street network. If the project results in an ADT of 500 or more trips per day, a traffic impact study will be required.

*Water and Sewer:* Existing public water mains are available on Governors Boulevard. The development can connect directly to this infrastructure, requiring no additional City infrastructure.

*School and Parks:* The site is located within an established school district (School District #2, also the current landowner), and nearby schools already serve the surrounding residential area. The addition of up to 30 homes is not anticipated to have a significant effect on school capacity. Any potential impact will largely depend on the composition of households and the number of school-aged children among the new residents. The proposed development will maintain access to nearby parks already serving the Heights area. The application does not propose removing any dedicated park space.

*Fire and Police:* The subject property will be served by city public safety services. The Police and Fire Departments had no concerns about the zone change.

*5. Will the new zoning provide adequate light and air?*
Similar to criteria 2 and 3, the proposed zone, like all zones, requires setbacks to allow for adequate separation between structures and adequate light and air. This parcel is presently vacant, therefore any new structure(s) will be required to meet the zoning standards required by Section 27-307 (NX1 district), engineering standards and building code requirements.

*6. Will the new zoning effect motorized and non-motorized transportation?*
The proposed NX1 zoning may have a modest impact on motorized transportation by increasing the number of vehicle trips on Governors Boulevard and nearby streets once the new homes are built. However, the expected number of housing units (18--30) is relatively low, and any significant increase in traffic would be reviewed through the City's traffic impact process.

For non-motorized transportation, the impact is expected to be minimal. Sidewalks and pedestrian connections in the area already exist along Governors Boulevard. There are existing bike lanes on Governors Boulevard from Wicks Lane to Lake Elmo Drive. The location is along the Billings MET West Heights Circulator 18 Transit route. This further supports alternative transportation options, reducing potential reliance on personal vehicles. Overall, the proposed zoning is not anticipated to negatively affect transportation in the area.

*7. Will the new zoning promote compatible urban growth?*
The proposed NX1 zoning supports compatible urban growth by encouraging residential development within the existing city limits on a currently underutilized parcel. The site is primarily surrounded by residential zoning and land uses, including NX2 zoning to the north and single-family residential (N3) to the south, making the proposed NX1 zoning a fitting transition between zoning types.

This type of infill development helps the City grow in a more efficient and sustainable way by using existing infrastructure and public services, rather than extending new systems into undeveloped areas. The project aligns with the City's Infill Policy and Growth Policy by promoting compact, connected, and cost-effective development. It also adds much-needed workforce housing, which contributes to a balanced and inclusive housing supply while maintaining neighborhood character.

*8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?*
The proposed NX1 zoning is compatible with the character of the surrounding district, which includes a mix of residential zoning and housing types. While the new development may introduce slightly higher density than the single-family lots to the south, it remains consistent with nearby land use patterns and zoning designations, including NX2 to the north. The property is well-suited for residential development and offers an opportunity to introduce affordable, single-family housing in a way that respects the existing neighborhood fabric. The NX1 zoning allows for a thoughtful balance between increased housing supply and maintaining compatibility with surrounding development.

*9. Will the new zoning conserve the value of buildings?*
The proposed zoning is not expected to negatively impact the value of surrounding properties. The NX1 district supports residential development that is compatible in scale and character with nearby homes, particularly the single-family neighborhoods to the south. By introducing well-planned, affordable housing within an established neighborhood, the development may enhance area property values by improving the use of currently vacant land and contributing to overall neighborhood stability.

*10. Will the new zoning encourage the most appropriate use of land throughout the City of Billings?*
The proposed zoning supports the most appropriate use of land by facilitating infill development on a currently underutilized parcel within the City limits. The site is already served by public infrastructure, making it well-positioned for cost-effective development. By enabling the construction of workforce housing--a critical need in Billings--the zoning change not only addresses housing demand but also contributes to efficient land use and urban growth management. Additionally, bringing this parcel into active residential use will expand the City's tax base and strengthen the surrounding neighborhood.

---

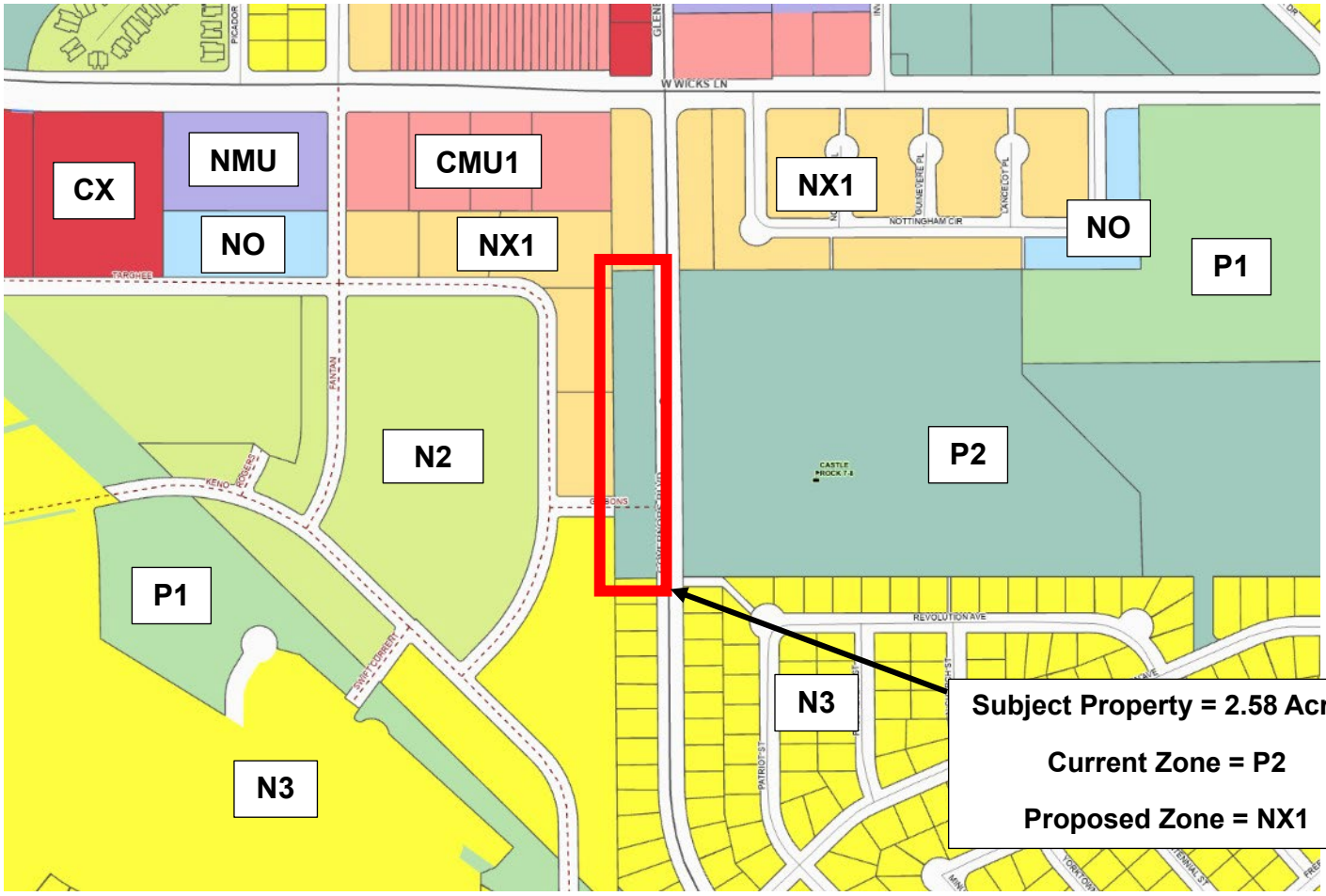
**Attachments**

Zoning Map & Site Photos
Zoning History
Preapplication Meeting Information

Application & Applicant Letter
ZC 1065 Ordinance

City Zone Change 1065 – 1440 Governors Blvd. – From P2 to NX1 - A zone change request from Public 2 (P2) to Mixed Residential 1 (NX1)

Zoning Map and Site Photos



W WICKS LN
GLEN EAGLE
NOTTINGHAM CIR
TARGHEE
REVOLUTION AVE
CONSTITUTION AVE
PEPPER LANE
CASTLE ROCK 7 8

Subject Property

Looking east across Governors Boulevard

Looking east across Governors Boulevard

Looking northwest from Governors Boulevard

Looking north up Governors Boulevard

Looking south down Governors Boulevard

Looking southwest from Governors Boulevard

Zoning History for City ZC 1044 – 5900 Grand Ave – Buffalo Crossing

| SUBJECT PROPERTY | Zone Change | DATE | FOR | APPROVED (Y/N) | ADDITIONAL DATA |
|---|---|---|---|---|---|
| COS 1105 Tr 7 | **481** | 8/12/1985 | From Public to R-96 | Y | |
| **SURROUNDING PROPERTY** | **Zone Change** | **DATE** | **FOR** | **APPROVED (Y/N)** | **ADDITIONAL DATA** |
| 713 Avenue D | 1039 | 12/12/2023 | From P2 to N1 | Y | |
| Cherry Creek Loop | 983 | 8/25/2020 | From Public to R-80 | Withdrawn | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Engineers and Land Surveyors
2223 Montana Avenue, Suite 201, Billings, MT 59457 | phone: 406-601-4055
www.seaeng.com

# Parcel 5C and TR 7 AMD, C.O.S 1105

Being located in Section 21, T01 N, R 26 E, Yellowstone County, Montana

## Zone Change Neighborhood Meeting Synopsis

As required, a neighborhood meeting was conducted from 5:30 – 6:00PM on March 20, 2025 at Castle Rock Middle School. The meeting was hosted by Dax Simek of Stahly Engineering (Agent) and John Dunlap of LiveAble, LLC (Developer).

There were four public participants at the meeting – the sign-in sheet is attached with this application.

Mr. Simek and Mr. Dunlap gave an overview of the property and current zoning. There was discussion as to why the zone change was required for development of the property. The proposed NX1 zoning designation would allow the developer to utilize the City's Master Site Plan process to construct single family residences to be used for workforce housing.

After discussion of the proposed zone change and development plans for the property, the meeting was opened to questions from the public participants.

Questions from the public participants included:

**Is the School Board in favor of this project?** Dax stated that the zone change had been presented to the School Board and they voted in favor of moving forward with the zone change process.

**How many units will be built on the property?** John stated that the layout is still being worked on but potentially there may be between 18 – 30 units constructed on the site.

**How will the project impact existing storm drainage?** Dax stated that the project would need to comply with the City's stormwater management requirements and that off-site drainage would also be analyzed to mitigate potential flooding risks.

**What is the ownership structure associated with this project?** John gave an overview of the housing program.

**Are there any plans to develop on the State lands to the west of the subject property?** Dax stated that there are no plans to expand onto the State lands at this time.

Engineers and Land Surveyors
2223 Montana Avenue, Suite 201, Billings, MT 59457 | phone: 406-601-4055
www.seaeng.com

March 11, 2025

**RE: City Zone Change – Neighborhood Meeting**

Dear Property Owner:

The purpose of this letter is to inform you of a Pre-Application Neighborhood Meeting that is required for a City zone change request. This meeting will take place on **Thursday, March 20, 2025 at 5:30 pm** in the Castle Rock Middle School library, located at 1441 Governors Boulevard, Billings, MT 59105.

Additionally, participants can access the meeting online or call in using the following information:

Join Teams Meeting
https://tinyurl.com/yc4hnr6p
Meeting ID: 265 694 457 173
Passcode: Uc2WY6c4

Dial in by Phone:
+1 406-318-9973
Phone Conference ID: 148 349 734#

The property is legally described as S21, T01 N, R26 E, C.O.S 1105, PARCEL 5C & TR 7 AMD. The physical address is 1440 Governors Boulevard and the property is generally located on the west side of Governors Boulevard approximately 500 feet south of Wicks Lane. The parcel is approximately 2.5-acres in size. The existing zoning of the property is P1 – Open Space, Parks and Recreation and the proposed zone change would result in a zoning designation of NX1 – Mixed Residential 1.

The property owner of record is School District #2. Contact information for the property owner is: Dr. Erwin Garcia; (406) 281-5066.

Please contact me directly at (406) 601-4057 with any questions regarding the meeting.

Sincerely,

**Stahly Engineering & Associates**

Dax Simek, PE
Chief Operating Officer

STAHLY ENGINEERING & ASSOCIATES, INC. EST. 1970

Engineers and Surveyors

2223 Montana Avenue, Suite 201, Billings, MT 59101 • phone: 406-601-4055 • mail@seaeng.com

| Title | 1440 Governors Blvd - Zone Change | | Project no. |
|---|---|---|---|
| By | Date 3/20/2025 | Checked by | Sheet no. |

Pre-Application Neighborhood Meeting Attendance:

| NAME | ADDRESS | PHONE # | EMAIL |
|---|---|---|---|
| T.J. Smith | 2238 Ridgeview Dr | 406 690 7847 | loudammit@protonme |
| Temple McLean | 2901 Monad Rd | 406 672 4570 | t.mclean@billingsmedicationassistance.org |
| Joe Pickard | 1380 Governors | 406-248-6803 | |
| Linda Pickard | 1380 Governors | 406-248 6803 | LPick1380@aol.com |

# CITY ZONE CHANGE APPLICATION FORM

**CITY ZONE CHANGE** **Billings Zone Change #_____ Project #_____**

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the City of Billings Zoning Regulations.

Present Zoning P2

Proposed Zoning: NX1

PARCEL TAX ID# D05257 CITY ELECTION WARD District 2

Legal Description of Property: COS 1105 Tract 7, T01 N, R26 E, S21

Address or General Location (If unknown, contact City Engineering): 1440 Governors Boulevard

Size of Parcel (Area square feet or acres): 2.557 Ac

Present Land-Use: Unimproved Land

Proposed Land-Use: Single-family detached housing units

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

Owner(s) School District #2

(Record Owner)

415 N. 30th Street, Billings, MT 59101

(Address)

406-281-5066 garciavelasqueze@billingsschools.org

(Phone Number) (email)

Agent(s): Stahly Engineering & Associates, Inc. - Dax Simek, PE

(Name)

2223 Montana Ave., Ste. 201, Billings, MT 59101

(Address)

406-601-4055 dsimek@seaeng.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: _____ Date: 3/31/25

(Record Owner – Digital Signature Allowed)

Engineers and Land Surveyors
2223 Montana Avenue, Suite 201, Billings, MT 59457 | phone: 406-601-4055
www.seaeng.com

# Parcel 5C and TR 7 AMD, C.O.S 1105

Being located in Section 21, T01 N, R 26 E, Yellowstone County, Montana

## Zone Change Questions

1. **Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.**
   Growth Policy & Infill Policy: The proposed development meets the intent of the adopted Growth Policy by adding additional single-family housing at a density that will lower overall costs and provide housing options to a larger population. Furthermore, the project satisfies the City's Infill Policy by developing land within the city limits that has immediate access to existing public infrastructure.

   Heights Neighborhood Plan: The proposed development meets the intent of the Heights Neighborhood Plan by providing a lower cost housing option along an existing, main transportation route, all while maintaining values of the adjacent residential units.

   Zoning: The proposed project complies with the City's Zoning Code and is consistent with the surrounding land use.

2. **Explain how the proposed zone change meets the 10 statutory criteria for a zone change.**

   a. **Whether the new zoning is designed in accordance with the growth policy.**
   The proposed zoning of NX1 is a change from the current designation of P2. The proposed single-family residences, allowed in NX1, is consistent with the adjacent land uses to the north and south of the parcel. It is also consistent with the existing NX2 zoning of the State land to the west.

   b. **Whether the new zoning is designed to secure from fire and other dangers.**
   The proposed project will incorporate public and/or private hydrants, as required by the City, to meet fire protection requirements.

   c. **Whether the new zoning will promote public health, public safety and general welfare.**
   This development is consistent with surrounding land uses and will provide workforce housing – a significant need in the City.

   d. **Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.**
   The development is located along a Billings MET Transit bus route. There are existing water and sanitary sewer mains located in Governors Boulevard, so no extension of these public utilities is anticipated. Private water and sanitary sewer mains may be installed within the development to services the individual residences; however, this has yet to be determined.

e. **Whether the new zoning will provide adequate light and air.**
The project will conform to current City codes and requirements to provide adequate light and air within the property.

f. **Whether the new zoning will affect motorized and nonmotorized transportation.**
The development will affect motorized transportation by adding additional trips on Governors Boulevard and the surrounding street network. If the project results in an ADT of 500 or more trips per day, a traffic impact study will be required.

Nonmotorized transportation will not be affected by this project.

g. **Whether the new zoning will promote compatible urban growth.**
This project will follow the City's Infill Policy by developing a parcel within the city boundaries that is readily served by public infrastructure. Furthermore, the development will be compatible with existing land use to the north (NX2) and south (N3).

h. **Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses.**
As previously discussed, the proposed zoning matches existing land use. The housing product will be at a density greater than the residential lots to the south but will allow for lower cost housing options.

i. **Whether the new zoning will conserve the value of buildings.**
The proposed zoning fits well with the surrounding area and it is not anticipated that the zone change would negatively impact the values of the surrounding area.

j. **Whether the new zoning will encourage the most appropriate use of land throughout the City of Billings.**
The development meets the City's Infill Policy by utilizing an undeveloped parcel within the City limits and has immediate access to existing public infrastructure. The project will add workforce housing, a significant need to many City residents, and will add to the City's tax base.

3. **Explain how the proposed zone change fits in with the existing or planned developments in the area.**
The development fits in well with the existing land use in the area by adding more single-family residential houses and will also benefit residents by offering lower cost options.

**ORDINANCE 25-_____**

**AN ORDINANCE OF THE CITY OF BILLINGS, PROVIDING THE ZONE CLASSIFICATION for S21, T01 N, R26 E, C.O.S. 1105, PARCEL 5C, & TR 7 AMD**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS THAT:**

***Section 1.*** **RECITALS.** *Title 76, Chapter 2, Part 3, MCA,* and *Sections 27-1628, BMCC,* provide for amendment to the City Zoning Map from time to time. The City Zoning Commission and staff have reviewed the proposed zoning for the real property hereinafter described. The Zoning Commission and staff have considered the ten (10) criteria required by Title 76, Chapter 2, Part 3, MCA. The recommendations of the Zoning Commission and staff have been submitted to the City Council, and the City Council, in due deliberation, has considered the findings of the ten (10) criteria required by state law.

***Section 2.*** **DESCRIPTION. S21, T01 N, R26 E, C.O.S. 1105, PARCEL 5C, & TR 7 AMD** is presently zoned **Public 2 – Public, Civic, Institutional, small (P2),** and is shown on the official zoning map within this zone districts.

***Section 3.*** **ZONE DISTRICT AMENDMENT.** The official zoning map is hereby amended and the zoning for **S21, T01 N, R26 E, C.O.S. 1105, PARCEL 5C, & TR 7 AMD,** is hereby changed from **Public 2 – Public, Civic, Institutional, small (P2)**, to **Mixed Residential 1 (NX1),** and from the effective date of this ordinance, shall be subject to all the rules and regulations pertaining to **Mixed Residential 1 (NX1),** 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 27th day of May, 2025.

PASSED, ADOPTED and APPROVED on second reading this 9th day of June, 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

Zone Change 1065 - S21, T01 N, R26 E, C.O.S. 1105, PARCEL 5C, & TR 7 AMD

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | BMCC Section 6-1208 Curb Cut Ordinance Update--Public Hearing and First Reading |
| **Presented by:** | Mac Fogelsong, City Engineer |
| **Department:** | Public Works |
| **Presentation:** | Yes |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends the City Council conduct a public hearing and approve the changes to BMCC Section 6-1208 Curb Cut Ordinance.

## 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 creating an incongruity between traffic studies required for subdivisions and site development. 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 zoning code conflicts, and re-establish parking lot surfacing requirements that were removed with the implementation of the Re-Code zoning updates.

To-date, staff engaged with local architects, engineers, surveyors, designers, the Home Builders Association, and various home builders through meetings and direct mailings of the draft code. Staff presented the code revisions to Planning Board on April 22, 2025 and to the City Council on April 28, 2025 as a special presentation to receive direction. At the April 28, 2025 meeting, the City Council discussed the proposed changes and generally agreed with those changes, but recommended removing references to private street requirements for sidewalks and street lights and to have a future discussion surrounding private streets. Staff removed the language requiring sidewalks and street lights within private streets in this ordinance change.

A red-lined version of the curb cut ordinance and summary of proposed changes is attached to this memo.

## STAKEHOLDERS

Staff sent out drafts of the proposed code to the Home Builders Association, individual builders and developers, architects, surveyors, and engineers. Staff discussed the proposed changes at multiple Home Builders Local Issues meetings held monthly by planning and engineering staff and held an open house on April 9, 2025. Staff presented the draft code to Planning Board on April 22, 2025 and to City Council on April 28, 2025. A legal ad was published for this public hearing.

## ALTERNATIVES

The City Council may:

- Approve the amendments to the code as recommended by staff; or
- Approve some of the proposed amendments

## FISCAL EFFECTS

Approval of all or some of the proposed amendments will have a negligible financial impact on the City's budget.

**Attachments**

Change Summary Table
Amended Code
Presentation

# 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. | |
| (d) Accessibility Study (Traffic Study) | **3** | Referenced Traffic Impact Study requirements found in subdivision regulations for consistency between codes. For sites within a subdivision that has a traffic study withing the last 20 years, allow a traffic memo showing compliance with the subdivision study. | |
| (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 | **5** | 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) Surfacing (added section) | **7** | Added section to define surfacing; allows gravel for non-public accessed storage of materials and fleet vehicles. | |
| (i)(17) 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 | **8** | Notes that City may require access from lower street classification for corner lots. | |
| (j)(3) Joint curb cuts | **8** | Modifies language to allow joint curb cuts with easement and agreement defining maintenance between property owners. | |
| (k) Administrative Relief | **9-11** | 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 OF THE 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.

*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 twenty (20) 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. Up to 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.~~ Up to 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) 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 providing access to~~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.

(17) 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 only curb cut access to the lower street classification. For example, the City may require curb cut access to only 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 within fifteen (15) days from the date of submission. If an application is denied, the written notification shall include the reason for denial.

F. *Appeal process.*

1) If the applicant would like to appeal a denial from the City Engineer, then within thirty (30) days from the date of denial the applicant must submit a written request for review to the City Administrator. This request for review shall contain the applicant's correct mailing address, shall identify the application for which review is requested, shall contain a statement of the reason(s) why the applicant believes the denial should be reversed, and shall be signed by the applicant. The City Administrator shall have thirty (30) days from receipt of the request for review to a.) -approve or deny the application and b.) issue a written notification of the decision to the applicant. If an application is denied, the written notification shall include the reason for denial.

2) If the applicant would like to appeal a denial from the City Administrator, then within thirty (30) days from the date of denial the applicant must file a written notice of appeal with the City Administrator. This notice of appeal shall contain the applicant's correct mailing address, shall identify the application being appealed, shall contain a statement of the reason(s) why the applicant believes the denial should be reversed, and shall be signed by the applicant. The City Administrator shall act promptly to have the appeal placed on the City Council's agenda. The petitioner shall be notified in writing by certified mail, return receipt requested, of the date and time

the matter will be considered on the City Council's agenda. The petitioner and all other interested persons may appear at the time and place and be heard. The City Council shall act on the question within thirty (30) days of the hearing.

(l) *Deviation.* Permission to deviate from the requirements and regulations of this section shall be granted by the City Administrator and 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.

CITY OF BILLINGS

BY:_____
William A. Cole, Mayor

Attest:

BY:_____

Denise R. Bohlman, City Clerk

# Proposed Amendments: City Curb Cut Ordinance Site Developments

## Section 6-1208

City Council Public Hearing

May 27, 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 -Discussion

**May 27, 2025 - City Council Public Hearing, 1st Reading**

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 Code Changes

- Reference subdivision regulations
  - For traffic study consistency
- 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 removed with Re-Code
- Added administrative relief
  - Eng., City Administrator, Council

# Traffic Studies- 3 Tier System

- For Subdivision and Site Development Consistency

| **Trips** | **Requirement** | |
|---|---|---|
| <1,000 trips/day and 100 peak-hour trips | Memo | Basic Elements |
| >1,000 trips/day and 100 peak-hour trips or more | Traffic Impact Study | Certified by P.E. with transportation experience |
| 5000 trips/day or more | Traffic Impact Study | Certified by P.T.O.E. |

# What We've Heard So Far

- Traffic studies-sites not responsible for existing issues
  - Changed
- Good discussion with builders on curb cut frequency, spacing, added flexibility
- Zoning conflict with curb cut width---solved!
- Private Street Requirements for Sidewalks and Lights in Sites—**Removed for future discussion**

# Change—Curb Cuts on Local Street

Page 5 (h) (5)—Local Residential Street

- Up to 2 curb cuts (driveways) for up to 2-unit building
- This is one area where many variances existed

# Change—Curb Cuts on Local Street

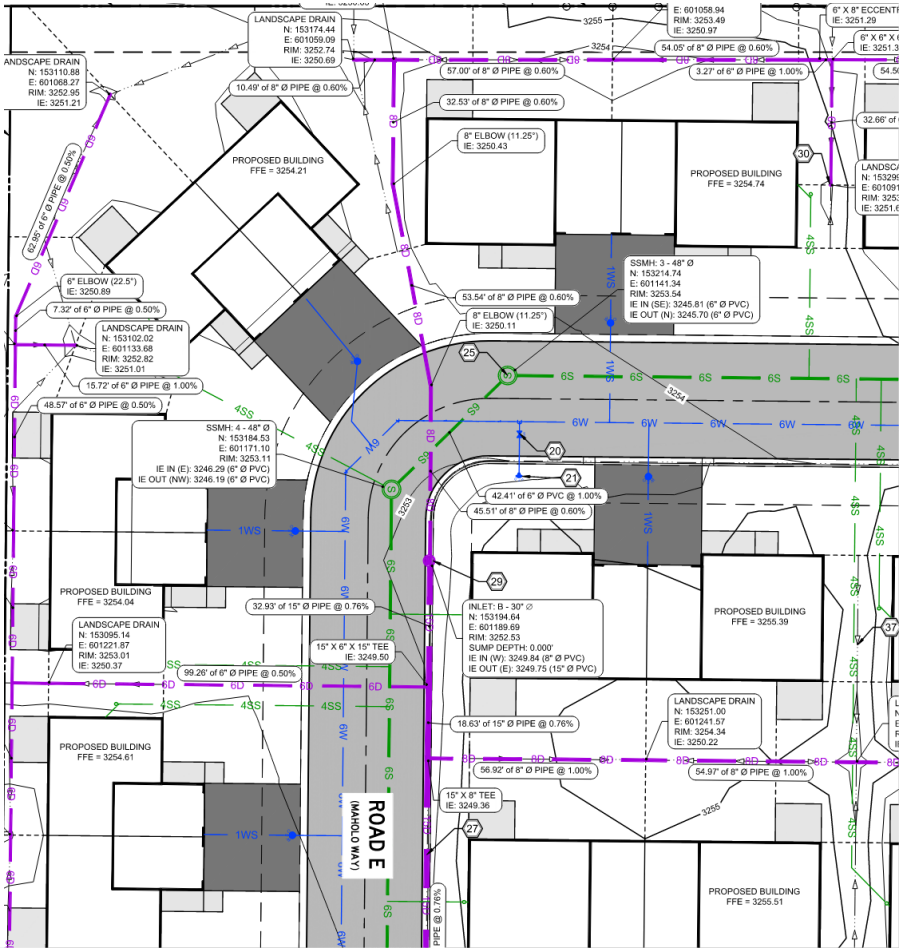
Page 5 (h) (5)—Local Residential Street

- Allow multiple curb cuts per >2-unit building, but provide 25-feet between for parking (allows larger buildings)

# Change—Curb Cut on Radius

Page 6 (i) (4)—Curb cuts and corners

- Added allowance for curb cut on outside radius of two-leg intersection <u>if no sight distance issues</u>
- Allows more builder flexibility



# Site Development Surfacing

Page 8 (i) (16)—Re-Code eliminated surfacing, so it's added back here

Previously:

*Surfacing*. Surfacing is required for all off-street parking, loading, storage, sales, rental or service areas for vehicles including service stations and used-car lots. Surfacing shall be designed by accepted engineering methods and subject to the approval of the city engineer.

- Paving/concrete for parking lots (MS4 Stormwater Permit)
- Allow gravel for gated storage and fleet vehicles

# Questions

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Public Hearing to Vacate an Alley Within Block 31 of Annafeld Subdivision, Fifth Filing |
| **Presented by:** | Debi Meling |
| **Department:** | Public Works |
| **Presentation:** | Yes |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends the City Council hold a public hearing and approve the vacation of an alley (carriage lane) within Block 31 of Annafeld Subdivision, Fifth Filing.

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

McCall Development, the developer of Annafeld Subdivision, has requested vacation of the alley (carriage lane) between Lot 5 and Lot 6, Block 31 in Annafeld Subdivision, Fifth Filing. Annafeld Subdivision, Fifth Filing was platted in July of 2024. McCall Development is replatting the adjacent lots with Seventh Filing, which makes the carriage lane unnecessary. There have been no improvements made to the portions of right-of-way to be vacated. McCall Development is the original developer. Therefore, the right-of-way to be vacated can be returned at no cost to the developer in accordance with Administrative Order 56. Attached is the resolution with a map showing the right-of-way to be vacated. One benefit to this vacation is that there will be less street to maintain without the alley.

## ALTERNATIVES

City Council may:

- Approve the right-of-way vacation; or,
- Not approve the right-of-way vacation. If not approved, McCall Development will have to reconfigure the plat for Annafeld Subdivision, Seventh Filing utilizing the existing right-of-way.

## FISCAL EFFECTS

Administrative Order 56 states that since the right-of-way proposed to be vacated will revert to the original developer and no improvements are constructed, there is no cost for the vacation. The adjacent lots will be re-platted with Annafeld Subdivision, Seventh Filing. In summary, there is no fiscal effect with this action.

**Attachments**

Resolution to Vacate
Administrative Order 56
Annafeld ROW Vacation Presentation

**RESOLUTION NO. 25-_____**

**A RESOLUTION OF THE CITY OF BILLINGS, MONTANA, DISCONTINUING AND VACATING an alley ("carriage lane") within Block 31 of Annafeld Subdivision, Fifth Filing.**

WHEREAS, §7-14-4114, MCA, generally authorizes that a city council may discontinue a street or alley or any part of a street or alley in a city if it can be done without detriment to the public interest by 1) closure to through traffic, which action does not revoke a city's legal right-of-way interest in the street or alley or part thereof; or 2) by vacating a street or alley or any part thereof which action revokes a city's legal right-of-way interest in the street or alley or part thereof;

WHEREAS, §7-14-4115, MCA, provides that vacation authorized in §7-14-4114, MCA, shall not affect the right of any public utility to continue to maintain its plant or equipment in any such streets or alleys; and

WHEREAS, a proper petition was filed with the City Council of the City of Billings, Montana, pursuant to §22-601, BMCC, requesting discontinuance and vacation of **a carriage lane within Block 31 of Annafeld Subdivision, Fifth Filing** as described hereinafter; and

WHEREAS, a public hearing was properly noticed and held as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. DISCONTINUANCE AND VACATION. Pursuant to §§7-14-4114 and 7-14-4115, MCA, **a carriage lane within Block 31 of Annafeld Subdivision, Fifth Filing,** described as follows and shown on and incorporated herein as attached exhibit "A", are discontinued and vacated:

> Carriage Lane between Lot 5 and Lot 6, Block 31 of Annafeld Subdivision, Fifth Filing recorded July 2, 2024, under document number 4077693, on file and of record in the office of the Yellowstone County Clerk & Recorder.

2. PUBLIC INTEREST. The discontinuance and vacation of this **carriage lane within Block 31 of Annafeld Subdivision, Fifth Filing** is in the best interest of the public and can be done without any public detriment.

3. NOTICE OF PUBLIC HEARING. On Monday May 27th, 2025, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, with at least six (6) days separating each publication, as required by §7-1-4127, MCA, in the Yellowstone County News.

4. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 27th day of May 2025.

THE CITY OF BILLINGS:

BY:_____
William A. Cole
MAYOR

ATTEST:

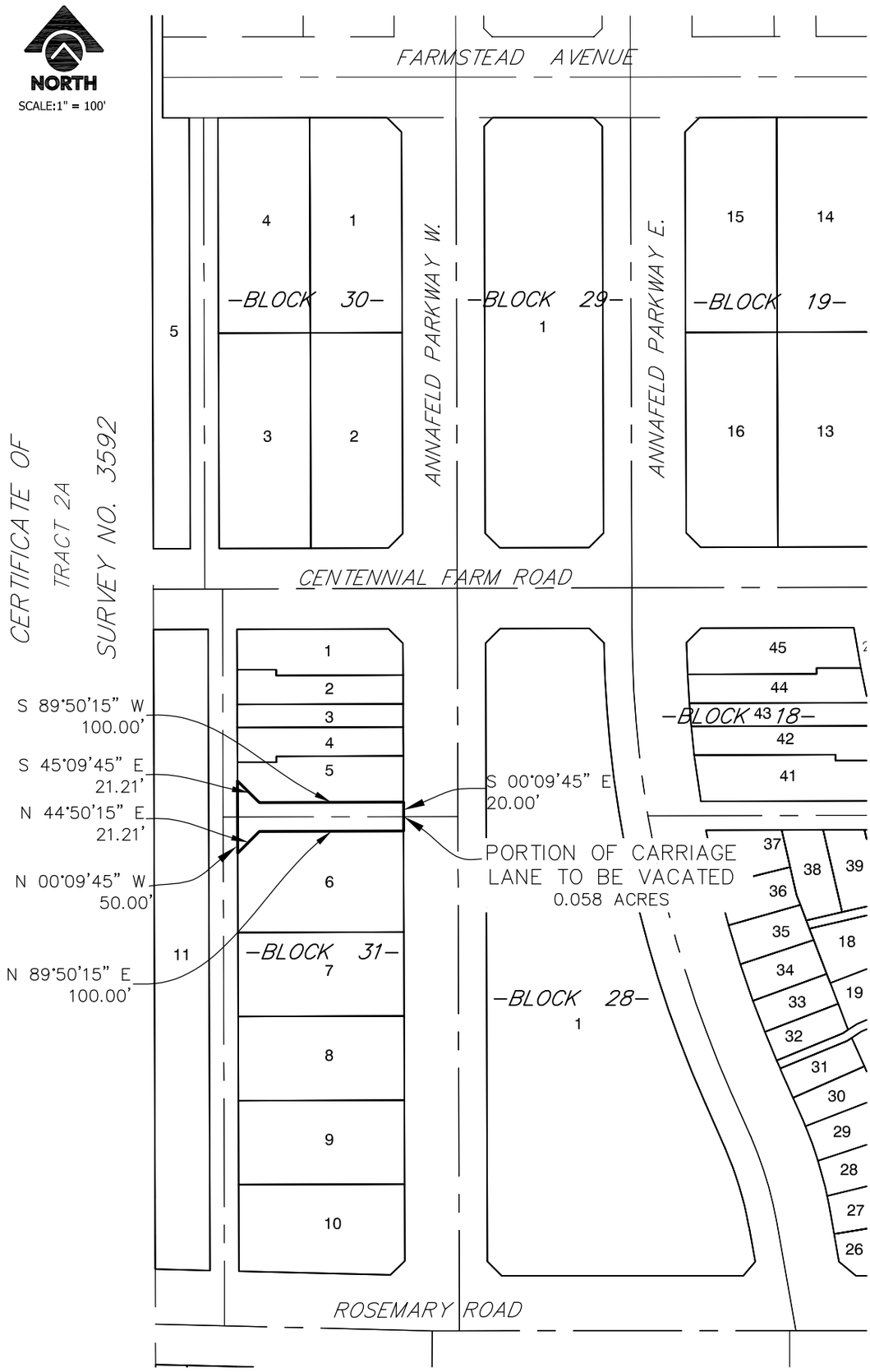
BY:_____
Denise Bohlman
CITY CLERK

# 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

C:\Corel\Office7\WPWin7\Watson\ROW Admin Order.wpd

# 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

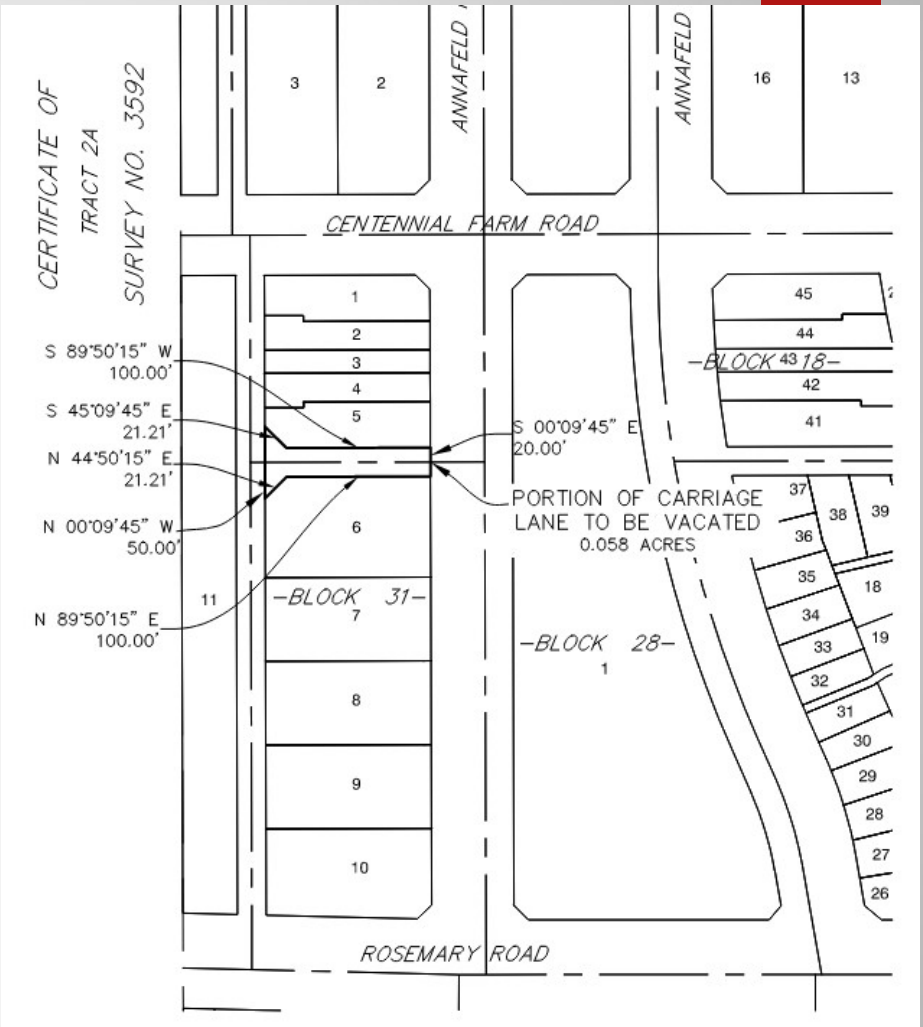
C:\Corel\Office7\WPWin7\Watson\ROWVacations.wpd

# Proposed Right-of-Way Vacation

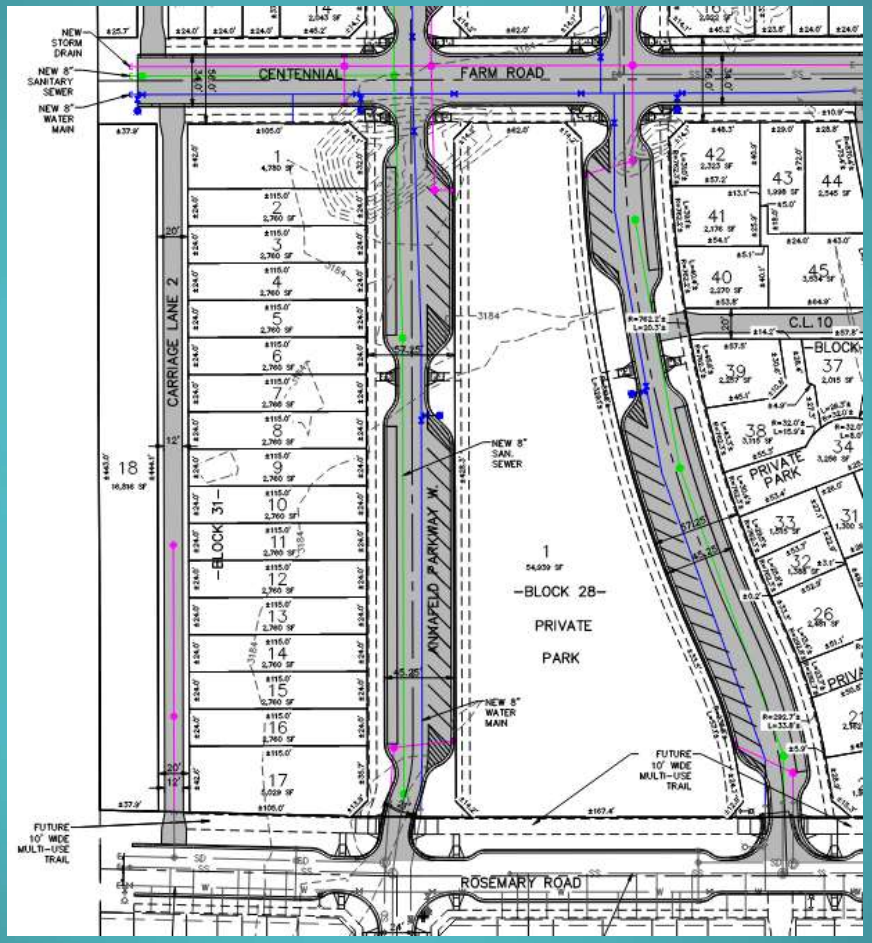
Alley to be vacated

# The Details……

- Administrative Order 56
- No public improvements have been made within the right of way
- Right of way can be returned at no cost to the developer



# Preliminary Plat – Annafeld Sub., 7th Filing



City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Public Hearing and Resolution Setting Annual Street Maintenance District Assessments for Fiscal Year 2026 |
| **Presented by:** | Jennifer Duray |
| **Department:** | Public Works |
| **Presentation:** | Yes |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed Resolution setting annual street maintenance district assessments for FY26.

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

Street Maintenance District (SMD) assessments are established annually by resolution. Billings currently operates two SMDs:

- SMD 1: Primarily encompasses the downtown area.
- SMD 2: Encompasses the entire city; properties in SMD 1 are also included in SMD 2.

These districts fund essential road maintenance and repair activities, including dust control and grading of gravel streets, chip sealing and overlaying, sweeping, snow plowing and removal, maintenance of traffic signal systems and signs, and pavement markings. Current funding levels are insufficient to maintain the existing service standards and support the approved 5-year Capital Improvement Plan, which includes significant infrastructure projects such as street reconstructions and traffic signal installations. Despite these needs, staff proposes a 0% increase in SMD assessments for FY26. This decision is based on the expectation that funding for Safe Routes to School projects can be reduced and offset with grant and Transportation Alternatives Program funding. These adjustments are expected to sustain existing service levels without increasing the financial burden on property owners.

## ALTERNATIVES

City Council must hold a public hearing and then may:

- Approve the recommended Resolution; or,
- Approve an amended resolution; or,
- Not approve a resolution. If Council does not approve a resolution, an amended resolution to establish street maintenance district assessments will need to be considered at a future City Council meeting to be in accordance with state statutes.

## FISCAL EFFECTS

Street Maintenance District assessments generate approximately $17.4M of revenue. If the proposed Resolution is approved, an average 9,691 square foot residential lot in SMD2 will be assessed $216.25 annually.

**Attachments**

FY 26 SMD Resolution

**RESOLUTION 25-_____**

**A RESOLUTION LEVYING AND ASSESSING STREET MAINTENANCE DISTRICT FEES FOR PROPERTIES WITHIN STREET MAINTENANCE DISTRICTS IN THE CITY OF BILLINGS, PROVIDING FOR NOTICE, HEARING AND ADOPTION.**

WHEREAS, the City, by Resolution, has defined the boundaries and established street maintenance districts as provided by State Law, and

WHEREAS, Billings Montana City Code and Title 7, Chapter 12, Part 44 of the Montana Code Annotated authorizes the City of Billings to adjust street maintenance district rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of each said district.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. METHOD OF ASSESSMENT. The City hereby determines that each lot or parcel of land within both Street Maintenance Districts One (1) and Two (2) shall be assessed for that portion of the whole cost which each lot or parcel of land in the respective district bears to the total area of the respective district exclusive of streets, avenues, alleys, and public places.

2. ASSESSMENT DISTRICT ONE (1). Each lot or parcel within the boundaries of Street Maintenance District One (1), is hereby assessed $.064985 per square foot of area for fiscal year 2026.

3. ASSESSMENT DISTRICT TWO (2). Each lot or parcel within the boundaries of Street Maintenance District Two (2), is hereby assessed the following for fiscal year 2026:

| **Property Type** | **Rate per square foot of area** |
|---|---|
| Residential/Governmental | $.022315 |
| Commercial | $.032055 |
| Vacant | $.020607 |

The maximum square footage charged for any tract, parcel or lot is as follows:

| **Property Type** | **Max Square Feet** |
|---|---|
| Residential | 1 Acre |
| Governmental | 1,100,000 SF |
| Vacant Residential/Governmental | 1 Acre |
| Vacant Commercial | 115,000 SF |

4. LOTS AND PARCELS ASSESSED. A list which describes each lot or parcel of land assessed within the respective district, with the name of the owner thereof, and the amount levied thereon set is available in the office of Public Works Fiscal Services Belknap location, 2251 Belknap Avenue, Billings, Montana.

5. EXEMPTION. Street Maintenance District assessments shall not be paid by the City General Fund, Public Safety Fund, Library Fund, MET Transit Fund or Airport Fund.

6. COLLECTION OF ASSESSMENTS. Said special assessments shall be placed upon the assessment rolls and collected in the same manner as other taxes.

7. NOTICE OF HEARING. On Tuesday, **May 27, 2025,** at 5:30 p.m., or as soon thereafter as the matter may be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

8. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the 27th day of May 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

ATTEST:

BY:_____

Denise R. Bohlman, City Clerk

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Public Hearing and Resolution Setting FY26 Storm Sewer System Fees |
| **Presented by:** | Jennifer Duray |
| **Department:** | Public Works |
| **Presentation:** | Yes |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that City Council conduct a public hearing and approve the proposed resolution setting storm sewer fees for FY26.

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

Storm sewer system fees are established annually by resolution and are billed monthly as part of utility charges. The fees are determined based on impervious surface area and the Equivalent Residential Unit (ERU). The average residential property has a calculated ERU of 3,751.22 square feet. Each developed single-family residential property is assessed at 1.0 ERU. Duplex properties are rated at 0.75 ERUs per unit and undeveloped properties are assigned 0.75 ERUs. For all other properties, the ERU is determined by dividing the measured impervious surface area by 3,751.22.

The storm sewer system represents a critical infrastructure asset valued at $1 billion. In the previous year, the City Council approved a seven-year plan aimed at enhancing service levels and addressing capital and deferred maintenance backlogs more efficiently. The proposed rate adjustment for Fiscal Year 2026 is the second in this gradual seven-year increase, supporting proactive maintenance of the storm sewer system. Staff recommends raising the monthly rate from $6.68 per ERU to $8.81 per ERU.

## ALTERNATIVES

City Council must hold a public hearing and then may:

- Approve the recommended resolution; or,
- Approve an amended resolution; or,
- Not approve a resolution. If Council does not approve a resolution, an amended resolution to establish storm sewer fees will need to be considered at a future City Council meeting to establish rates for fiscal year 2026.

## FISCAL EFFECTS

The proposed storm sewer fees will increase the average residential property's monthly fee by $2.13 from $6.68 to $8.81. The fees will generate approximately $9,500,000 in FY26, an increase from the prior year of $2,300,000.

**Attachments**

FY 26 StormWater Resolution

**RESOLUTION 25-_____**

**A RESOLUTION SPECIFYING STORM SEWER SYSTEM FEES FOR PROPERTIES WITHIN THE CITY OF BILLINGS**

WHEREAS, § 7-13-4301, MCA authorizes the City of Billings to establish, build, construct, reconstruct, extend, operate, and maintain a storm sewer system for public use; and

WHEREAS, Title 7, Chapter 13, Part 43, MCA, and Article 22-800, BMCC, authorize the City of Billings to establish and adjust storm sewer rates and charges to provide for the sufficient collection of revenues adequate for the payment of the reasonable expense of said system; and

WHEREAS, The City's average single-family residential property has 3,751.22 square feet of impervious surface area. Therefore, the establishment of an Equivalent Residential Unit (ERU) value of 3,751.22 square feet for stormwater is deemed appropriate; and

WHEREAS, the City Council of the City of Billings adopted Ordinance No. 24-5872 on the 25th day of March, 2024, providing for the billing of storm sewer system fees on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA;

1. NOTICE OF HEARING. That on Tuesday, May 27, 2025, at 5:30p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

2. EQUIVALENT RESIDENTIAL UNIT (ERU): An Equivalent Residential Unit (ERU) size of 3,751.22 square feet is hereby adopted.

3. INTEREST ON NON-PAYMENT. That any payment not received by the due date shall accrue interest at the rate of one-and-one-half percent (1.5%) per month from the due date until paid in full.

4. EFFECTIVE DATE. This resolution should be effective upon adoption.

5. STORM SEWER FEE. That the following rates, fees, and charges are found to be just, reasonable, and necessary for the continued operation of the Municipal Storm Sewer System Fund and that the proposed rates,

fees, and charges are approved and adopted as the rates, fees, and charges of the City of Billings, Montana Municipal Storm Sewer System Fund effective May 27, 2025.

A. Regardless of actual size, each single-family residential property is assigned an ERU =1.0.
B. Regardless of actual size, each duplex is assigned an ERU = 1.5.
C. Regardless of actual size, each undeveloped property is assigned an ERU = 0.75.
D. Each commercial property will be assigned a number of ERUs by dividing the amount of impervious area by 3,751.22 square feet.
E. At no point will any commercial property be assigned an ERU of less than 1.0.
F. A fee of $8.81 per ERU per month will be charged.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, this 27th day of May 2025.

CITY OF BILLINGS

BY:_____

William A. Cole, Mayor

ATTEST:

BY:_____

Denise R. Bohlman, City Clerk

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Public Hearing and Resolution Adopting Solid Waste Collection, Disposal, and Landfill Fees for Fiscal Year 2026 |
| **Presented by:** | Jennifer Duray |
| **Department:** | Public Works |
| **Presentation:** | Yes |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the resolution adopting collection, disposal, and landfill fees effective July 1, 2025.

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

Pursuant to Section 21-229 of the Billings Municipal Code (BMCC), the City Council is required to adopt the Solid Waste collection and disposal charges, as well as landfill fees, on an annual basis through resolution. The current rates and fees are insufficient to cover the operational, maintenance, and capital investment needs necessary to maintain services at their current levels.

Discussions regarding solid waste and landfill fees were held with the Council Budget and Finance Committee on March 26 and April 9, 2025, and with the City Council during the April 21 work session meeting. During these discussions, the Council expressed its intent to avoid increasing residential collection fees and to balance funding needs through adjustments to commercial collection, roll-off, and landfill fees.

Based on this guidance from City Council, staff is proposing the following rate and fee adjustments for Fiscal Year 2026:

- 0% increase in residential collection fees;
- 4% increase in commercial collection fees;
- 6.1% increase in dropbox/roll-off collection rates;
- 14.6% increase in landfill fees.

The attached resolution specifies the proposed rates and fees for FY26. A public hearing is required, and if the proposed resolution is approved, rates will be effective July 1, 2025.

## ALTERNATIVES

City Council may:

- Approve the recommended resolution; or,
- Not approve the resolution. If Council does not approve the resolution, an amended resolution to establish Solid Waste fees for FY26 will need to be considered at a future City Council meeting.

## FISCAL EFFECTS

The proposed rate and fee adjustments will generate approximately $1.4 million in revenue for the solid waste fund in FY26.

**Attachments**

Resolution

**RESOLUTION 25-**

**A RESOLUTION ESTABLISHING SOLID WASTE RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL FEES AND LANDFILL USE FEES**

WHEREAS, a need is anticipated for repair, improvement, and continued operation and maintenance of existing and proposed solid waste facilities and services for the providing of collection, disposal, and landfill use to inhabitants of the City of Billings, Montana and its environs; and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate and safe solid waste collection service and landfill operation and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; and

WHEREAS, the City Council of the City of Billings did adopt Ordinance No. 12-5574 on the 25th day of June 2012, providing for the billing of solid waste collection and disposal fees on a monthly basis; and

WHEREAS, said fees are established by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. That the rates, fees, and charges specified in Schedules I, II, and III are found to be just, reasonable, and necessary for the continued sound operation of the Solid Waste Division and that the proposed rates, fees, and charges are approved and adopted as the rates, fees, and charges of the City of Billings, Montana Solid Waste Division effective July 1, 2025.

2. That any payment not received by the due date shall accrue interest at the rate of one-and-one-half percent (1.5%) per month from the due date until paid in full.

3. That garbage fees will not be paid by the City General Fund, Public Safety Fund, Library Fund, or MET Transit Fund.

4. That on Tuesday, May 27, 2025, at 5:30 p.m., or as soon thereafter as the matter could be considered on the agenda in the Council Chambers of the City Hall, Billings, Montana, the City Council heard objections to the adoption of this resolution. The City Clerk published notice twice, at least five (5) days prior to the hearing, in the Yellowstone County News, as provided in Section 7-1-4127, MCA.

# Schedule I – Residential and Mobile Home Collection and Disposal Fees

**Monthly Fees (for unit occupied by 1 family)**

| | | |
|---|---|---|
| 96 Gallon Containers | | |
| Residential | $ 14.50 | |
| Mobile home located in mobile park | $ 14.50 | |
| Residential carry out service (medical necessity verification required) | $ 14.50 | |
| 64 Gallon Residential | $ 10.35 | |
| Additional 96 gallon barrel | $ 4.85 | |
| Residential landfill fees for new annexed property (not yet receiving City collection) | $ 4.40 | |
| Extras per item - Call in only | $ 5.50 | |
| Refuse requiring a special pickup due to size or quantity | $ 60.00 | 1-5 items |
| | $ 120.00 | 6-10 items |
| | $ 180.00 | >10 items |
| Refrigerator/freezer/air conditioner | $ 87.00 | per pickup |
| NSF/Returned item fee | $ 25.00 | per occurrence |

## Schedule II – Commercial Collection and Disposal Fees

Commercial collection service is available subject to Solid Waste Division approval of container type, size, placement, and serviceability.

**Fees per Month for Customer Owned Containers**

| | PER WEEK FREQUENCY OF COLLECTION | | | | | | |
|---|---|---|---|---|---|---|---|
| **Container Size** | **1** | **2** | **3** | **4** | **5** | **6** | **Saturday** |
| Extra Volume | $ 9.60 | | | | | | |
| 90 Gallon Barrel | $ 23.10 | | | | | | |
| 300 Gallon Barrel | $ 51.60 | | | | | | |
| 30 Gallon Can | $ 9.15 | $ 18.30 | $ 27.45 | $ 36.60 | $ 45.75 | $ 57.20 | $ 18.30 |
| 1 Yard | $ 42.25 | $ 84.50 | $ 126.75 | $ 169.00 | $ 211.25 | $ 264.05 | $ 84.50 |
| 2 Yards | $ 49.00 | $ 98.00 | $ 147.00 | $ 196.00 | $ 245.00 | $ 306.25 | $ 98.00 |
| 3 Yards | $ 55.70 | $ 111.40 | $ 167.10 | $ 222.80 | $ 278.50 | $ 348.10 | $ 111.40 |
| 4 Yards | $ 62.85 | $ 125.70 | $ 188.55 | $ 251.40 | $ 314.25 | $ 392.80 | $ 125.70 |
| 6 Yards | $ 76.35 | $ 152.70 | $ 229.05 | $ 305.40 | $ 381.75 | $ 477.20 | $ 152.70 |
| 8 Yards | $ 90.05 | $ 180.10 | $ 270.15 | $ 360.20 | $ 450.25 | $ 562.80 | $ 180.10 |

Compactor containers will be assessed at 2.5 times the above rates.
Saturday service without 6 times per week pick-up will be assessed double the one-time per week rate. This service is not available in all areas.

The above fees are for customer-owned containers. For City-owned containers, in addition to the above fees, monthly container lease rates will be charged as follows:

| Container Size | |
|---|---|
| < 6 yards | $ 27.80 |
| 6 or 8 yards | $ 36.55 |

Additional compactor truck service will be billed at the hourly rates as follows with a 1-hour minimum:

| | |
|---|---|
| Compactor truck, 1 person | $ 127.90 |
| Compactor truck, 2 people | $ 174.20 |

Additional commercial services:

| | | | | |
|---|---|---|---|---|
| Special event barrel rental/delivery | | $ | 150.80 | per event |
| | plus | $ | 3.45 | per barrel |
| Container wash | | $ | 125.00 | |
| Delivery charge for front or rear load | | $ | 57.20 | |
| Daily rental fee for front or rear load | | $ | 6.50 | |
| Collection and disposal fee | | | | |
| | front or rear load rental | $ | 9.60 | per cubic yard |
| Bar type locks/installation | | $ | 185.00 | |

## Roll Off/Compactor Rates

| | | | |
|---|---|---|---|
| Per pull plus disposal | | | |
| 20, 30, or 40 yard container | $ | 225.00 | |
| 10 or 12 yard container | $ | 120.00 | |
| Dry Run | $ | 55.00 | |
| Container wash | $ | 125.00 | |
| Debris dig out | $ | 125.00 | |
| Unit relocation (on same site) | $ | 95.00 | |
| Compactor turnaround fee | $ | 55.00 | |
| Daily rental for temporary roll off containers | $ | 6.50 | |
| 300 cubic yard roll off - cash only | | | |
| minimum charge | $ | 410.00 | |
| NSF/Returned item fee | $ | 25.00 | per occurrence |

Disposal rates are charged per Schedule III.

## Schedule III – Landfill Fees

| | ORIGIN OF WASTE [1] | | |
|---|---|---|---|
| | **City of Billings** | **Other Towns & Counties** | **Outside of Montana** |
| All businesses will be charged at least $ 11.00 | | | |
| 0 - 3.0 cubic yards or 0 - 1500 lbs [2] | $ - | $ 16.50 | $ 22.00 |
| Municipal solid waste, construction & demolition, etc. (per ton) | $ 31.85 | $ 47.80 | $ 63.70 |
| Special Waste (per ton) [3] | $ 65.15 | $ 97.75 | $ 130.30 |
| **Asbestos** | | | |
| Per ton | $ 117.25 | $ 175.85 | $ 234.50 |
| Per bag | $ 16.10 | $ 24.17 | $ 32.20 |
| Asbestos bags | $ 4.50 | $ 6.75 | $ 9.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Clean Soil [4]** | $ | 0 | $ | 0 | $ | 0 |
| **Dead Animals** | | | | | | |
| Animals < 100 pounds | $ | 18.85 | $ | 28.25 | $ | 37.70 |
| Animals > 100 pounds | $ | 58.85 | $ | 88.30 | $ | 117.70 |
| Per ton | $ | 84.10 | $ | 126.15 | $ | 168.20 |
| **FOG (Fats, Oils and Grease) [5]** | $ | 31.85 | $ | 31.85 | | N/A |
| **Mobile Home Trailers** | $ | 515.00 | $ | 772.50 | $ | 1,030.00 |
| **Refrigeration Units** | | | | | | |
| Refrigerators, Freezers, Air Conditioners (Each Unit) | $ | 42.85 | $ | 64.30 | $ | 85.70 |
| **Special Pad Fee for Liquids** | $ | 164.90 | $ | 247.35 | $ | 329.80 |
| **Tires** | | | | | | |
| Tires per ton | $ | 140.90 | $ | 211.35 | $ | 281.80 |
| **Uncovered Load Fee [6]** | $ | 40.00 | $ | 60.00 | $ | 80.00 |
| **If scale is inoperable, the vehicle will be charged by the cubic yard rated on the vehicle capacity** | | | | | | |
| Loose garbage (per CY) | $ | 4.14 | $ | 6.21 | $ | 8.27 |
| Compacted garbage (per CY) | $ | 10.72 | $ | 16.07 | $ | 21.43 |
| Non-compactible material (per CY) | $ | 45.70 | $ | 68.55 | $ | 91.40 |
| Special Waste, contaminated soil, etc. (per CY) | $ | 97.62 | $ | 146.42 | $ | 195.23 |
| Tires (per CY) | $ | 110.90 | $ | 166.35 | $ | 221.80 |
| Asbestos (per CY) | $ | 56.17 | $ | 84.25 | $ | 112.33 |
| NSF/returned item fee | | | $ | 25.00 | per occurrence | |

[1] Actual weights may result in the rates above rounding to the nearest $.05

[2] Residential Yellowstone County customers are assessed a landfill fee on the annual tax statement according to an Agreement with Yellowstone County and accordingly are not charged for loads less than 1.5 yds or 700 pounds.

[3] Special Waste such as contaminated soil, sludges, and treated timbers will be accepted on a case-by-case basis dependent upon testing and approval. If accepted, landfill fees will be charged rates specified above.

[4] Clean soil will be evaluated on a case-by-case basis and is determined by laboratory analytical results for parameters such as: TPH (total petroleum hydrocarbons), EPH (extractable petroleum hydrocarbons), VPH (volatile petroleum hydrocarbons). Soil that does not meet the parameters to be classified as clean will be charged at the full rate per the schedule above.

[5] FOG will not be accepted from outside of Yellowstone County.

[6] Uncovered load fee will be charged to all customers that enter the landfill with an uncovered load.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the 27th day of May 2025.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

City Council Regular

| | |
|---|---|
| **Date:** | 05/27/2025 |
| **Title:** | Public Hearing and Resolution Adopting Water and Wastewater Rates and Fees |
| **Presented by:** | Jennifer Duray |
| **Department:** | Public Works |
| **Presentation:** | Yes |
| **Legal Review:** | Yes |
| **Project Number:** | N/A |

## RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and approve the proposed resolution adopting the water and wastewater rate and fee schedule effective July 1, 2025.

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

Public Works engaged AE2S Nexus to conduct a comprehensive cost-of -service rate study for water and wastewater services. This study aimed to assess and recommend appropiate user rates, resale rates for the County Water District of Billings Heights, and wholesale rates for Lockwood Water and Sewer District, Phillips 66 Billings Refinery, and Par Montana. Additionally, the study calculated System Development Fees (SDFs) for both water and wastewater services.

The methodology used in the study adhered to industry-standard practices and proposed rates for each customer class. These proposed rates ensure that the Public Works Department can recover costs proportionally to the expenses incurred in providing services to each customer class in compliance with legal requirements. The existing rates and fees are insufficient to cover the operational, maintenance, debt service, and capital investment needs necessary to maintain services at their current levels.

Discussions regarding water and wastewater rates were held with the Council Budget and Finance Committee on March 26 and April 9, 2025, and with the City Council during the April 21 work session meeting. During these discussions, the Council expressed its intent to avoid increasing residential rates in FY26. To implement a 0% residential rate increase, staff recommended cutting $1.6 million of water main extensions and $1.3M of wastewater pipe extensions that were previously approved in the Capital Improvement Plan (CIP). This approach allows Public Works to continue services at the same level and proactively maintain assets in the system. Cutting these pipe extensions also reduced rates for some of the other user classes.

Public Works also met with the System Development Fee (SDF) Advisory Committee on May 14, 2025, to discuss the proposed SDFs. Public Works typically adopts water and wastewater rates in 2-year increments to avoid the costs and time needed to conduct a rate study every year. However, the Council always has the ability to later amend rates for the second year.

Based on the guidance from City Council regarding water and wastewater rates and the guidance from the SDF Advisory Committee, staff is proposing the following rate and fee adjustments:

### Water Rates

- 0% increase in fixed monthly charges in FY26 and a 2% increase in FY27
- 0% Increase in residential volumetric rates in FY26 and a 2% increase in FY27
- 0% increase in the multi-family volumetric rate in FY26 and FY27
- 2.5% increase in the commercial volumetric rate in FY26 and 0% in FY27
- 2.4% increase in the bulk water reseller volumetric rate in FY26 and 0% in FY27
- 2.5% increase in the seasonal (irrigation meter) volumetric rate in FY26 and 10.6% in FY27
- 12.2% increase in the resale volumetric rate in FY26 and 28.4% in FY27
- 5% increase in the private fireline charges in FY26 and 7% in FY27
- 16% increase in residential System Development Fees in FY26
- 17.5% increase in non-residential System Development Fees in FY26
- 14% increase in irrigation System Development Fees in FY26
- Increase various miscellaneous fees to reflect the cost of services

### Wastewater Rates

- 0% increase in fixed monthly charges in FY26 and a 2% increase in FY27
- 0% Increase in volumetric rates in FY26 and a 3.5% increase in FY27
- Increase to rates for Par Montana, Phillips 66 Refinery, and Lockwood Water and Sewer that will generate and additional $1.2 million in FY26 and another $122,000 in FY27
- 1.9% increase in septage disposal fee in FY26
- 13% decrease in Billings System Development Fees in FY26
- 20.5% decrease in Lockwood System Development Fees in FY26
- Increase various miscellaneous fees to reflect the cost of services

The attached resolution specifies the proposed rates and fees. A comparison of current versus proposed rates is also attached. A public hearing is required per MCA 69-7-111 and if the current proposed resolution is approved, rates will be effective July 1, 2025, and July 1, 2026, as indicated.

## ALTERNATIVES

City Council may:

- Approve the recommended resolution; or,
- Approved an amended resolution; or
- Not approve a resolution. If Council does not approve a resolution specifying rates and fees for FY26 and FY27, the rates and fees will continue at current levels, leaving insufficient revenues in the water and wastewater funds to maintain current service levels.

## FISCAL EFFECTS

The proposed rate and fee adjustments will generate approximately $920,000 in water revenues in FY26 and an additional $1.2 million in FY27, as well as $996,000 in wastewater revenues in FY26 and an additional $1.7 million in FY27.

---

**Attachments**

Resolution
Rate Comparison

**RESOLUTION 25-**

**A RESOLUTION SPECIFYING WATER AND WASTEWATER RATE AND FEE SCHEDULE ADJUSTMENTS ENACTED PURSUANT TO TITLE 69, CHAPTER 7, MONTANA CODE ANNOTATED.**

WHEREAS, water and wastewater cost of service studies have been completed and water and wastewater rate and fee schedules have been prepared for the municipal water and wastewater utility that would generate adequate funds to operate the utilities, as well as require each customer class of the utilities to pay its fair share of the cost of operating the water and wastewater systems; and

WHEREAS, the cost-of-service studies anticipate a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to inhabitants of the City of Billings, Montana; and

WHEREAS, under Title 69, Chapter 7 of the Montana Code Annotated, the City of Billings is authorized to regulate the City's municipal water and wastewater utility and to change water and wastewater rates, fees, and charges as may be deemed by the City Council to be reasonable and just, and

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Billings and its environs to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:**

1. That the following schedule of rates, fees, and charges are found to be just, reasonable, and necessary for the continued sound operation of the water and wastewater utilities and that the proposed rates, fees, and charges are approved, adopted, and published as the rates, fees, and charges of the City of Billings, Montana water and wastewater utilities, effective July 1, 2025 and July 1, 2026.

# WATER RATE AND FEE SCHEDULES

## Schedule I METERED WATER MONTHLY VOLUME CHARGES

**Customers within the City**

| Customer Class | Effective 7/1/25 $ per kGal | Effective 7/1/26 $ per kGal |
|---|---|---|
| Residential | | |
| Tier 1 (0-10,000 Gallons) | $ 4.87 | $ 4.97 |
| Tier 2 (11,000-32,000 Gallons) | $ 5.82 | $ 5.94 |
| Tier 3 (33,000-75,000 Gallons) | $ 7.57 | $ 7.72 |
| Tier 4 (> 75,000 Gallons) | $ 11.37 | $ 11.60 |
| Non-Residential | $ 4.07 | $ 4.07 |
| Bulk Water Resellers | $ 5.03 | $ 5.03 |
| Seasonal | $ 7.05 | $ 7.80 |
| Multi-Family | $ 4.78 | $ 4.78 |

**Customers outside the City**

| Customer Class | Effective 7/1/25 $ per kGal | Effective 7/1/26 $ per kGal |
|---|---|---|
| Residential | | |
| Tier 1 (0-10,000 Gallons) | $ 5.03 | $ 5.13 |
| Tier 2 (11,000-32,000 Gallons) | $ 6.04 | $ 6.16 |
| Tier 3 (33,000-75,000 Gallons) | $ 7.87 | $ 8.03 |
| Tier 4 (> 75,000 Gallons) | $ 11.79 | $ 12.03 |
| Non-Residential | $ 4.33 | $ 4.33 |
| Resale | $ 3.41 | $ 4.38 |

## Schedule II FIXED MONTHLY WATER CHARGES

**Customers within the City**

| Meter Size | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|
| 3/4" | $ 8.75 | $ 8.95 |
| 1" | $ 9.95 | $ 10.15 |
| 1-1/2" | $ 12.05 | $ 12.30 |
| 2" | $ 17.20 | $ 17.55 |
| 3" | $ 53.60 | $ 54.65 |
| 4" | $ 69.80 | $ 71.20 |
| 6" | $ 104.70 | $ 106.80 |
| 8" | $ 143.10 | $ 145.95 |
| 10" | $ 208.50 | $ 212.65 |

**Customers outside the City**

| Meter Size | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|
| 3/4" | $ 9.55 | $ 9.75 |
| 1" | $ 10.80 | $ 11.00 |
| 1-1/2" | $ 13.05 | $ 13.30 |
| 2" | $ 18.75 | $ 19.15 |
| 3" | $ 58.25 | $ 59.40 |
| 4" | $ 75.90 | $ 77.40 |
| 6" | $ 113.85 | $ 116.15 |
| 8" | $ 155.55 | $ 158.65 |
| 10" | $ 231.20 | $ 235.80 |

## Schedule III PRIVATE FIRE PROTECTION CHARGES

| Connection Size | Inside City Effective 7/1/25 | Inside City Effective 7/1/26 |
|---|---|---|
| 1-1/4" | $ 36.30 | $ 38.85 |
| 1-1/2" | $ 48.40 | $ 51.80 |
| 2" | $ 77.60 | $ 83.05 |
| 3" | $ 193.65 | $ 207.20 |
| 4" | $ 338.95 | $ 362.70 |
| 6" | $ 774.55 | $ 828.75 |
| 8" | $ 1,355.45 | $ 1,450.35 |
| 10" | $ 2,129.80 | $ 2,278.90 |
| 12" | $ 3,067.15 | $ 3,281.85 |
| 14" | $ 4,174.65 | $ 4,466.90 |

| | Outside City Effective 7/1/25 | Outside City Effective 7/1/26 |
|---|---|---|
| 1-1/4" | $ 36.90 | $ 39.50 |
| 1-1/2" | $ 49.10 | $ 52.55 |
| 2" | $ 78.55 | $ 84.05 |
| 3" | $ 196.40 | $ 210.15 |
| 4" | $ 343.50 | $ 367.55 |
| 6" | $ 785.35 | $ 840.30 |
| 8" | $ 1,374.30 | $ 1,470.50 |
| 10" | $ 2,159.60 | $ 2,310.75 |
| 12" | $ 3,109.75 | $ 3,327.45 |
| 14" | $ 4,232.75 | $ 4,529.05 |

## WATER SPECIAL FEES AND CHARGES

| **Schedule IV** | **Effective 7/1/25** | **Effective 7/1/26** |
|---|---|---|
| 1.) Application for extension of the water distribution system of the City | $ 206.00 | $ 212.00 |
| 2.) Application for water service line installation permits | $ 139.00 | $ 143.00 |
| 3.) Special agreements | $ 148.00 | $ 148.00 |
| 4.) Water meter accuracy test fee | | |
| (a) Small meter (in shop) | $ 80.00 | $ 85.00 |
| (b) Large meter (in field) | $ 240.00 | $ 260.00 |
| (c) Hydrant meter rental ($/day) | $ 5.65 | $ 5.85 |
| 5.) Construction meter setting and removal fee ($/meter) | $ 72.00 | $ 74.00 |
| 6.) Fireflow fee ($/hydrant) | $ 124.00 | $ 127.00 |
| 7.) Turn-on/Turn-off charge | | |
| (a) Normal working hours | $ 42.00 | $ 42.00 |
| (b) Outside normal working hours | $ 105.00 | $ 110.00 |
| 8.) Water main tapping fee | | |
| (a) Two-inch diameter tap or smaller ($/tap each visit) | $ 160.00 | $ 164.00 |
| (b) Over two-inch diameter tap ($/tap each visit) | $ 370.00 | $ 380.00 |
| 9.) Flushing, testing, and chlorinating fee ($ each visit) | $ 165.00 | $ 170.00 |
| *--Water for flushing, testing, and chlorinating charged at current seasonal rate per kGal* | | |
| 10.) Delinquent service charge | | |
| (a) Normal working hours | $ 84.00 | $ 84.00 |
| (b) After 5:00 p.m. weekdays | $ 130.00 | $ 140.00 |
| (c) Weekends/Holidays | $ 260.00 | $ 260.00 |
| 11.) NSF/Returned item fee | $ 25.00 | $ 25.00 |
| 12.) Late payment interest charge (%/month) | 1.5% | 1.5% |
| 13.) Water service line/fireline repair program fee ($/month) | $ 1.30 | $ 1.30 |

## Schedule V — WATER SYSTEM DEVELOPMENT FEES

**Residential**

| | **Tier by Lot Size (sq ft)** | **Outdoor Component** | **Indoor Per Unit (up to 4 Units)** |
|---|---|---|---|
| | | **Effective 7/1/25** | |
| **All Meter Sizes** | < 5,400 | $730 | $1,616 |
| | 5,400 to 8,600 | $1,475 | |
| | 8,601 to 11,800 | $2,167 | |
| | > 11,800 | $5,681 | |
| **Meter or Service Line Size** | **Non-Residential** | **Irrigation** | |

**(Including Multi-Family above 4 units)**

| | Effective 7/1/25 | |
|---|---|---|
| 3 / 4" or less (1 EDU) | $10,485 | $12,956 |
| 1" | $17,778 | $21,971 |
| 1 1 / 2 " | $35,557 | $43,947 |
| 2" | $56,894 | $70,322 |
| 3" | $113,788 | $140,615 |
| 4" | $177,798 | $219,716 |

For connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will forecast the demands on an average day basis. The System Development Fee (SDF) will be calculated as follows: SDF = ADD * 10.37

Where:

ADD is the projected average day demand of the new user in gallons per day,

10.37 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

## Schedule I — WASTEWATER MONTHLY VOLUME CHARGES

| Customer Class | Effective 7/1/25 $ per kGal | Effective 7/1/26 $ per kGal |
|---|---|---|
| **Customers within the City** | | |
| Residential | $ 5.75 | $ 5.95 |
| Large Residential | $ 5.75 | $ 5.95 |
| Commercial-Domestic Strength | $ 5.75 | $ 5.95 |
| **Customers outside the City** | $ 5.75 | $ 5.95 |

## Schedule IA — FIXED MONTHLY WASTEWATER CHARGES

**Customers within the City**

| Meter Size | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|
| 3/4" | $ 7.85 | $ 8.00 |
| 1" | $ 10.00 | $ 10.15 |
| 1-1/2" | $ 12.25 | $ 12.50 |
| 2" | $ 12.85 | $ 13.05 |
| 3" | $ 20.70 | $ 21.05 |
| 4" | $ 78.50 | $ 79.90 |
| 6" | $ 99.90 | $ 101.70 |
| 8" | $ 149.90 | $ 152.55 |
| 10" | $ 206.95 | $ 210.65 |

**Customers outside the City**

| Meter Size | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|
| 3/4" | $ 8.65 | $ 8.80 |
| 1" | $ 11.00 | $ 11.20 |
| 1-1/2" | $ 13.45 | $ 13.72 |
| 2" | $ 14.10 | $ 14.40 |
| 3" | $ 22.75 | $ 23.20 |
| 4" | $ 86.35 | $ 88.10 |
| 6" | $ 109.90 | $ 112.10 |
| 8" | $ 164.90 | $ 168.20 |
| 10" | $ 227.65 | $ 232.20 |

## Schedule IB — LOCKWOOD WASTEWATER MONTHLY CHARGES

| Lockwood Sewer District | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|
| Volume Charge | $1.983/kGal | $2.043/kGal |
| Fixed Monthly Fee | $ 34,242 | $ 35,133 |
| Surcharge Fee | 6% | 6% |

## Schedule IC — PHILLIPS 66 WASTEWATER MONTHLY CHARGES

| Phillips 66 Billings Refinery | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|
| Volume Charge | $0.933/kGal | $0.962/kGal |
| Fixed Monthly Fee | $ 59,249 | $ 61,543 |
| Surcharge Fee | 6% | 6% |

## Schedule ID — PAR MONTANA WASTEWATER MONTHLY CHARGES

| ExxonMobil Refinery | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|
| Volume Charge | $0.873/kGal | $0.900/kGal |
| Fixed Monthly Fee | $ 76,081 | $ 79,012 |
| Surcharge Fee | 6% | 6% |

## Schedule II — WASTEWATER EXTRA STRENGTH SURCHARGE

| Unit Charges | Effective 7/1/25 | Effective 7/1/26 |
|---|---|---|

| | | |
|---|---|---|
| X = BOD ($/lb) | $ 0.9019 | $ 0.9019 |
| Y = TSS ($/lb) | $ 0.6144 | $ 0.6144 |
| Z = TKN ($/lb) | $ 1.7892 | $ 1.7892 |

## WASTEWATER SPECIAL FEES AND CHARGES

| **Schedule III** | **Effective 7/1/25** | **Effective 7/1/26** |
|---|---|---|
| 1.) Application for extension of the wastewater collection system of the City | $ 206.00 | $ 212.00 |
| 2.) Application for sanitary sewer service permits: | | |
| (a) Domestic users service line installation permit | $ 139.00 | $ 143.00 |
| (b) Industrial users permit | $ 2,940.00 | $ 3,080.00 |
| 3.) Special agreements | $ 148.00 | $ 148.00 |
| 4.) Septage disposal permit fee ($/1,000 gallons) | $ 62.28 | $ 62.28 |
| 5.) Delinquent service charge | | |
| (a) Normal working hours | $ 84.00 | $ 84.00 |
| (b) After 5:00 p.m. weekdays | $ 130.00 | $ 140.00 |
| (c) Weekends/Holidays | $ 260.00 | $ 260.00 |
| 6.) NSF/Returned item fee | $ 25.00 | $ 25.00 |
| 7.) Late payment interest charge (%/month) | 1.5% | 1.5% |

## Schedule IV WASTEWATER SYSTEM DEVELOPMENT FEES

| | Effective 7/1/25 | |
|---|---|---|
| **Meter or Service Line Size** | **City Service Area** | **Lockwood Service Area** |
| 3/4” or less (*1EDU) | $ 2,442 | $ 1,009 |
| 1” | $ 7,504 | $ 3,096 |
| 1-1/2" | $ 21,778 | $ 8,990 |
| 2" | $ 37,596 | $ 15,528 |
| 3" | $ 97,552 | $ 40,293 |
| 4" | $ 228,384 | $ 94,336 |

For connections to the wastewater system with meters larger than 4 inches or when the unique usage characteristics of a large wastewater user may require, the City will forecast the requirements for the flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) to determine the number of Equivalent Dwelling Units (EDUs). The System Development Fee (SDF) will be calculated as follows:

($6.19 * Flow * (0.578 + (BOD * 0.182/ 200) + (TSS *0.147/200) + (TKN * 0.093/45)))

Where:

BOD is the projected BOD loading of the new user's effluent in milligrams per liter, and
TSS is the projected TSS loading of the new user's effluent in milligrams per liter, and
TKN is the projected TKN loading of the new user's effluent in milligrams per liter.

The constants used in the above formula are:

$ 6.19 equals the unit cost of the existing system buy-in component plus the unit cost of the development related new facility component.

0.578 equals the proportion of the City's wastewater facilities allocated to the flow parameter in its cost-of service analysis.

0..182 equals the proportion of the City's wastewater facilities allocated to the BOD parameter in its cost-of service analysis.

0.147 equals the proportion of the City's wastewater facilities allocated to the TSS parameter in its cost-of service analysis.

0.093 equals the proportion of the City's wastewater facilities allocated to the TKN parameter in its cost-of service analysis.

---

2. That this Resolution is to be immediately filed in the City Clerk's Office and that the decision adopting the adjusted rates shall be final ten days after such are so filed.

**ADOPTED AND APPROVED** by the City Council of the City of Billings, Montana, on the 27th day of May 2025.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

## Water and Wastewater Rate and Fee Comparison

### METERED WATER MONTHLY VOLUME CHARGES

| Customer Class | Within the City | | | |
|---|---|---|---|---|
| | Volume | Current Rate | Effective 07/01/2025 | Effective 07/01/2026 |
| Residential | | | | |
| Tier 1 | 0-10,000 Gallons | $ 4.87 | $ 4.87 | $ 4.97 |
| Tier 2 | 11-32,000 Gallons | $ 5.82 | $ 5.82 | $ 5.94 |
| Tier 3 | 33-75,000 Gallons | $ 7.57 | $ 7.57 | $ 7.72 |
| Tier 4 | > 75,000 Gallons | $ 11.37 | $ 11.37 | $ 11.60 |
| Non-Residential | | $ 3.97 | $ 4.07 | $ 4.07 |
| Bulk Water Resellers | | $ 4.91 | $ 5.03 | $ 5.03 |
| Seasonal | | $ 6.88 | $ 7.05 | $ 7.80 |
| Multi-family | | $ 4.78 | $ 4.78 | $ 4.78 |

| Customer Class | Outside the City | | | |
|---|---|---|---|---|
| | Volume | Current Rate | Effective 07/01/2025 | Effective 07/01/2026 |
| Residential | | | | |
| Tier 1 | 0-10,000 Gallons | $ 5.03 | $ 5.03 | $ 5.13 |
| Tier 2 | 11-32,000 Gallons | $ 6.04 | $ 6.04 | $ 6.16 |
| Tier 3 | 33-75,000 Gallons | $ 7.87 | $ 7.87 | $ 8.03 |
| Tier 4 | > 75,000 Gallons | $ 11.79 | $ 11.79 | $ 12.03 |
| Non-Residential | | $ 4.22 | $ 4.33 | $ 4.33 |
| Resale | | $ 3.04 | $ 3.41 | $ 4.38 |

### FIXED MONTHLY WATER CHARGES

| | Within the City | | | Outside the City | | |
|---|---|---|---|---|---|---|
| Meter Size | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
| 3/4" | $ 8.75 | $ 8.75 | $8.95 | $9.55 | $9.55 | $9.75 |
| 1" | $ 9.95 | $ 9.95 | $10.15 | $10.80 | $10.80 | $11.00 |
| 1-1/2" | $ 12.05 | $ 12.05 | $12.30 | $13.05 | $13.05 | $13.30 |
| 2" | $ 17.20 | $ 17.20 | $17.55 | $18.75 | $18.75 | $19.15 |
| 3" | $ 53.60 | $ 53.60 | $54.65 | $58.25 | $58.25 | $59.40 |
| 4" | $ 69.80 | $ 69.80 | $71.20 | $75.90 | $75.90 | $77.40 |
| 6" | $ 104.70 | $ 104.70 | $106.80 | $113.85 | $113.85 | $116.15 |
| 8" | $ 143.10 | $ 143.10 | $145.95 | $155.55 | $155.55 | $158.65 |
| 10” | $ 208.50 | $ 208.50 | $212.65 | $231.20 | $231.20 | $235.80 |

## PRIVATE FIRE PROTECTION CHARGES

| | Within the City | | | Outside the City | | |
|---|---|---|---|---|---|---|
| Meter Size | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
| 1 ¼” | $ 34.55 | $ 36.30 | $ 38.85 | $ 35.15 | $ 36.90 | $ 39.50 |
| 1 ½” | $ 46.10 | $ 48.40 | $ 51.80 | $ 46.75 | $ 49.10 | $ 52.55 |
| 2" | $ 73.90 | $ 77.60 | $ 83.05 | $ 74.80 | $ 78.55 | $ 84.05 |
| 3" | $ 184.45 | $ 193.65 | $ 207.20 | $ 187.05 | $ 196.40 | $ 210.15 |
| 4" | $ 322.80 | $ 338.95 | $ 362.70 | $ 327.15 | $ 343.50 | $ 367.55 |
| 6" | $ 737.65 | $ 774.55 | $ 828.75 | $ 747.95 | $ 785.35 | $ 840.30 |
| 8" | $ 1,290.90 | $ 1,355.45 | $ 1,450.35 | $ 1,308.85 | $ 1,374.30 | $ 1,470.50 |
| 10" | $ 2,028.40 | $ 2,129.80 | $ 2,278.90 | $ 2,056.75 | $ 2,159.60 | $ 2,310.75 |
| 12” | $ 2,921.10 | $ 3,067.15 | $ 3,281.85 | $ 2,961.65 | $ 3,109.75 | $ 3,327.45 |
| 14” | $ 3,975.85 | $ 4,174.65 | $ 4,466.90 | $ 4,031.20 | $ 4,232.75 | $ 4,529.05 |

## WATER SPECIAL FEES AND CHARGES

| | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
|---|---|---|---|
| Application for extension of the water distribution system of the City | $200.00 | $206.00 | $212.00 |
| Application for water service line installation permits | $130.00 | $139.00 | $143.00 |
| Special agreements | $140.00 | $148.00 | $148.00 |
| Water meter accuracy test fee | | | |
| Small meter | $70.00 | $80.00 | $85.00 |
| Large meter | $230.00 | $240.00 | $260.00 |
| Hydrant meter rental ($/day) | $5.50 | $5.65 | $5.85 |
| Construction meter setting and removal fee | $70.00 | $72.00 | $74.00 |
| Fireflow fee | $120.00 | $124.00 | $127.00 |
| Turn-on/Turn-off charge - Normal working hours | $40.00 | $42.00 | $42.00 |
| Turn-on/Turn-off charge - After hours | $100.00 | $105.00 | $110.00 |
| Water main tapping fee | | | |
| Two-inch diameter tap or smaller | $155.00 | $160.00 | $164.00 |
| Over two-inch diameter tap | $360.00 | $370.00 | $380.00 |
| Flushing, testing, and chlorinating fee | $160.00 | $165.00 | $170.00 |
| Delinquent service charge | | | |
| Normal working hours | $80.00 | $84.00 | $84.00 |
| After 5:00 p.m. weekdays | $120.00 | $130.00 | $140.00 |
| Weekends/Holidays | $260.00 | $260.00 | $260.00 |
| NSF fee | $25.00 | $25.00 | $25.00 |
| Late payment interest charge (%/month) | 1.50% | 1.50% | 1.50% |
| Water service line/fireline repair program fee ($/month) | $1.30 | $1.30 | $1.30 |

## WATER SYSTEM DEVELOPMENT FEES

| Residential | | | | |
|---|---|---|---|---|
| | FY24 and FY25 | | FY26 and FY27 | |
| Tier by Lot Size (sq ft) | Outdoor Component | Indoor Per Unit (Up to 4 Units) | Outdoor Component | Indoor Per Unit (Up to 4 Units) |
| < 5,400 | $630 | $1,390 | $730 | $1,616 |
| 5,400 to 8,600 | $1,270 | | $1,475 | |
| 8,601 to 11,800 | $1,865 | | $2,167 | |
| > 11,800 | $4,895 | | $5,681 | |

| **Meter or Service Line Size** | **Non-Residential** | | **Seasonal Irrigation** | |
|---|---|---|---|---|
| | **Current Fee** | **Effective 07/01/2025** | **Current Fee** | **Effective 07/01/2025** |
| 3/4" or less (1 EDU) | $8,925 | $10,485 | $11,075 | $12,956 |
| 1" | $15,140 | $17,778 | $18,775 | $21,971 |
| 1-1/2" | $30,270 | $35,557 | $37,550 | $43,947 |
| 2" | $48,435 | $56,894 | $60,090 | $70,322 |
| 3" | $96,875 | $113,788 | $120,175 | $140,615 |
| 4" | $151,370 | $177,798 | $187,780 | $219,716 |

## WASTEWATER MONTHLY VOLUME CHARGES

| Customer Class | Within the City | | |
|---|---|---|---|
| | Current Rate | Effective 07/01/2025 | Effective 07/01/2026 |
| Residential | $5.75 | $5.75 | $5.95 |
| Large Residential | $5.75 | $5.75 | $5.95 |
| Commercial | $5.75 | $5.75 | $5.95 |
| Public Buildings | $5.75 | $5.75 | $5.95 |
| | Outside the City | | |
| All Users | $5.75 | $5.75 | $5.95 |

## FIXED MONTHLY WASTEWATER CHARGES

| | Within the City | | | Outside the City | | |
|---|---|---|---|---|---|---|
| Meter Size | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
| 3/4" | $7.85 | $7.85 | $8.00 | $8.65 | $8.65 | $8.80 |
| 1" | $10.00 | $10.00 | $10.15 | $11.00 | $11.00 | $11.20 |
| 1-1/2" | $12.25 | $12.25 | $12.50 | $13.45 | $13.45 | $13.72 |
| 2" | $12.85 | $12.85 | $13.05 | $14.10 | $14.10 | $14.40 |
| 3" | $20.70 | $20.70 | $21.05 | $22.75 | $22.75 | $23.20 |
| 4" | $78.50 | $78.50 | $79.90 | $86.35 | $86.35 | $88.10 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 6" | $99.90 | $99.90 | $101.70 | $109.90 | $109.90 | $112.10 |
| 8" | $149.90 | $149.90 | $152.55 | $164.90 | $164.90 | $168.20 |
| 10" | $206.95 | $206.95 | $210.65 | $227.65 | $227.65 | $232.20 |

## LOCKWOOD WATER AND SEWER DISTRICT WASTEWATER MONTHLY CHARGES

| | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
|---|---|---|---|
| Volume Charge | $1.475/kGal | $1.983/kGal | $2.043kGal |
| Fixed Monthly Fee | $30,036 | $34,242 | $35,133 |
| Surcharge Fee | 6% | 6% | 6% |

## PHILLIPS 66 BILLINGS REFINERY WASTEWATER MONTHLY CHARGES

| | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
|---|---|---|---|
| Volume Charge | $0.782/kGal | $0.933/kGal | $0.962/kGal |
| Fixed Monthly Fee | $35,222 | $88,431 | $92,097 |
| Surcharge Fee | 6% | 6% | 6% |

## PAR MONTANA WASTEWATER MONTHLY CHARGES

| | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
|---|---|---|---|
| Volume Charge | $0.648/kGal | $0.873/kGal | $0.900/kGal |
| Fixed Monthly Fee | $31,346 | $59,249 | $61,543 |
| Surcharge Fee | 6% | 6% | 6% |

## WASTEWATER EXTRA STRENGTH SURCHARGE

| Unit Charges | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
|---|---|---|---|
| X = BOD ($/lb) | $0.9019 | $0.9019 | $0.9019 |
| Y = TSS ($/lb) | $0.5811 | $0.6144 | $0.6144 |
| Z = TKN ($/lb) | $1.7217 | $1.7892 | $1.7892 |

## WASTEWATER SPECIAL FEES AND CHARGES

| | Current Fee | Effective 07/01/2025 | Effective 07/01/2026 |
|---|---|---|---|
| Application for extension of the wastewater collection system of the City | $200.00 | $206.00 | $212.00 |
| Application for domestic service line installation permit | $130.00 | $139.00 | $143.00 |
| Application for industrial users permit | $2,800.00 | $2,940.00 | $3,080.00 |
| Special Agreements | $140.00 | $148.00 | $148.00 |

| | | | |
|---|---|---|---|
| Septage disposal permit fee ($/1,000 gallons) | $61.12 | $62.28 | $62.28 |
| Delinquent service charge | | | |
| Normal working hours | $80.00 | $84.00 | $84.00 |
| After 5:00 p.m. weekdays | $120.00 | $130.00 | $140.00 |
| Weekends/Holidays | $260.00 | $260.00 | $260.00 |
| NSF fee | $25.00 | $25.00 | $25.00 |
| Late payment interest charge (%/month) | 1.50% | 1.50% | 1.50% |

## WASTEWATER SYSTEM DEVELOPMENT FEES

| Meter or Service Line Size | City Service Area | | Lockwood Service Area | |
|---|---|---|---|---|
| | Current Fee | Effective 07/01/2025 | Current Fee | Effective 07/01/2025 |
| 3/4" or less (1 EDU) | $2,800 | $2,442 | $1,270 | $1,009 |
| 1" | $8,600 | $7,504 | $3,895 | $3,096 |
| 1-1/2" | $24,970 | $21,778 | $11,315 | $8,990 |
| 2" | $43,100 | $37,596 | $19,530 | $15,528 |
| 3" | $111,830 | $97,552 | $50,670 | $40,293 |
| 4" | $261,800 | $228,384 | $118,630 | $94,336 |

City Council Regular

| | |
|---|---|
| Date: | 05/27/2025 |
| Title: | City Administrator Employment Agreement Addendum |
| Presented by: | Chris Kukulski, City Administrator |
| Department: | City Hall Administration |
| Presentation: | No |
| Legal Review: | Yes |
| Project Number: | N/A |

## RECOMMENDATION

City Council approve the attached addendum to the employment agreement between the City and City Administrator.

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

The employment agreement between the City and City Administrator does not include a cost of living adjustment (COLA). In Fiscal Year 2025 (July 1, 2025 - June 30, 2025) no adjustment was made to the city administrator's compensation. If approved, the COLA increase would be effective July 1, 2025.

The EMPLOYMENT AGREEMENT is amended to include the following additional **bold language** to Section 3 - Compensation:

**D. Effective July 1, 2025, and on each subsequent July 1 thereafter, the Employee's base salary shall be increased by three percent (3%) as a cost-of-living adjustment (COLA).**

## ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

## FISCAL EFFECTS

A 3% increase in base pay will increase the city administrator's salary from $212,628 to $219,007.

**Attachments**

Employment Agreement Addendum

**Addendum to EMPLOYMENT AGREEMENT**

**Between**

**City of Billings & Chris A. Kukulski**

**Effective May 27, 2025**

This Addendum amends and supplements the EMPLOYMENT AGREEMENT dated December 2, 2022, between the City of Billings, "City," and Chris A. Kukulski, "Employee."

The EMPLOYMENT AGREEMENT is amended to include the following additional **bold language** to Section 3 - Compensation:

> **D. Effective July 1, 2025, and on each subsequent July 1 thereafter, the Employee's base salary shall be increased by three percent (3%) as a cost-of-living adjustment (COLA).**

All other terms and conditions of the EMPLOYMENT AGREEMENT remain unchanged and in effect.

**IN WITNESS WHEREOF,** the Parties have executed the Agreement this _____ day of _____, 2025.

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

_____
William A. Cole, Mayor

ATTEST:

By: _____
City Clerk

**EMPLOYEE**

_____
Chris A. Kukulski