

****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.



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

**CITY COUNCIL
REGULAR BUSINESS MEETING**

**AGENDA
SEPTEMBER 8, 2025**

5:30 P.M.

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

CALL TO ORDER: Mayor Cole

PLEDGE OF ALLEGIANCE: Mayor Cole

INVOCATION: Councilmember Rogers

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

MINUTES: August 25, 2025

COURTESIES:

PROCLAMATIONS: September 21, 2025 - Suicide Prevention Day

COUNCIL REPORTS:

ADMINISTRATOR REPORTS - CHRIS KUKULSKI

PUBLIC COMMENT on "NON-PUBLIC HEARING" Agenda Items: 1 and 4 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. **City Vehicles.** (Opened 8/19/25) Recommend Laurel Chevrolet (three vehicles); Rogers Motors (four vehicles); and Billion Auto Group (two vehicles).

B. **Purchase of two Airport Rescue Fire Fighting (ARFF) trucks;** Rosenbauer Minnesota, LLC.

C. **Purchase of one Toolcat UW56 for Public Works;** Bobcat of Big Sky.

D. **Agreement for Microsoft Enterprise/Volume Licensing;** SHI International Corp.

E. **West End Hangar Ground Lease with Experimental Aircraft Association Chapter 57, Inc.**

F. **West End Hangar Ground Lease with Belix Investments, LLC.**

G. **West End Hangar Ground Lease with Robert C. Bryan and Phyllis C. Bryan.**

H. **Amended Plat of Southgate Subdivision, 1st Filing. *Quasi-Judicial**

I. Bills for the Weeks of:

- 1. August 11, 2025
- 2. August 18, 2025

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

REGULAR AGENDA:

- 2. **PUBLIC HEARING AND RESOLUTION** setting Special Improvement Lighting Maintenance District (SILMD) assessments. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution setting Special Improvement Lighting Maintenance District (SILMD) assessments, as recommended by staff.

- 3. **PUBLIC HEARING AND RESOLUTION** setting and assessing Encroachment Rental fees. Staff recommends approval.

Recommended Motion: Having conducted a public hearing, considered written and spoken public testimony, I move to approve a Resolution setting and assessing Encroachment Rental fees, as recommended by staff.

- 4. **TAX INCREMENT FINANCING ASSISTANCE EXTENSION** from the Downtown Urban Renewal TIF District for Old Billings Hardware Development Venture, LP for its mixed use project at 2802 Montana Avenue, up to \$745,000. Downtown Billings Partnership (DBP) Board recommends approval.

Recommended Motion: I move to conditionally approve tax increment financing assistance from the Downtown Urban Renewal TIF District for Old Billings Hardware Development Venture, LP for its mixed use project at 2802 Montana Avenue, up to \$745,000, as recommended by DBP Board.

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:

Residency Requirements for Department Heads - Councilmember Kennedy

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.

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

City Council Regular

Date: 09/08/2025
Title: Award of bids for City Vehicles
Presented by: Nick Westburg
Department: City Hall Administration
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends awarding bid schedule 1 to Laurel Chevrolet for \$44,771 with the replaced unit 1704 being transferred from Airport to IT per the FY26 ERP (Equipment Replacement Plan). Staff recommends awarding bid schedule 2 to Rogers Motors for \$45,590 with replaced unit 1710 being transferred from Airport to Facilities per the FY26 ERP. Staff recommends awarding bid schedule 3 to Rogers Motors for \$41,716 with the replaced unit 1955 being transferred from Code Enforcement to Fleet Services per the FY26 ERP. Staff recommends awarding bid schedule 4 to Billion Auto for \$25,839 with replaced unit 1071 being retained by Facilities, replacing unit 1070, with 1070 being sold on the Public Surplus Online auction per the FY26 ERP. Staff recommends awarding bid schedule 5 to Laurel Chevrolet for \$50,417, as the lowest bid that was submitted by Rogers Motors for \$42,470 will not be accepted because it was bid as a Special Service Vehicle and our specifications were for a Police Responder Pickup or Police Pursuit Vehicle only. The replaced unit 4098, will be sold on the Public Surplus Online auction per FY26 ERP. Staff recommends awarding bid schedule 6 to Laurel Chevrolet for \$24,106 with the replaced unit 1510 being sold on the Public Surplus Online auction per the FY26 ERP. Staff recommends awarding bid schedule 7 to Billion Auto for \$47,886 with the replaced unit 7501 being transferred from D&C to Parks after the sale of Parks unit 3607 per the FY26 ERP. Staff recommends awarding bid schedule 8 to Rogers Motors for \$44,759 with replaced unit 1103 being transferred from Streets to Parks after the sale of Parks unit 1614 on the Public Surplus Online auction per FY26 ERP. Staff recommends awarding bid schedule 9 to Rogers Motors for \$45,590 with replaced unit 1116 sold at Public Surplus Online auction per FY26 ERP.

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

Nine City vehicles in the car/light truck class are scheduled for replacement as part of the City's Equipment Replacement Program. These replacements were approved by the City Council during the FY25-26 budget process. Staff advertised for sealed bids for City Vehicles on August 1st and August 8th with the bid opening on August 19th, 2025.

The bids are for the following types of vehicles:

- One 1/2 ton 4x4 quad cab short box pickup (Airport)
- One 1 ton 4x4 regular cab long box pickup (Airport)
- One 1/2 ton 4-wheel drive extended cab short box pickup (Code Enforcement)
- One all-wheel drive four-door SUV (Facilities)
- One 1/2 ton 4x4 quad cab short box PRP or PPV pickup (Fire)
- One all-wheel drive mid-sized four-door sedan (Police)
- One 1-ton 4-wheel drive extended cab long 8' box pickup (Public Works Utilities)
- One 3/4 ton 4x4 regular cab long 8' box pickup (Street Department)
- One 1-ton 4x4 regular cab long 8' box pickup (Street Department)

STAKEHOLDERS

City Departments: Depend on these vehicles for daily operations, impacting service quality and efficiency.

City Residents: Benefit from reliable City services supported by well-maintained vehicles.

Fleet Services: Manages the maintenance of these vehicles and the sale of replaced vehicles, contributing to the City's budget.

Vendors: Laurel Chevrolet, Rogers Motors and Billion Auto Group are key to delivering vehicles as per the contract.

ALTERNATIVES

City Council may:

- Approve the purchase of vehicles from the lowest qualified bidders or,
- Disapprove the purchases and reject all bids. If the bids are rejected, the units will not be replaced in a timely manner and the existing units will be used beyond the Equipment Replacement Plan recommendations. Vehicle

reliability will decrease and maintenance costs will increase.

FISCAL EFFECTS

The City department's FY26 budget includes sufficient funds to replace the vehicles as described. Four vendors submitted bids, with the total bid awarded amount being \$370,674. Laurel Chevrolet's winning bid amount of 3 vehicles being \$119,294, Rogers Motors 4 vehicles for \$177,655 and Billion Auto Group with 2 vehicles for \$73,725, for a total of \$370,674.

Attachments

FY26 bid summary



BID TABULATION SUMMARY

Contact: Nick Westburg

westburng@billingsmt.gov

PROJECT NAME:

City Vehicles

Date: 8/19/2025

NAME OF BIDDER	Laurel Chevrolet	Rogers Motors	KIG Vehicle Concepts	Bilion Auto Group
STATE	MT	ID	FL	MT
Type of Security	N/A	N/A	N/A	N/A
Addendum(s)	N/A	N/A	N/A	N/A
Schedule 1	\$44,771.00	\$46,374.00	\$60,879.84	\$46,504.00
Schedule 2	\$49,350.00	\$45,590.00	\$57,543.94	\$46,041.00
Schedule 3	\$41,914.00	\$41,716.00	\$55,929.24	\$42,483.00
Schedule 4	\$27,432.00	\$27,403.00	\$65,390.85	\$25,839.00
Schedule 5	\$50,417.00	\$42,470.00	No Bid	No Bid
Schedule 6	\$24,106.00	No Bid	\$28,766.43	\$24,615.00
Schedule 7	\$49,354.00	\$49,067.00	\$60,576.07	\$47,886.00
Schedule 8	\$48,397.00	\$44,759.00	\$56,213.41	\$45,191.00
Schedule 9	\$49,350.00	\$45,590.00	\$57,543.94	\$45,924.00

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

Sealed bids entitled City Vehicles for the City of Billings, Montana, will be received by the Billings City Clerk, via email at bids@billingsmt.gov or via mail or delivery on the 5th floor at 316 N. 26th Street, Billings, MT 59101 (P. O. Box 1178, Billings, MT 59103), until 2:00 PM (MST) on Tuesday, August 19, 2025, and then publicly opened and read aloud via Facebook Live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding the city vehicles can be obtained by contacting Nick Westburg Fleet Services Manager via telephone at 406-657-8229 or email at westburgn@billingsmt.gov. The full bid packet may also be found on the City's website at www.billingsmt.gov, by clicking on "Doing Business," and then on "Bids."

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, 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 bids 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 bid which is in the best interests of the City of Billings, Montana.

The bid price will remain in effect for the duration of the model year production and within the manufacturer's capacity to produce the units. The City may place additional orders for vehicles from the prices established as a result of this bid.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

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 on August 1 and 8, 2025.

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

Dept: Fleet Services
Publish: August 1st & 8th, 2025.

City Council Regular

Date: 09/08/2025
Title: Airport ARFF Trucks
Presented by: Paul Khera
Department: Airport
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council approve the purchase of one 1500-gallon and one 3000-gallon Airport Rescue Fire Fighting (ARFF) truck to Rosenbauer Minnesota, LLC for the total amount of \$2,364,755.00.

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

The Billings Logan International Airport is an airport rescue and firefighting Index C and requires an ARFF equipment capacity described in 14 CFR 139.317(c)(2). The trucks requested will meet that index and were approved by the City Council at a \$2,000,000 cost through the ERP and budget process. The purchase of these vehicles was approved through the ERP and budget process and procurement planned through the Sourcewell cooperative purchasing contract (110321-RSD). Since that time, the total price has increased by \$364,755.00. Additionally, there is also a two-year delivery time before the trucks can be delivered and by that time, the existing trucks will be 20 years old. The FAA Order 5100.38D lists the useful life of ARFF trucks at 15 years. Federal Aviation Regulations Part 139 require an airport to have an ARFF program to meet the FAA's specific requirements. The Billings Logan International Airport served one million passengers in FY2025 and there is a duty to assure the safety of all the passengers.

ALTERNATIVES

City Council may:

- Approve the purchase of two compliant ARFF trucks in the amount of \$2,364,755.00; or
- Not Approve the purchase and risk truck breakdowns, which would cause ARFF Index degradation and limit the size of aircraft that may serve the airport.

FISCAL EFFECTS

The total cost of this new equipment is \$2,364,755.00. The budgeted amount for these purchases was \$2,000,000. The balance will be paid for with airport funds and reimbursed through Passenger Facility Charge (PFC) funds.

SUMMARY

Staff recommends City Council approve the purchase of one 1500-gallon and one 3000-gallon ARFF truck to Rosenbauer Minnesota, LLC through a Sourcewell contract in the total amount of \$2,364,755.00.

Attachments

20250630_1500gal_Truck
20250703_3000gal_Truck

To: Billings Logan International AIRPORT
1901 Terminal Circle, Room 216
Billings, MT 59105

Date: June 30, 2025

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by (Burke Lakefront), hereinafter called the Buyer and an officer of (Rosenbauer Minnesota, LLC), hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Panther 4x4 ARFF Vehicle per Sourcewell contract #113021-RSD \$1,033,625.00

One Million Thirty Three Thousand Six Hundred Twenty-Five Dollars*
****DOES NOT INCLUDE TAX, PRICE VALID FOR 90 DAYS FROM DATE OF PROPOSAL****

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY: 660 days from receipt of order. (major components must arrive within 200 days or delivery may be extended), subject to all causes beyond the Company's control.

"Delivery" means the date company is prepared to make physical possession of vehicle available to the customer.

CONTRACT CHANGES: After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. *NFPA, DOT, EPA*) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE: The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

PAYMENT TERMS: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE: The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
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WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

PIGGY BACK ORDERS: The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS: This agreement shall be construed in accordance with the laws of the State of Minnesota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in Minnesota. The parties agree that this agreement bears a rational relationship to the State of Minnesota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above-described court.

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

ROSENBAUER MINNESOTA, LLC



Title ARFF Sales Manager

06-30-2025 Date

BUYER:

We accept the above proposal and enter into contract with signature below.

_____ Title _____

_____ Date

APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

Initials _____

www.rosenbaueramerica.com

info@rosenbaueramerica.com

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870 SOUTH BROAD STREET
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P: 402.721.7622

Shop Order

Rosenbauer Minnesota

Exp. Date: 07/24/2025
Quote No: 10021-0007
ARFF: PANTHER Rosenbauer Panther

06/30/2025

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		== Rosenbauer Panther - 0.000 02/11/25 ==		RBM
		Panther 4x4		RBM
PA-00-8000		-- Standard Parts	1	RBM
PA-01-0000		-- Definitions	1	RBM
PA-01-0001		-- Definitions - 4x4	1	RBM
		Expected Use & Fire Suppression Characteristics		RBM
PA-02-0001		-- Expected Use and Fire Suppression Characteristics	1	RBM
		Technical Information		RBM
PA-03-0001		-- Technical Information/Manuals/ On Board USB Storage	1	RBM
PA-03-0004		-- Technical Information/Manuals - USB and Hard Copy	1	RBM
PA-03-0050		-- Familiarization Guide	1	RBM
PA-03-0200		-- Water Foam Agent Applicators	1	RBM
PA-03-0210		-- Quality Assurance	1	RBM
PA-03-0220		-- Delivery	1	RBM
PA-03-0230		-- Vehicle Familiarization	1	RBM
		Warranties/Inspections		RBM
PA-03-0400		-- Base Vehicle Warranty - One Year	1	RBM
PA-03-0402		-- Engine Warranty - Two Year	1	RBM
PA-03-0406		-- Transmission Warranty - Two Year	1	RBM
PA-03-0410		-- Water Pump Warranty - Five Year	1	RBM
PA-03-0412		-- Water/Foam Tank Warranty - Lifetime	1	RBM
PA-03-0414		-- Paint Warranty - Five Year	1	RBM
PA-03-0251		-- ===== No Pre-Construction Meeting =====	1	RBM
PA-03-0261		-- ===== No Final Inspection Trip =====	1	RBM
PA-03-0265		-- ===== No Mid-Point Inspection Trip =====	1	RBM
PA-03-0271		-- ===== No Factory Service Inspection =====	1	RBM
PA-03-0281		-- ===== No Factory Maintenance Training =====	1	RBM
PA-03-0291		-- ===== No Export Preparation =====	1	RBM
PA-31-1215		-- English Labels	1	RBM
PA-03-0103		-- Rosenbauer Testing and Compliance Per NFPA-414/FAA 5220-10E	1	RBM
		Painting/Undercoating		RBM
PA-04-0001		-- Painting 4x4	1	RBM
PA-04-0021	< >	-- Exterior Paint - Single Color, Solid (No Gray Lower Sides) Cab - PPG 9300 Black "A" pillars Rear engine mod face job color Black gloss front under ride parts textured Interior cab - gray texture Angle of departure to be job color Black frame	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-04-0025		-- Undercoating (Wheelwells)	1	RBM
PA-04-0100		-- ===== No Interior Compartment Paint =====	1	RBM
PA-04-0150		-- Wheel Paint - Black	1	RBM
		Lettering/Striping		RBM
PA-05-0001	>	-- Lettering/Numbering	1	RBM
PA-05-0005		-- Plate for Roof Number (Unpainted)	1	RBM
PA-05-0006		-- =====No Painted Rear Number Plate=====	1	RBM
PA-06-0000		-- Striping	1	RBM
PA-06-0001	< >	-- 8" Striping	1	RBM
		Install Panther logo on vehicle per rendering.		
PA-06-1012		-- ===== No Rear Chevron =====	1	RBM
		Winterization System		RBM
PA-07-0050		-- Webasto Winterization System (4x4)	1	RBM
PA-07-0010		-- ===== No Water Tank Heat Exchanger =====	1	RBM
PA-07-0020		-- ===== No Undertank Heat Exchanger =====	1	RBM
PA-07-0030		-- ===== No Cab Heat Exchanger =====	1	RBM
PA-07-0060		-- Aux. Pump Compartment Heat	1	RBM
		Performance		RBM
PA-08-0001		-- Performance - 4X4	1	RBM
		Flexibility		RBM
PA-09-0001		-- Flexibility	1	RBM
		Maintainability		RBM
PA-10-0001		-- Maintainability	1	RBM
PA-10-0010		-- Standard Lubrication (No Auto Lube)	1	RBM
PA-10-0020		-- Component Protection	1	RBM
		Balance and Clearance		RBM
PA-11-0001		-- Balance and Clearances	1	RBM
PA-11-0010		-- Frame - 4x4	1	RBM
		Dimensions		RBM
PA-12-0001		-- Dimension - 4x4	1	RBM
		Load Rating		RBM
PA-13-0001		-- Load Rating - 4x4	1	RBM
		Engine		RBM
PA-14-000F		-- Engine Base Spec (Tier- 4)	1	RBM
PA-14-000E		-- Engine Volvo - North America (Tier-4)	1	RBM
PA-14-0010		-- Engine Brake	1	RBM
PA-15-0000		-- Cooling System (Tier-4)	1	RBM
PA-15-0101		-- Cooling Rating (-40F - 110F)	1	RBM
PA-15-0300		-- High Idle Switch	1	RBM
		Fuel System		RBM
PA-16-0002		-- Fuel System (4x4)	1	RBM
PA-16-0005		-- Fuel Re-Prime System	1	RBM
PA-16-0101		-- Fuel Tank 80 Gallon	1	RBM
		Exhaust System (Tier-4)		RBM
PA-17-0010		-- ===== No Exhaust Outlet Adapter =====	1	RBM
PA-17-0013		-- ===== No Diesel Exhaust Purifier/Scrubber =====	1	RBM
		Transmission		RBM
PA-18-0001		-- Transmission Twin Disc	1	RBM
PA-18-0100		-- Transfer Case	1	RBM
		Suspension		RBM
PA-20-0001		-- Suspension	1	RBM
		Wheels and Tire Assembly		RBM
PA-21-0001	>	-- Wheels and Tire Assembly (Drum Brakes)	1	RBM
PA-21-0010		-- Bridgestone Tires	1	RBM
PA-21-0070	>	-- Bridgestone Spare Wheel and Tire Assembly	1	RBM
PA-21-0060		-- ===== No Bead Locks=====	1	RBM
PA-21-0050		-- Mud Flaps	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-21-0060		-- ===== No Bead Locks=====	1	RBM
PA-21-0202		-- ===== NO Tire Pressure Monitoring System ===== Tow Eyes and Shackles	1	RBM
PA-22-0001		-- Tow Eyes and Shackles	1	RBM
PA-22-0010		-- ===== No Pintle Hitch=====	1	RBM
		Brake System		
PA-23-0001		-- Brake System - 4x4 - ABS - 4 - Channel	1	RBM
PA-23-0010		-- Service Brakes	1	RBM
PA-23-0020		-- Front and Rear Brakes - Wedge-Type	1	RBM
PA-19-0001		-- Front Axle with Drum Brakes	1	RBM
PA-19-0010		-- Rear Axle with Drum Brakes	1	RBM
PA-23-0030		-- Parking Brake	1	RBM
		Steering		
PA-24-0001		-- Steering System	1	RBM
PA-24-0010		-- Left Center Steering Position	1	RBM
PA-25-0003		-- Cab Coach Work left Center Steering Position	1	RBM
		Cab Coach Work		
PA-25-0007		-- Additional Cab Parts for In House Production	1	RBM
		Cab Doors/Windows		
PA-26-0001		-- Cab Doors	1	RBM
PA-26-0003		-- =====No RBI Cab Door Arrestor System=====	1	RBM
PA-26-0011		-- Cab Door Electric Windows	1	RBM
		Bumper/Turret		
PA-27-0001		-- Bumper	1	RBM
PA-27-0040		-- Access Covers	1	RBM
		Roof Access / Emergency Exit Provision		
PA-28-0001		-- Roof Access with Interior Ladder/ Emergency Exit Provision	1	RBM
		Windshield and Windows		
PA-29-0001		-- Windshield Wipers	1	RBM
PA-30-0100		-- Cab Glass with Built In Window Tint	1	RBM
PA-30-0101		-- =====No Additional Window Tint=====	1	RBM
PA-30-0001		-- Windshield Deluge System	1	RBM
		Insulation and Water Proofing		
PA-31-0001		-- Insulation and Water Proofing	1	RBM
		Cab Standards and Options		
PA-31-1004		-- Dash Electric (LCS 3.0)	1	RBM
PA-31-1050		-- Automotive System	1	RBM
PA-31-1060		-- Interior Cab Equipment	1	RBM
PA-31-1063		-- ===== No Cup Holders =====	1	RBM
PA-31-1070		-- Sun Visors	1	RBM
PA-31-1066	>	-- USB/USB-C 12 Volt Power Point	1	RBM
PA-31-1068	>	-- 12 Volt Power Point	1	RBM
PA-31-1074		-- Map Lights Gooseneck (One ea. Side of Cab Dash)	1	RBM
PA-31-1075		-- ===== No Cab Mounted Flashlights=====	1	RBM
PA-31-1076		-- Mirrors	1	RBM
PA-31-1100		-- Crew Space	1	RBM
PA-31-1111		-- ===== No AM/FM Radio =====	1	RBM
PA-31-1120		-- Ride Quality	1	RBM
PA-31-1130		-- Controls	1	RBM
PA-31-1138		-- Whelen Siren/Public Address System w/ 1 Speaker	1	RBM
PA-31-1145	<	-- Siren Foot Switch - One (1) Each Side Mount inboard of air horn foot switch.	1	RBM
PA-31-1150		-- Back-Up Alarm	1	RBM
PA-31-1161		-- Hadley Stuttertone Air Horn System	1	RBM
PA-31-1165	<	-- Air Horn Foot Switch - One (1) Each Side Mount outboard of siren foot switch.	1	RBM
PA-31-1172		-- Pre-installation of Radio Antenna Taps	1	RBM
PA-31-1171		-- =====No Radio Final Installation =====	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-31-1180		 -- Three (3) 3-30 Amp Circuits with three (3) Antenna Taps with Covers	1	RBM
PA-31-1190		-- ===== No Headset Installation =====	1	RBM
PA-31-1200		-- Instruments and Warning Lights	1	RBM
PA-31-1205		-- ===== No Remote Start =====	1	RBM
PA-31-1210		-- Control Panel for Driving Operation	1	RBM
PA-31-1212		-- Standard Instrumentation	1	RBM
PA-31-1220		-- Information	1	RBM
PA-31-1230		-- Warnings	1	RBM
PA-31-1240		-- Control Panel for Fire Fighting Operation	1	RBM
PA-31-1232		-- Instrumentation Display (Standard)	1	RBM
PA-31-1250		 -- Dry Chemical Agent Control Panel	1	RBM
PA-31-1270		-- Interior Cabinets	1	RBM
PA-31-1276		-- NO Rear Wall EMS Cabinet	1	RBM
PA-31-1010		-- Air Conditioning System	1	RBM
PA-31-1024		-- ===== NO Dash Mounted Fans =====	1	RBM
PA-31-1029		-- =====No California Prop 65 Label Required=====	1	RBM
PA-31-1035		-- =====NO CleanAir Cab Scrubber=====	1	RBM
		Seating		
PA-31-2034		-- Seat Driver Manual ABTS	1	RBM
PA-31-2041		-- Seat Officer Manual Load and Lock SCBA ABTS	1	RBM
PA-31-2030		 -- Left Seat Crew Flip Up Load and Lock SCBA ABTS	1	RBM
PA-31-2049		-- ===== No Right Side Crew Seat =====	1	RBM
PA-31-2339		-- =====No Seat Belt Warning System=====	1	RBM
PA-31-2401		 -- One (1) Wall Mount SCBA Bracket	1	RBM
		Camera System		
PA-32-0006		 -- ===== Camera System (FLIR) - Pan & Tilt =====	1	RBM
PA-32-0012		 -- Pan and Tilt Flir With Color Palette Roof Mount - Location Left Side	1	RBM
PA-32-0052		 -- Flip Monitor Left (Optimo)	1	RBM
PA-32-0021		 -- Back-Up Camera	1	RBM
PA-32-0055		 -- Flip Monitor Right (Optimo)	1	RBM
PA-32-0100		-- ===== No Front Color Camera =====	1	RBM
PA-32-0110		-- ===== No 360 Degree Perimeter Camera System =====	1	RBM
PA-32-0200		-- ===== No Camera Selection Device =====	1	RBM
PA-32-0300		-- ===== No Digital Video Recorder (DVR) =====	1	RBM
PA-32-0400		-- ===== No Driver's Enhanced Vision System (Connected Command) =====	1	RBM
PA-32-0502	>	 -- RBI Connected Command system/ MADAS	1	RBM
PA-32-0510		 -- ===== No Broadcast/Transmit (No Subscription Service)=====	1	RBM
PA-33-0001		-- Lateral Acceleration Indicator/DWD	1	RBM
		Compartments		
PA-35-0001		-- Pump Compartment w/ Roll-Up Door	1	RBM
PA-35-0011		 -- Compartment Weight Labels - Every Compartment	1	RBM
PA-35-0015		-- ===== No Compartment Storage Inventory Labels =====	1	RBM
PA-35-0022		-- Left Side Undertank Compartment (Used With Drum Brakes)	1	RBM
PA-35-0300		-- =====No Adjustable Shelves =====	1	RBM
PA-35-0310		-- ===== No Roll-Out Tray =====	1	RBM
PA-35-0023		-- Right Side Undertank Compartment (Used With Drum Brakes)	1	RBM
PA-35-0300		-- =====No Adjustable Shelves =====	1	RBM
PA-35-0310		-- ===== No Roll-Out Tray =====	1	RBM
PA-35-0040		-- Non-Locking Roll-Up Compartment Doors	1	RBM
PA-35-0110		-- Roll-Up Compartment Doors - Anodized Aluminum (Un-Painted)	1	RBM
PA-35-0051		 -- SCBA Compt - Pump Mod (2 ea. side Vertically Stacked)	1	RBM
PA-35-0061		-- Rear Engine Compartment	1	RBM
PA-35-0078		-- Rear Access Ladder (Mtd Offset Right)	1	RBM
PA-35-0070		-- Additional Engine Compartment Parts	1	RBM
PA-35-0190		-- ===== No Vertical Roll-Out Tool Board =====	1	RBM
PA-35-0193		-- Fixed Shelf Ea. Side of Eng. Mod Compartment	1	RBM
PA-35-0199		-- Turtle Tile Compartment Floors (Black)	1	RBM
PA-35-0200		-- Open Compartment Door Warning System w/Individual Compartment Indicator	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
		Ladders, Hard Suction Hose, and Pike Poles		RBM
PA-35-5010		-- ===== No Rear Ladder Mounting =====	1	RBM
PA-35-5030		-- ===== No Top Ladder Mounting =====	1	RBM
PA-35-5050		-- ===== No Top Hard Suction Hose Mounting =====	1	RBM
PA-35-5070		-- ===== No Top Pike Pole Mounting =====	1	RBM
		Handrails		RBM
PA-36-0003		-- Handrails/Guardrail (Standard Height 4x4)	1	RBM
		Steps, and Walkways		RBM
PA-37-0001		-- Steps, and Walkways	1	RBM
		Fire Extinguishing Systems - Water System		RBM
		Plumbing - 4x4		RBM
PA-38-0010		-- N80 Aluminum Fire Pump	1	RBM
PA-38-0012		-- Galvanized Steel Piping (4x4)	1	RBM
PA-38-0017		-- 4x4 Tank Connections Galvanized	1	RBM
PA-38-001F		-- Stainless Steel Cable for Pump Fittings	1	RBM
PA-38-0021		-- Main Pump 5" Suction Gated Inlet Left with Drain	1	RBM
PA-38-0038		-- Auxiliary 2 1/2" Pump Suction Inlet Left with Drain	1	RBM
PA-38-0045		-- 2.5 NST (F) Swivel with Plug	1	RBM
PA-38-004K		-- 5" Storz w Cap	1	RBM
PA-38-0023		-- ===== No Main Pump 5" Suction Inlet Right =====	1	RBM
PA-38-0027	<	-- 4" Direct Tank Fill Left Provide drain	1	RBM
PA-38-004K		-- 5" Storz w Cap	1	RBM
PA-38-0029		-- No 4" Direct Tank Fill Right	1	RBM
PA-38-0052		-- Left Side 2 1/2" Discharge with Cap NST	1	RBM
PA-38-0076		-- ===== No Additional Left Side 2 1/2" Discharge =====	1	RBM
PA-38-0055		-- Right Side 2 1/2" Discharge with Cap NST	1	RBM
PA-38-0079		-- ===== No Additional Right Side 2 1/2" Discharge =====	1	RBM
PA-38-0072	>	-- Left Side Preconnected 1 1/2" Discharge	1	RBM
PA-38-0085		-- 1 1/2" Water/Foam Nozzle NST	1	RBM
PA-38-0093		-- 200' Hose 1 3/4" Diameter NST (Yellow)	1	RBM
PA-38-0097	>	-- Pre-Connect Mounted on Compartment Floor/Turtle Tile	1	RBM
PA-38-0075		-- Right Side Preconnected 1 1/2" Discharge	1	RBM
PA-38-0085		-- 1 1/2" Water/Foam Nozzle NST	1	RBM
PA-38-0093		-- 200' Hose 1 3/4" Diameter NST (Yellow)	1	RBM
PA-38-0097	>	-- Pre-Connect Mounted on Compartment Floor/Turtle Tile	1	RBM
PA-38-0121		-- Structural Control Panel	1	RBM
PA-38-0130		-- ===== No Left Hose Reels =====	1	RBM
PA-38-0133		-- ===== No Right Hose Reels =====	1	RBM
PA-38-0200		-- PSI Pump Panel Gauges	1	RBM
PA-27-0020	<	-- Bumper with RM35 HVLA (4x4) Mount joystick closest to driver on center console. 500/1000 flow rates	1	RBM
PA-27-0026		-- Chem Core Nozzle RM35	1	RBM
PA-27-0032		-- Split Bumper	1	RBM
PA-43-0115		-- One (1) LED Turret Light	1	RBM
PA-43-001A	<	-- Roof Turret RM 35 (4x4) 500/1000 flow rates	1	RBM
PA-43-0011		-- =====No Dry Chem to Nozzle=====	1	RBM
PA-43-0115		-- One (1) LED Turret Light	1	RBM
PA-38-0060		-- ===== No Under Truck Nozzles =====	1	RBM
		Water Tank, Piping, and Connections		RBM
PA-40-0001	<	-- Poly Tank Description Provide 1 1/2" storz fitting for the tank drain.	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
		No cap required.		
PA-40-0003		-- 1600 Gallons Water/210 Gallons Foam (Tecoplast)	1	RBM
PA-40-0019		-- =====Tank Material=====	1	RBM
PA-40-0100		-- No Exterior LED Water Tank Level Indicator 4x4	1	RBM
		Fire Extinguishing System - Foam Concentrate System		RBM
PA-41-0001		-- Fire Extinguishing System - Foam Concentrate System	1	RBM
PA-41-0005		-- Foam Concentrate Tank, Piping, and Connections	1	RBM
PA-41-0022		-- Fix-Mix 2.0E with Foam Testing Capability	1	RBM
PA-41-0024		-- Foam Draft Connection Left Side (Storz)	1	RBM
PA-41-0027		-- ===== No Direct Foam Tank Fill/Drain =====	1	RBM
		Foam Transfer Pump		RBM
PA-42-0001		-- 110 Volt Foam Transfer Pump with Hose (Storz)	1	RBM
PA-42-0004		-- =====No AC Recept. for Foam Transfer Pump=====	1	RBM
PA-42-0011		-- No Exterior LED Foam Tank Level Indicator	1	RBM
PA-42-0021	>	-- Foam Concentrate 3%	1	RBM
PA-42-0068	>	-- 55 Gallon Drum Solberg SFFF	4	RBM
PA-42-0046		-- =====No Additional Foam Required=====	1	RBM
		Complimentary Agent System(s)		RBM
PA-44-0001		-- Complimentary Agent System(s)	1	RBM
PA-44-0012	>	-- 500LB. Dry Chemical Extinguishing System Two Outlets with Funnel	1	RBM
PA-44-0015		-- Primary Nitrogen Cylinder (Full)	1	RBM
PA-44-0221	>	-- Purple K Dry Chemical Agent - 50 lb (22.7 kg) Pails	9	RBM
PA-44-0241		-- Spare Nitrogen Charging Cylinders	1	RBM
PA-44-0020		-- ===== NO Halotron Extinguishing System =====	1	RBM
PA-44-0112		-- ===== No Left Hose Reels =====	1	RBM
PA-44-0117		-- Right Fixed Hose Reel Floor Mtd.	1	RBM
PA-44-0121		-- ===== No Additional Right Hose Reels =====	1	RBM
PA-44-0137		-- Dry Chem and Water/Foam Twin Agent Hose Reel	1	RBM
PA-44-0052		-- 100' Twinned Hose 1" Diameter	1	RBM
PA-44-0100		-- Hydro-Chem Nozzle	1	RBM
PA-44-0459		-- Propellant Cylinder Lifting System Left Side 4x4 (AC)	1	RBM
PA-44-0480		-- =====Non Triple Agent Vehicle=====	1	RBM
		Chassis Electrical System		RBM
PA-45-0001		-- Chassis Electrical System	1	RBM
PA-45-0010		-- Volvo 150 Amp 24 Volt Alternator	1	RBM
PA-45-0101		-- Batteries 24V	1	RBM
PA-45-0102		-- Jump Start/Charging Lugs	1	RBM
PA-45-1000		-- Coolant Heater (110 Volt)	1	RBM
PA-46-0106	< >	-- 20 Amp 110 Volt Auto-Eject Shoreline - Battery Charger	1	RBM
		Left side rear face		
PA-47-0001		-- Wiring	1	RBM
		Chassis Pneumatic System		RBM
PA-23-0100		-- ===== No Pneumatic Outlet Connection =====	1	RBM
PA-23-0201		-- Pneumatic Hose Reel - 200' - Mounted Right Side Engine Mod	1	RBM
PA-23-0401	< >	-- Air Auto-Eject	1	RBM
		Left side rear face		
		Warning Lights/Vehicle Lighting		RBM
PA-48-0001		-- Emergency Warning Light System	1	RBM
PA-48-0010		-- =====Upper Front & Side Warning Lights=====	1	RBM
PA-48-0011		-- Red Lights	1	RBM
PA-48-0016		-- =====Upper Rear & Side Warning Lights=====	1	RBM
PA-48-0017		-- Red Lights	1	RBM
PA-48-0020		-- =====Lower Rear Warning Lights=====	1	RBM
PA-48-0025		-- Red Lights	1	RBM
PA-48-0022		-- Lower Side Warning Lights (2 Total)	1	RBM
PA-48-0027		-- Red Lights (One each Side Mtd Mid-Ship)	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-48-0030		-- =====Lower Front Warning Lights=====	1	RBM
PA-48-0031		-- Red Lights	1	RBM
PA-48-0033		-- Lower Warning Disable Switch	1	RBM
PA-48-0040		-- Air Traffic Warning Lights	1	RBM
PA-48-0048		-- =====Lower Vehicle Running Light System (Non-DOT)=====	1	RBM
PA-48-0083		-- ===== No Rubber Stanchion Mounted Lights =====	1	RBM
PA-48-0055		-- Headlights	1	RBM
PA-48-0056		-- Wig-Wag Headlight Flasher	1	RBM
PA-48-0061		-- No Airfield Driving Lights/Cover required	1	RBM
PA-48-0064		-- ===== No Safe to Approach Lights =====	1	RBM
PA-48-0067		-- Cab Interior Lights	1	RBM
PA-48-0070		-- Brake/Taillights - High and Low Mount	1	RBM
PA-48-0078		-- Reverse Lights	1	RBM
PA-48-0081		-- Direction Indicating Lights	1	RBM
PA-48-0084		-- Lighted License Plate - Front and Rear	1	RBM
PA-48-0089		-- No Fog Lights (Provide Cover)	1	RBM
PA-48-0092		-- Compartment Lights 4x4	1	RBM
PA-48-0094		-- Under Truck Lights	1	RBM
PA-48-0100		-- Deck and Work Lights	1	RBM
PA-48-010D		-- Forward Facing LED 3k Lumen 24V Scene Lights (2)	1	RBM
PA-48-010E		-- Fixed Side Mounted LED 3k Lumen 24V Scene Lights (2 each side)	1	RBM
PA-48-0110		-- ===== No Telescoping DC Scene Lights Over Pump Compartment =====	1	RBM
PA-48-0119		-- ===== No Fixed Rear Mounted DC Scene Lights =====	1	RBM
PA-48-0130		-- ===== No Telescoping DC Scene Lights Over Engine Compartment =====	1	RBM
PA-48-0150		-- ===== No DC Light Tower =====	1	RBM
		Vehicle Generator System		RBM
PA-49-0120		-- Vehicle Hydraulic 10kW Generator System 4x4 (Harrison)	1	RBM
PA-49-013A		-- ===== NO 110V Transfer Switch =====	1	RBM
PA-49-0140		-- ===== No Forward Facing AC Scene Lights =====	1	RBM
PA-49-0150		-- ===== No Fixed Side Mounted AC Scene Lights =====	1	RBM
PA-49-015B	<	-- Telescoping FRC Spectra 20k Lumen LED 220V Scene Lights (1 each side) Pump mod	1	RBM
		To prevent these lights from accidental damage, the cab shall be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the raised position.		
PA-49-015H		-- ===== No Telescoping AC Scene Lights Over Engine Compartment =====	1	RBM
PA-49-015P		-- =====No Rear AC Scene Lights=====	1	RBM
PA-49-0160		-- ===== No AC Light Tower =====	1	RBM
PA-49-0202		-- Elec Cord Reel - 200' 12-3 Yellow with L5-20 plug Mntd Left Side Eng. Mod	1	RBM
PA-49-0251		-- Lighted Weatherproof Junctions Box w L5-20 Twist Lock Pig Tail	1	RBM
PA-49-0245		-- Four (4) 120V 15 amp combo Twist Lock and household Outlets (Junct Box)	1	RBM
PA-49-0253	<	-- Two (2) 120V 15 amp household Outlets One ea. side of eng. mod.	1	RBM
PA-49-0260		-- =====No Interior Cab 110v Outlets=====	1	RBM
PA-49-0266		-- =====No Inverter=====	1	RBM
		MISC		RBM
PA-50-0008		-- ===== No Auxiliary Equipment =====	1	RBM
PA-50-0010		-- ===== No Equipment Mounting =====	1	RBM
PA-50-0050		-- ===== No Rosenbauer RST Diagnostic Software =====	1	RBM

To: Billings Logan International AIRPORT
1901 Terminal Circle, Room 216
Billings, MT 59105

Date: July 3, 2025

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by (Burke Lakefront), hereinafter called the Buyer and an officer of (Rosenbauer Minnesota, LLC), hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Panther HRET 6x6 ARFF Vehicle per Sourcewell contract #113021-RSD \$1,331,130.00

One Million Three Hundred Thirty-One Thousand One Hundred Thirty Dollars*
****DOES NOT INCLUDE TAX, PRICE VALID FOR 90 DAYS FROM DATE OF PROPOSAL****

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY: 690 days from receipt of order. (major components must arrive within 200 days or delivery may be extended), subject to all causes beyond the Company's control.

"Delivery" means the date company is prepared to make physical possession of vehicle available to the customer.

CONTRACT CHANGES: After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE: The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

PAYMENT TERMS: Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE: The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

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870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

PIGGY BACK ORDERS: The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS: This agreement shall be construed in accordance with the laws of the State of Minnesota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in Minnesota. The parties agree that this agreement bears a rational relationship to the State of Minnesota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above-described court.

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

ROSENBAUER MINNESOTA, LLC



Title ARFF Sales Manager

07-03-2025 Date

BUYER:

We accept the above proposal and enter into contract with signature below.

_____ Title _____

_____ Date

APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

Initials _____

www.rosenbaueramerica.com

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100 THIRD STREET
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ROSENBAUER MINNESOTA, LLC.
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P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 280TH STREET
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ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

Shop Order

Rosenbauer Minnesota

Billings, MT Panther 6x6 HRET

Exp. Date: 07/24/2025
 Quote No: 10023-0007
 ARFF: PANTHER Rosenbauer Panther

07/03/2025

PART NO	S	DESCRIPTION	QTY	ID
		== Rosenbauer Panther - 0.000 02/11/25 ==		RBM
		Panther 6x6 HRET		RBM
PA-00-8000		-- Standard Parts	1	RBM
PA-01-0000		-- Definitions	1	RBM
PA-01-0003		-- =====Definitions - 6x6 - HRET=====	1	RBM
		Expected Use & Fire Suppression Characteristics		RBM
PA-02-0001		-- Expected Use and Fire Suppression Characteristics	1	RBM
		Technical Information		RBM
PA-03-0001		-- Technical Information/Manuals/ On Board USB Storage	1	RBM
PA-03-0004		-- Technical Information/Manuals - USB and Hard Copy	1	RBM
PA-03-0050		-- Familiarization Guide	1	RBM
PA-03-0200		-- Water Foam Agent Applicators	1	RBM
PA-03-0210		-- Quality Assurance	1	RBM
PA-03-0220		-- Delivery	1	RBM
PA-03-0230		-- Vehicle Familiarization	1	RBM
		Warranties/Inspections		RBM
PA-03-0400		-- Base Vehicle Warranty - One Year	1	RBM
PA-03-0402		-- Engine Warranty - Two Year	1	RBM
PA-03-0406		-- Transmission Warranty - Two Year	1	RBM
PA-03-0410		-- Water Pump Warranty - Five Year	1	RBM
PA-03-0412		-- Water/Foam Tank Warranty - Lifetime	1	RBM
PA-03-0414		-- Paint Warranty - Five Year	1	RBM
PA-03-0251		-- ===== No Pre-Construction Meeting =====	1	RBM
PA-03-0261		-- ===== No Final Inspection Trip =====	1	RBM
PA-03-0265		-- ===== No Mid-Point Inspection Trip =====	1	RBM
PA-03-0271		-- ===== No Factory Service Inspection =====	1	RBM
PA-03-0281		-- ===== No Factory Maintenance Training =====	1	RBM
PA-03-0291		-- ===== No Export Preparation =====	1	RBM
PA-31-1215		-- English Labels	1	RBM
PA-03-0103		-- Rosenbauer Testing and Compliance Per NFPA-414/FAA 5220-10E	1	RBM
		Painting/Undercoating		RBM
PA-04-0004		-- Painting 6x6-HRET	1	RBM
PA-04-0021	< >	-- Exterior Paint - Single Color, Solid (No Gray Lower Sides)	1	RBM
		Cab - PPG 9300 Black "A" pillars		
		Rear engine mod face job color		
		Black gloss front under ride parts textured		
		Interior cab - gray texture		
		Angle of departure to be job color		
		Black frame		

PART NO	S	DESCRIPTION	QTY	ID
PA-04-0025		-- Undercoating (Wheelwells)	1	RBM
PA-04-0100		-- ===== No Interior Compartment Paint =====	1	RBM
PA-04-0154		-- Wheel Paint - Black	1	RBM
		Lettering/Striping		RBM
PA-05-0001	>	-- Lettering/Numbering	1	RBM
PA-05-0005		-- Plate for Roof Number (Unpainted)	1	RBM
PA-05-0006		-- =====No Painted Rear Number Plate=====	1	RBM
PA-06-0000		-- Striping	1	RBM
PA-06-0001	< >	-- 8" Striping	1	RBM
		Install Panther logo on vehicle per rendering.		
PA-06-1012		-- ===== No Rear Chevron =====	1	RBM
PA-06-1015		-- HRET Boom Extension Markings	1	RBM
		Winterization System		RBM
PA-07-0055		-- Webasto Winterization System (6x6)	1	RBM
PA-07-0010		-- ===== No Water Tank Heat Exchanger =====	1	RBM
PA-07-0020		-- ===== No Undertank Heat Exchanger =====	1	RBM
PA-07-0030		-- ===== No Cab Heat Exchanger =====	1	RBM
PA-07-0060		-- Aux. Pump Compartment Heat	1	RBM
		Performance		RBM
PA-08-0003		-- Performance - 6x6 HRET	1	RBM
		Flexibility		RBM
PA-09-0001		-- Flexibility	1	RBM
		Maintainability		RBM
PA-10-0003		-- Maintainability	1	RBM
PA-10-0012		-- Standard Lubrication (No Auto Lube)	1	RBM
PA-10-0020		-- Component Protection	1	RBM
		Balance and Clearance		RBM
PA-11-0001		-- Balance and Clearances	1	RBM
PA-11-0012		-- Frame - 6x6	1	RBM
		Dimensions		RBM
PA-12-0003		-- Dimension - 6x6 - HRET	1	RBM
		Load Rating		RBM
PA-13-0003		-- Load Rating - 6x6 - HRET	1	RBM
		Engine		RBM
PA-14-000G		-- Engine Base Spec (Tier-4)	1	RBM
PA-14-000E		-- Engine Volvo - North America (Tier-4)	1	RBM
PA-14-0010		-- Engine Brake	1	RBM
PA-15-0000		-- Cooling System (Tier-4)	1	RBM
PA-15-0101		-- Cooling Rating (-40F - 110F)	1	RBM
PA-15-0300		-- High Idle Switch	1	RBM
		Fuel System		RBM
PA-16-0001		-- Fuel System (6x6)	1	RBM
PA-16-0005		-- Fuel Re-Prime System	1	RBM
PA-16-0101		-- Fuel Tank 80 Gallon	1	RBM
		Exhaust System (Tier-4)		RBM
PA-17-0010		-- ===== No Exhaust Outlet Adapter =====	1	RBM
PA-17-0013		-- ===== No Diesel Exhaust Purifier/Scrubber =====	1	RBM
		Transmission		RBM
PA-18-0002		-- Transmission Twin Disc	1	RBM
PA-18-0100		-- Transfer Case	1	RBM
		Suspension		RBM
PA-20-0010		-- Suspension	1	RBM
		Wheels and Tire Assembly		RBM
PA-21-0002		-- Wheels and Tire Assembly (Drum Brakes)	1	RBM
PA-21-0015		-- Bridgestone Tires	1	RBM
PA-21-0070	>	-- Bridgestone Spare Wheel and Tire Assembly	1	RBM
PA-21-0060		-- ===== No Bead Locks=====	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-21-0051		-- Mud Flaps	1	RBM
PA-21-0060		-- ===== No Bead Locks=====	1	RBM
PA-21-0202		-- ===== NO Tire Pressure Monitoring System ===== Tow Eyes and Shackles	1	RBM
PA-22-0001		-- Tow Eyes and Shackles	1	RBM
PA-22-0010		-- ===== No Pintle Hitch===== Brake System	1	RBM
PA-23-0002		-- Brake System - 6x6 - ABS - 6 - Channel	1	RBM
PA-23-0011		-- Service Brakes	1	RBM
PA-23-0024		-- Front and Rear Brakes - Wedge-Type	1	RBM
PA-19-0001		-- Front Axle with Drum Brakes	1	RBM
PA-19-0005		-- Intermediate Axle with Drum Brakes	1	RBM
PA-19-0010		-- Rear Axle with Drum Brakes	1	RBM
PA-23-0031		-- Parking Brake	1	RBM
PA-23-0035		-- =====No Roll Stability Control (RSC)===== Steering	1	RBM
PA-24-0001		-- Steering System	1	RBM
PA-24-0010		-- Left Center Steering Position	1	RBM
PA-25-0003		-- Cab Coach Work left Center Steering Position Cab Coach Work	1	RBM
PA-25-0005		-- Additional Cab Parts for In House Production Cab Doors/Windows	1	RBM
PA-26-0001		-- Cab Doors	1	RBM
PA-26-0003		-- =====No RBI Cab Door Arrestor System=====	1	RBM
PA-26-0011		-- Cab Door Electric Windows Bumper/Turret	1	RBM
PA-27-0001		-- Bumper	1	RBM
PA-27-0040		-- Access Covers Roof Access / Emergency Exit Provision	1	RBM
PA-28-0001		-- Roof Access with Interior Ladder/ Emergency Exit Provision Windshield and Windows	1	RBM
PA-29-0001		-- Windshield Wipers	1	RBM
PA-30-0100		-- Cab Glass with Built In Window Tint	1	RBM
PA-30-0101		-- =====No Additional Window Tint=====	1	RBM
PA-30-0001		-- Windshield Deluge System Insulation and Water Proofing	1	RBM
PA-31-0001		-- Insulation and Water Proofing Cab Standards and Options	1	RBM
PA-31-1004		-- Dash Electric (LCS 3.0)	1	RBM
PA-31-1050		-- Automotive System	1	RBM
PA-31-1060		-- Interior Cab Equipment	1	RBM
PA-31-1063		-- ===== No Cup Holders =====	1	RBM
PA-31-1070		-- Sun Visors	1	RBM
PA-31-1066	>	-- USB/USB-C 12 Volt Power Point	1	RBM
PA-31-1068	>	-- 12 Volt Power Point	1	RBM
PA-31-1074		-- Map Lights Gooseneck (One ea. Side of Cab Dash)	1	RBM
PA-31-1075		-- ===== No Cab Mounted Flashlights=====	1	RBM
PA-31-1076		-- Mirrors	1	RBM
PA-31-1100		-- Crew Space	1	RBM
PA-31-1111		-- ===== No AM/FM Radio =====	1	RBM
PA-31-1120		-- Ride Quality	1	RBM
PA-31-1130		-- Controls	1	RBM
PA-31-1138		-- Whelen Siren/Public Address System w/ 1 Speaker	1	RBM
PA-31-1145	<	-- Siren Foot Switch - One (1) Each Side Mount inboard of air horn foot switch.	1	RBM
PA-31-1150		-- Back-Up Alarm	1	RBM
PA-31-1161		-- Hadley Stuttertone Air Horn System	1	RBM
PA-31-1165	<	-- Air Horn Foot Switch - One (1) Each Side Mount outboard of siren foot switch.	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-31-1172		-- Pre-installation of Radio Antenna Taps	1	RBM
PA-31-1171		-- =====No Radio Final Installation =====	1	RBM
PA-31-1180		-- Three (3) 3-30 Amp Circuits with three (3) Antenna Taps with	1	RBM
		Covers		
PA-31-1190		-- ===== No Headset Installation =====	1	RBM
PA-31-1200		-- Instruments and Warning Lights	1	RBM
PA-31-1205		-- ===== No Remote Start =====	1	RBM
PA-31-1210		-- Control Panel for Driving Operation	1	RBM
PA-31-1212		-- Standard Instrumentation	1	RBM
PA-31-1220		-- Information	1	RBM
PA-31-1230		-- Warnings	1	RBM
PA-31-1240		-- Control Panel for Fire Fighting Operation	1	RBM
PA-31-1232		-- Instrumentation Display (Standard)	1	RBM
PA-31-1250		-- Dry Chemical Agent Control Panel	1	RBM
PA-31-1270		-- Interior Cabinets	1	RBM
PA-31-1276		-- NO Rear Wall EMS Cabinet	1	RBM
PA-31-1010		-- Air Conditioning System	1	RBM
PA-31-1024		-- ===== NO Dash Mounted Fans =====	1	RBM
PA-31-1029		-- =====No California Prop 65 Label Required=====	1	RBM
PA-31-1035		-- =====NO CleanAir Cab Scrubber=====	1	RBM
		Seating		RBM
PA-31-2034		-- Seat Driver Manual ABTS	1	RBM
PA-31-2041		-- Seat Officer Manual Load and Lock SCBA ABTS	1	RBM
PA-31-2030		-- Left Seat Crew Flip Up Load and Lock SCBA ABTS	1	RBM
PA-31-2049		-- ===== No Right Side Crew Seat =====	1	RBM
PA-31-2339		-- =====No Seat Belt Warning System=====	1	RBM
PA-31-2401		-- One (1) Wall Mount SCBA Bracket	1	RBM
		Camera System		RBM
PA-32-0006		-- ===== Camera System (FLIR) - Pan & Tilt =====	1	RBM
PA-32-0012		-- Pan and Tilt Flir With Color Palette Roof Mount - Location Left Side	1	RBM
PA-32-0052		-- Flip Monitor Left (Optimo)	1	RBM
PA-32-0021		-- Back-Up Camera	1	RBM
PA-32-0055		-- Flip Monitor Right (Optimo)	1	RBM
PA-32-0100		-- ===== No Front Color Camera =====	1	RBM
PA-32-0110		-- ===== No 360 Degree Perimeter Camera System =====	1	RBM
PA-32-0200		-- ===== No Camera Selection Device =====	1	RBM
PA-32-0300		-- ===== No Digital Video Recorder (DVR) =====	1	RBM
PA-32-0400		-- ===== No Driver's Enhanced Vision System (Connected Command)	1	RBM
		=====		
PA-32-0502	>	-- RBI Connected Command system/ MADAS	1	RBM
PA-32-0510		-- ===== No Broadcast/Transmit (No Subscription Service)=====	1	RBM
PA-33-0001		-- Lateral Acceleration Indicator/DWD	1	RBM
		Compartments		RBM
PA-35-0003		-- Pump Compartment w/ Roll-Up Door (Used With Drum Brakes)	1	RBM
PA-35-0011		-- Compartment Weight Labels - Every Compartment	1	RBM
PA-35-0015		-- ===== No Compartment Storage Inventory Labels =====	1	RBM
PA-35-0032		-- Left Side Undertank Compartment	1	RBM
PA-35-0300		-- =====No Adjustable Shelves =====	1	RBM
PA-35-0310		-- ===== No Roll-Out Tray =====	1	RBM
PA-35-0033		-- Right Side Undertank Compartment	1	RBM
PA-35-0300		-- =====No Adjustable Shelves =====	1	RBM
PA-35-0310		-- ===== No Roll-Out Tray =====	1	RBM
PA-35-0042		-- Non-Locking Roll-Up Compartment Doors	1	RBM
PA-35-0130		-- Roll-Up Compartment Doors - Anodized Aluminum (Un-Painted)	1	RBM
PA-35-0053	>	-- SCBA Compt - Tandem (3 ea. side) 2-SCBA 1- Extinguisher	1	RBM
PA-35-0061		-- Rear Engine Compartment	1	RBM
PA-35-0078		-- Rear Access Ladder (Mtd Offset Right)	1	RBM
PA-35-0072		-- Additional Engine Compartment Parts	1	RBM
PA-35-0190		-- ===== No Vertical Roll-Out Tool Board =====	1	RBM
PA-35-0193		-- Fixed Shelf Ea. Side of Eng. Mod Compartment	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-35-0199		-- Turtle Tile Compartment Floors (Black)	1	RBM
PA-35-0200		-- Open Compartment Door Warning System w/Individual Compartment Indicator	1	RBM
		Ladders, Hard Suction Hose, and Pike Poles		RBM
PA-35-5010		-- ===== No Rear Ladder Mounting =====	1	RBM
PA-35-5030		-- ===== No Top Ladder Mounting =====	1	RBM
PA-35-5050		-- ===== No Top Hard Suction Hose Mounting =====	1	RBM
PA-35-5070		-- ===== No Top Pike Pole Mounting =====	1	RBM
		Handrails		RBM
PA-36-0004		-- Handrails/Guardrail (Standard Height 6x6) Steps, and Walkways	1	RBM
PA-37-0001		-- Steps, and Walkways	1	RBM
		Fire Extinguishing Systems - Water System Plumbing - 6x6 HRET		RBM
PA-38-0010		-- N80 Aluminum Fire Pump	1	RBM
PA-38-0014		-- Galvanized Steel Piping (HRET)	1	RBM
PA-38-001F		-- Stainless Steel Cable for Pump Fittings	1	RBM
PA-38-0021		-- Main Pump 5" Suction Gated Inlet Left with Drain	1	RBM
PA-38-0038		-- Auxiliary 2 1/2" Pump Suction Inlet Left with Drain	1	RBM
PA-38-0045		-- 2.5 NST (F) Swivel with Plug	1	RBM
PA-38-004K		-- 5" Storz w Cap	1	RBM
PA-38-0023		-- ===== No Main Pump 5" Suction Inlet Right =====	1	RBM
PA-38-0027	<	-- 4" Direct Tank Fill Left	1	RBM
		Provide drain		
PA-38-004K		-- 5" Storz w Cap	1	RBM
PA-38-0029		-- No 4" Direct Tank Fill Right	1	RBM
PA-38-0052		-- Left Side 2 1/2" Discharge with Cap NST	1	RBM
PA-38-0076		-- ===== No Additional Left Side 2 1/2" Discharge =====	1	RBM
PA-38-0055		-- Right Side 2 1/2" Discharge with Cap NST	1	RBM
PA-38-0079		-- ===== No Additional Right Side 2 1/2" Discharge =====	1	RBM
PA-38-0072	>	-- Left Side Preconnected 1 1/2" Discharge	1	RBM
PA-38-0085		-- 1 1/2" Water/Foam Nozzle NST	1	RBM
PA-38-0093		-- 200' Hose 1 3/4" Diameter NST (Yellow)	1	RBM
PA-38-0097	>	-- Pre-Connect Mounted on Compartment Floor/Turtle Tile	1	RBM
PA-38-0075		-- Right Side Preconnected 1 1/2" Discharge	1	RBM
PA-38-0085		-- 1 1/2" Water/Foam Nozzle NST	1	RBM
PA-38-0093		-- 200' Hose 1 3/4" Diameter NST (Yellow)	1	RBM
PA-38-0097	>	-- Pre-Connect Mounted on Compartment Floor/Turtle Tile	1	RBM
PA-38-0121		-- Structural Control Panel	1	RBM
PA-38-0130		-- ===== No Left Hose Reels =====	1	RBM
PA-38-0133		-- ===== No Right Hose Reels =====	1	RBM
PA-38-0200		-- PSI Pump Panel Gauges	1	RBM
PA-27-0009	< >	-- Bumper with RM35 Fixed Mount (6x6) (New Bumper Bracket)	1	RBM
		Mount joystick closest to driver on center console. 500/1000 flow rates		
PA-27-0024		-- =====No Dry Chem to Nozzle=====	1	RBM
PA-27-0032		-- Split Bumper	1	RBM
PA-43-0115		-- One (1) LED Turret Light	1	RBM
PA-43-0005		-- Primary Roof Turret 54' HRET	1	RBM
PA-43-0020		-- Stinger Rotation System	1	RBM
PA-43-0021		-- Stinger Pedestal Assembly	1	RBM
PA-43-0024		-- Dry Chemical Tubing	1	RBM
PA-43-0026	<	-- Rosenbauer RM65C	1	RBM
		500/1000		
PA-43-0032		-- ===== No Piercing Tool Cover =====	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-43-0035		-- Piercing Tool Assembly	1	RBM
PA-43-002E		-- No Halotron Plumbing to Piercing Tool	1	RBM
PA-43-0045		-- LED Track Lighting System	1	RBM
PA-43-0039		-- LED Tip Lights	1	RBM
PA-43-0042		-- HRET Pierce-Tip Mounted Color Camera	1	RBM
PA-43-0044		-- Color Camera Wiring	1	RBM
PA-43-0121		-- =====No Piercing Tool Distance Sensor=====	1	RBM
PA-38-0060		-- ===== No Under Truck Nozzles ===== Water Tank, Piping, and Connections	1	RBM
PA-40-0001	<	-- Poly Tank Description Provide 1 1/2" storz fitting for the tank drain. No cap required.	1	RBM
PA-40-0004		-- 3000 Gallons Water/400 Gallons Foam (Tecoplast)	1	RBM
PA-40-0019		-- =====Tank Material=====	1	RBM
PA-40-0104		-- No Exterior LED Water Tank Level Indicator 6x6 Fire Extinguishing System - Foam Concentrate System	1	RBM
PA-41-0001		-- Fire Extinguishing System - Foam Concentrate System	1	RBM
PA-41-0005		-- Foam Concentrate Tank, Piping, and Connections	1	RBM
PA-41-0022		-- Fix-Mix 2.0E with Foam Testing Capability	1	RBM
PA-41-0024		-- Foam Draft Connection Left Side (Storz)	1	RBM
PA-41-0030		-- Direct Foam Tank Fill/Drain Both Sides (Storz) Foam Transfer Pump	1	RBM
PA-42-0001		-- 110 Volt Foam Transfer Pump with Hose (Storz)	1	RBM
PA-42-0004		-- =====No AC Recept. for Foam Transfer Pump=====	1	RBM
PA-42-0011		-- No Exterior LED Foam Tank Level Indicator	1	RBM
PA-42-0021	>	-- Foam Concentrate 3%	1	RBM
PA-42-0068	>	-- 55 Gallon Drum Solberg SFFF	8	RBM
PA-42-0046		-- =====No Additional Foam Required===== Complimentary Agent System(s)	1	RBM
PA-44-0001		-- Complimentary Agent System(s)	1	RBM
PA-44-0012	>	-- 500LB. Dry Chemical Extinguishing System Two Outlets with Funnel	1	RBM
PA-44-0015		-- Primary Nitrogen Cylinder (Full)	1	RBM
PA-44-0221	>	-- Purple K Dry Chemical Agent - 50 lb (22.7 kg) Pails	9	RBM
PA-44-0241		-- Spare Nitrogen Charging Cylinders	1	RBM
PA-44-0020		-- ===== NO Halotron Extinguishing System =====	1	RBM
PA-44-0112		-- ===== No Left Hose Reels =====	1	RBM
PA-44-0117		-- Right Fixed Hose Reel Floor Mtd.	1	RBM
PA-44-0121		-- ===== No Additional Right Hose Reels =====	1	RBM
PA-44-0137		-- Dry Chem and Water/Foam Twin Agent Hose Reel	1	RBM
PA-44-0052		-- 100' Twinned Hose 1" Diameter	1	RBM
PA-44-0100		-- Hydro-Chem Nozzle	1	RBM
PA-44-0462		-- Propellant Cylinder Lifting System Left Side 6x6 HRET (AC)	1	RBM
PA-44-0480		-- =====Non Triple Agent Vehicle===== Chassis Electrical System	1	RBM
PA-45-0002		-- Chassis Electrical System	1	RBM
PA-45-0010		-- Volvo 150 Amp 24 Volt Alternator	1	RBM
PA-45-0101		-- Batteries 24V	1	RBM
PA-45-0102		-- Jump Start/Charging Lugs	1	RBM
PA-45-1000		-- Coolant Heater (110 Volt)	1	RBM
PA-46-0106	< >	-- 20 Amp 110 Volt Auto-Eject Shoreline - Battery Charger Left side rear face	1	RBM
PA-47-0001		-- Wiring Chassis Pneumatic System	1	RBM
PA-23-0100		-- ===== No Pneumatic Outlet Connection =====	1	RBM
PA-23-0201		-- Pneumatic Hose Reel - 200' - Mounted Right Side Engine Mod	1	RBM
PA-23-0401	< >	-- Air Auto-Eject Left side rear face	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
		Warning Lights/Vehicle Lighting		RBM
PA-48-0001		-- Emergency Warning Light System	1	RBM
PA-48-0010		-- =====Upper Front & Side Warning Lights=====	1	RBM
PA-48-0011		-- Red Lights	1	RBM
PA-48-0016		-- =====Upper Rear & Side Warning Lights=====	1	RBM
PA-48-0017		-- Red Lights	1	RBM
PA-48-0020		-- =====Lower Rear Warning Lights=====	1	RBM
PA-48-0025		-- Red Lights	1	RBM
PA-48-0022		-- Lower Side Warning Lights (2 Total)	1	RBM
PA-48-0027		-- Red Lights (One each Side Mtd Mid-Ship)	1	RBM
PA-48-0030		-- =====Lower Front Warning Lights=====	1	RBM
PA-48-0031		-- Red Lights	1	RBM
PA-48-0033		-- Lower Warning Disable Switch	1	RBM
PA-48-0040		-- Air Traffic Warning Lights	1	RBM
PA-48-0048		-- =====Lower Vehicle Running Light System (Non-DOT)=====	1	RBM
PA-48-0083		-- ===== No Rubber Stanchion Mounted Lights =====	1	RBM
PA-48-0055		-- Headlights	1	RBM
PA-48-0056		-- Wig-Wag Headlight Flasher	1	RBM
PA-48-0061		-- No Airfield Driving Lights/Cover required	1	RBM
PA-48-0064		-- ===== No Safe to Approach Lights =====	1	RBM
PA-48-0067		-- Cab Interior Lights	1	RBM
PA-48-0070		-- Brake/Taillights - High and Low Mount	1	RBM
PA-48-0078		-- Reverse Lights	1	RBM
PA-48-0081		-- Direction Indicating Lights	1	RBM
PA-48-0084		-- Lighted License Plate - Front and Rear	1	RBM
PA-48-0089		-- No Fog Lights (Provide Cover)	1	RBM
PA-48-0093		-- Compartment Lights 6x6	1	RBM
PA-48-0094		-- Under Truck Lights	1	RBM
PA-48-0100		-- Deck and Work Lights	1	RBM
PA-48-010D		-- Forward Facing LED 3k Lumen 24V Scene Lights (2)	1	RBM
PA-48-010E		-- Fixed Side Mounted LED 3k Lumen 24V Scene Lights (2 each side)	1	RBM
PA-48-0110		-- ===== No Telescoping DC Scene Lights Over Pump Compartment =====	1	RBM
PA-48-0119		-- ===== No Fixed Rear Mounted DC Scene Lights =====	1	RBM
PA-48-0130		-- ===== No Telescoping DC Scene Lights Over Engine Compartment =====	1	RBM
		=====		
PA-48-0150		-- ===== No DC Light Tower =====	1	RBM
		Vehicle Generator System		RBM
PA-49-0121		-- Vehicle Hydraulic 10kW Generator System 6x6 (Harrison)	1	RBM
PA-49-013A		-- ===== NO 110V Transfer Switch =====	1	RBM
PA-49-0140		-- ===== No Forward Facing AC Scene Lights =====	1	RBM
PA-49-0150		-- ===== No Fixed Side Mounted AC Scene Lights =====	1	RBM
PA-49-015B	<	-- Telescoping FRC Spectra 20k Lumen LED 220V Scene Lights (1 each side) Pump mod	1	RBM
		To prevent these lights from accidental damage, the cab shall be equipped with a visual warning signal to alert the driver if the lights are inadvertently left in the raised position.		
PA-49-015H		-- ===== No Telescoping AC Scene Lights Over Engine Compartment =====	1	RBM
		=====		
PA-49-015P		-- =====No Rear AC Scene Lights=====	1	RBM
PA-49-0160		-- ===== No AC Light Tower =====	1	RBM
PA-49-0202		-- Elec Cord Reel - 200' 12-3 Yellow with L5-20 plug Mntd Left Side Eng. Mod	1	RBM
PA-49-0251		-- Lighted Weatherproof Junctions Box w L5-20 Twist Lock Pig Tail	1	RBM
PA-49-0245		-- Four (4) 120V 15 amp combo Twist Lock and household Outlets (Junct Box)	1	RBM
PA-49-0253	<	-- Two (2) 120V 15 amp household Outlets One ea. side of eng. mod.	1	RBM

PART NO	S	DESCRIPTION	QTY	ID
PA-49-0260		-- =====No Interior Cab 110v Outlets=====	1	RBM
PA-49-0266		-- =====No Inverter=====	1	RBM
		MISC		RBM
PA-50-0008		-- ===== No Auxiliary Equipment =====	1	RBM
PA-50-0010		-- ===== No Equipment Mounting =====	1	RBM
PA-50-0020		-- ===== No Simulator Package =====	1	RBM
PA-50-0050		-- ===== No Rosenbauer RST Diagnostic Software =====	1	RBM

City Council Regular

Date: 09/08/2025
Title: Purchase of Toolcat
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council approve the purchase of one (1) Toolcat UW56 from Bobcat in the amount of \$97,086.48.

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

The purchase of one (1) Toolcat UW56 is included in the approved FY26 Equipment Replacement Plan and the FY26 Streets and Traffic budget. This versatile machine will significantly enhance year-round operations. In winter, outfitted with a snowblower attachment, it will maintain the trail system, while in summer, a brush cutter attachment will efficiently mow rough-cut areas. The machine's cargo capacity also enables staff to transport irrigation supplies and make repairs within the ROW, eliminating the need to drive a full-size truck up and down the multi-use trails. This equipment will be especially critical during snow removal operations downtown following the two-way conversion. Staff recommends procuring the Toolcat UW56 via the Sourcewell cooperative purchasing agreement, as its pricing is more favorable than anticipated competitive bid results.

ALTERNATIVES

City Council may:

- Approve purchasing the Toolcat UW56 or,
- Not approve the purchase. If not approved, larger equipment will continue to be used, resulting in less efficient operations.

FISCAL EFFECTS

The Toolcat UW56 was budgeted in FY26 using street maintenance funds. The amount budgeted for the equipment was \$100,000 and there is sufficient budget for this purchase.

City Council Regular

Date: 09/08/2025
Title: Microsoft Enterprise License 3-Year Renewal (FY2026-FY2028)
Presented by: Jeff Sprock, GIS Coordinator
Department: Information Technology
Presentation: No
Legal Review: Yes
Project Number: NA

RECOMMENDATION

Staff recommends that City Council approve the Microsoft Enterprise/Volume Licensing 3-Year Agreement and the associated license renewals via SHI International Corp. under Sourcewell Contract #121923-SHI (EA #54895843); authorize the Mayor to sign the agreement; and approve three equal annual payments of \$163,418.80 for a total of \$490,256.40 over the 3-year term.

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

- The City relies on Microsoft's cloud productivity and collaboration services to support day-to-day operations across all departments. This Enterprise/Volume License Agreement ("EA") is a renewal of our existing agreement. It continues licensing for Exchange Online/Outlook email and the Microsoft 365/Office suite (Word, Excel, PowerPoint, Teams, OneDrive, SharePoint) for our workforce.
- The EA also includes limited quantities of add-ons and workloads such as Power BI Pro, Visio, Visual Studio, M365 Copilot (pilot seat), Azure Information Protection P1, Entra ID P1, and SQL Server Standard Core Software Assurance to support specialized needs.
- The renewal also encompasses the Microsoft SQL Server licensing (per-core Software Assurance), which is part of the Enterprise Agreement and ensures the City's enterprise database systems remain fully licensed and supported.
- The current EA term ends late September 2025. Approval in early September allows SHI/Microsoft to process the renewal and ensures continuity of service before Microsoft's end-of-term ordering freeze and true-up period. The new EA's effective term is October 1, 2025, through September 30, 2028 (paid annually).
- Procurement is through Sourcewell #121923-SHI, a competitively awarded cooperative contract. SHI is an authorized Microsoft reseller under this vehicle.
- The City has historically planned for these costs within the IT Operations & Maintenance (O&M) budget and manages annual true-ups/downs within the EA.

ALTERNATIVES

City Council may:

- Approve the Microsoft Enterprise/Volume 3-Year License Agreement and associated SHI-quoted renewals; or,
- Not approve and provide staff direction on how to proceed. Non-approval risks service disruption and/or licensing non-compliance for critical City systems.

FISCAL EFFECTS

- Annual Amount: \$163,418.80
- Total 3-Year Amount: \$490,256.40
- Budget: The annual licensing amount is included in the approved Information Technology FY2026 Budget (O&M). Subsequent years (FY2027 and FY2028) will be budgeted in future O&M requests.
- Funding Source(s): Information Technology O&M (citywide chargeback).

Attachments

Microsoft EA (renewal packet)
SHI Quote
SHI Sourcewell Contract

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	[REDACTED]	Framework ID <i>(if applicable)</i>	[REDACTED]
Previous Enrollment number <i>(Reseller to complete)</i>	[REDACTED]		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined here located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program in an industry program). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

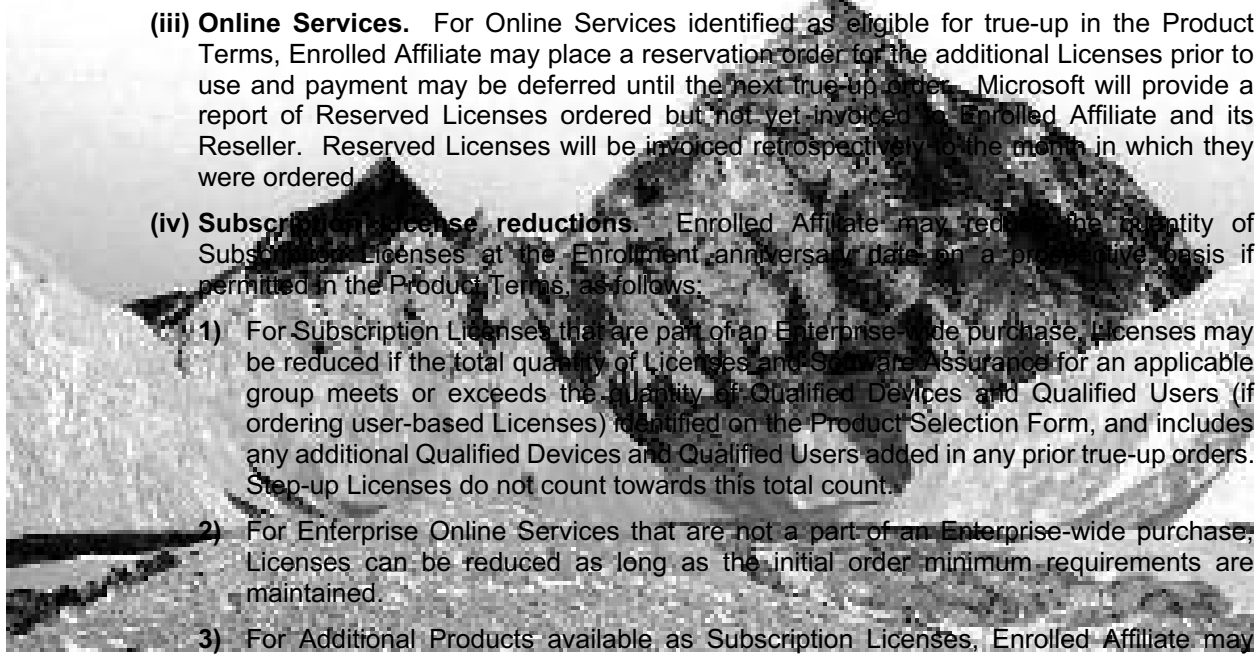
"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services, as long as all Qualified Devices not covered by a License are only used by users licensed with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.



(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing

a. Price Levels. For both the initial and any renewal term Enrollment, Affiliate's Price Level for all Products ordered under this Enrollment will be Level "E" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment:

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State*
Postal code* [] -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First [] Last
Contact email address*
Street address*
City*
State*
Postal code* [] -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices.

This contact is from a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First [] Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted)*
City*
State*
Postal code*
Country*
Contact name*
Phone*
Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing options.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Pricing Proposal
 Quotation #: 26433331
 Reference #: EA# 54895843
 Created On: 7/21/2025
 Valid Until: 9/30/2025

MT-City of Billings

Rachel Guaraglia

P.O. BOX 1178
 ATTN: IT
 Billings, MT 59103
 United States
 Phone: 4066578382
 Fax:
 Email: guaragliar@billingsmt.gov

Inside Account Manager

Tyler Henderson

290 Davidson Ave
 SomersetNJ, 08873
 Phone: 732-529-2148
 Fax:
 Email: tyler_henderson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Azure Information Protection Premium P1 GCC Sub Per User Microsoft - Part#: MQP-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	15	\$19.40	\$291.00
2	Azure Monetary Commitment Provision Microsoft - Part#: AAA-35418 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	1	\$0.00	\$0.00
3	Entra ID P1 Gov Sub Per User Microsoft - Part#: MQM-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	21	\$58.00	\$1,218.00
4	Exchange Online P1 GCC Sub Per User Microsoft - Part#: 3MS-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	365	\$38.60	\$14,089.00
5	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	1	\$387.10	\$387.10
6	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002	145	\$113.60	\$16,472.00

Contract Name: Sourcewell- Technology Products & Solutions
 Contract #: 121923-SHI
 Coverage Term: 10/1/2025 – 9/30/2026
Note: Year 1

7	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	483	\$261.20	\$126,159.60
8	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	3	\$106.10	\$318.30
9	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	6	\$684.90	\$4,109.40
10	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	628	\$0.00	\$0.00
11	Visio P1 GCC Sub Per User Microsoft - Part#: HWT-00001 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	1	\$48.30	\$48.30
12	Visual Studio Pro MSDN ALng SA Microsoft - Part#: 77D-00111 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 10/1/2025 – 9/30/2026 Note: Year 1	1	\$326.10	\$326.10
			Total	\$163,418.80

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

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

Purchasing Microsoft Azure Services

Customer may purchase Microsoft Azure Services from SHI in one or a combination of the following ways: Azure Prepayment: Customer will have access to its entire Azure prepayment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its Azure prepayment on an annual basis, Customer will have access to an Allocated Annual prepayment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Azure prepayment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual prepayment will be forfeited on the following Enrollment anniversary date. Using Azure prepayment: Each month, Microsoft will deduct from Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).

Invoicing Azure prepayment: If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first Allocated Annual prepayment will be invoiced immediately, and future Allocated Annual prepayments will be invoiced on the anniversary of the Enrollment effective date.

Invoicing Azure prepayment overage: If Customer's usage is higher than either its Azure prepayment under the Fully Prepaid Option or its Allocated Annual prepayment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer at the end of each Enrollment month.

Consumption: Customer pays based on the amount of Microsoft Azure Services consumed during a billing period.

Consumption invoicing: If Customer provisions Microsoft Azure Services without an Azure prepayment, SHI will invoice customer in the following month of usage at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced by SHI to Customer at then-current Consumption Rates monthly.

SHI will invoice eligible Microsoft Azure Services at the contracted mark-up. Please refer to the Azure Portal or Pricing Calculator for more information on availability: <https://azure.microsoft.com/en-us/pricing/calculator/>

Payment Schedule:

Year 1 (10/1/25 – 9/30/26): \$163,418.80

Year 2 (10/1/26 – 9/30/27): \$163,418.80

Year 3 (10/1/27 – 9/30/28): \$163,418.80

Total : \$490,256.40

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

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident
\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

SHI International Corp.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
3/20/2024 | 10:15 AM CDT
Date: _____

DocuSigned by:
Kristina Mann
By: EA418E789F09404...
Kristina Mann
Title: Sr. Manager Contracts
3/20/2024 | 11:14 AM EDT
Date: _____

**AMENDMENT #1
TO
CONTRACT # 121923-SHI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **SHI International Corp.**, 290 Davidson Avenue, Somerset, NJ 08873 (Supplier).

Sourcewell awarded a contract to the Supplier to provide Technology Products and Services with Related Solutions, Category 1 to Sourcewell and its Participating Entities, effective March 20, 2024, through February 27, 2028 (Contract).

Supplier and Sourcewell wish to amend the Contract as follows:

Section 6. Participating Entity Use and Purchasing, B. Additional Terms and Conditions/Participating Addendum, is revised by adding the below:

Dell Apex Terms and Conditions: Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at the time of the transaction. In order to access this product, Participating Entities agree that these additional terms and conditions will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Amazon Web Services (AWS) Terms and Conditions: AWS purchases made under this Contract are subject to the SHI AWS Terms for U.S. Public Sector Customers (the "AWS Terms") contained at this link: <https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector>. In order to access this product, Participating Entities agree that the AWS Terms will take precedence over any conflicting terms in the Contract and any Participating Addendum.

Except as amended, the Contract remains in full force and effect.

Sourcewell

SHI International Corp.

Signed by:

By: _____
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:

By: _____
EA418E789F09404...
Kristina Mann, Sr. Manager - Contracts

Date: 11/7/2024 | 1:00 PM CST

Date: 11/7/2024 | 1:38 PM EST

City Council Regular

Date: 09/08/2025
Title: West End Hangar Ground Lease Experimental Aircraft Association Chapter 57, Inc.
Presented by: Jeff Roach
Department: Airport
Presentation: No
Legal Review: Template Contract
Project Number: N/A

RECOMMENDATION

Staff recommends that the City Council approve the West End Hangar Ground Lease with Experimental Aircraft Association Chapter 57, Inc. for a new ten-year term.

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

Experimental Aircraft Association Chapter 57, Inc., (EAA) purchased the hangar located on the west end of the Airport at 2507 Overlook Drive from a former tenant, Picacho Aviation, L.L.P., c/o Col. Frank Borman, and received the ground lease via an Assignment and Transfer approved by the City on July 13, 2015. The assigned lease expired June 30, 2025, and the EAA would like to continue to lease this parcel. Staff has worked with the EAA on a new West End Hangar Ground Lease for the 6,300 square foot parcel. The new Lease commences July 1, 2025, and expires on June 30, 2035.

ALTERNATIVES

City Council may:

- Approve the West End Hangar Ground Lease with Experimental Aircraft Association Chapter 57, Inc.; or,
- Not Approve the West End Hangar Ground Lease with Experimental Aircraft Association Chapter 57, Inc.

FISCAL EFFECTS

The City will receive \$1,827.00 rental revenue in the first year of the Lease. The rental rate will be adjusted on an annual basis on each anniversary date, using the average of all 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

EAA Lease

1 WEST END HANGAR GROUND LEASE

2
3 THIS LEASE, made and entered into on _____, by and

4 between the following:

5 CITY OF BILLINGS, MONTANA, hereinafter designated
6 "Lessor"

7 and

8 EXPERIMENTAL AIRCRAFT ASSOCIATION CHAPTER 57, INC.,
9 hereinafter designated
10 "Lessee"

11 WITNESSETH

12 RECITALS

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

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

18 3) Lessee wishes to engage in certain non-commercial aviation activities, and
19 proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same
20 privileges, rights, uses, and interests contemplated herein, and

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

23 NOW THEREFORE, the parties hereto covenant and agree as follows:
24

1 ARTICLE I

2 PREMISES AND PRIVILEGES

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

6 Main Parcel – Lot 10 – 2507 Overlook Drive

7 Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E.,
8 P.M.M., Yellowstone County, Montana; thence from said point N 39°47'58" W
9 a distance of 2,455.66 feet to the Point of Beginning; thence N 69°00'33" W a
10 distance of 90.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence
11 S 69°00'33" E a distance of 90.00 feet; thence N 20°59'27" E a distance of
12 70.00 feet to the Point of Beginning.

13 Said parcel containing 6,300 square feet.

14 Premises is further depicted on attached "Exhibit A," and by said reference
15 made a part hereof.

16 B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the
17 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and
18 covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,
19 rules and regulations as now or may hereafter have application at the Airport.

20 1) The general unrestricted use of all public Airport facilities and
21 improvements which are now or may hereafter be connected with or appurtenant to
22 said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for
23 non-commercial aviation activity as herein defined. For the purpose of this Lease,
24 public airport facilities shall include all necessary landing area appurtenances
including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and
automobile parking areas, roadways, and navigational aids.

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

4 C. Specific Privileges, Uses, and Rights. In addition to the general privileges,
5 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to
6 Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as
7 defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

8 1) The maintenance, storing and servicing of aircraft, which shall include
9 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,
10 and accessories therefore.

11 2) The right to use vehicles necessary for the servicing of aircraft.

12 3) The storage of non-commercial aircraft not owned by the Lessee.

13 4) The aforementioned rights shall apply to the persons, firms, or
14 corporations having actual possession, occupancy, and use of the leasehold structures
15 described herein, and the agents, employees, and invitees of such persons, firms, or
16 corporations.

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

20 1) Ground and air transportation for hire.

21 2) Vehicle or equipment rental services.

22 3) Food sales (except the sale of tobacco, confections, and refreshments
23 through coin-operated vending machines).

- 1 4) News and sundry sales.
- 2 5) Barber, valet, and personal services.
- 3 6) Fuel sales (aircraft or vehicle).
- 4 7) On site fuel storage and fuel storage facilities, including fueling vehicle
- 5 parking.
- 6 8) The buying and selling of aircraft, parts, and accessories therefore, and
- 7 aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except
- 8 for use in Lessee's own aircraft or operations.
- 9 9) Flight schools and flight instruction, except that Lessee or Lessee's
- 10 Chief Pilot shall have the right to give private instructions to Lessee's employees.
- 11 10) Aircraft repair and servicing except on Lessee's or sublessee's own
- 12 aircraft.
- 13 11) Storage of personal vehicles, campers, boats, trailers, motor homes,
- 14 other recreational vehicles, or parts and accessories for such.
- 15 12) The maintenance, repairing, or restoring of motorized vehicles.
- 16 13) Storage of any household items.
- 17 14) Use of the premises in a residential capacity of any nature, whether
- 18 temporary or otherwise.
- 19 15) Improper storage of any chemicals, solutions, solvents, or any
- 20 potentially hazardous, explosive, or flammable materials or substances. Improper
- 21 storage includes storage in violation of any applicable Federal, State, or Local
- 22 environmental law, regulation, or rule presently in effect or promulgated in the future,
- 23 as such laws, regulations or rules may be amended from time to time.
- 24

- 1 16) Off premise parking.
- 2 17) Storage of any items outside of the hangar structure.
- 3 18) Any non-aviation or non-aeronautical activity.

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

9 F. Access/Inspection by Lessor. Lessee shall allow the Lessor or Lessor's
10 authorized representatives access to the Premises at all reasonable hours, for the purpose of examining
11 and inspecting the same to determine Lessee's compliance with its obligations under this Lease and
12 for purposes necessary, incidental to, or connected with the performance of the Lessor's obligations
13 hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency,
14 the Lessor or its representatives shall have the right to take such action at the premises as they deem
15 necessary for the protection of persons or property.

16 ARTICLE II

17 TERM OF LEASE

18 A. Term. The term of this Lease shall be for a period of ten (10) years,
19 commencing on the 1st day of July 2025, and terminating on the 30th day of June 2035.

20 B. First Right of Refusal. At the end of the term hereof the Lessee shall have the
21 first right to accept a new lease of the premises at the same rates and charges that the premises may be
22 offered to any other person or entity. Provided that the Lessor shall have the sole discretion as to the
23 use of said premises and whether or not it will be relet at end of said term. Provided further, that sixty
24

1 (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent
2 to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee
3 notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in
4 which to give Lessor notice in writing of acceptance.

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

8 ARTICLE III

9 RENTAL AND FEES

10 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall
11 pay to Lessor \$0.29 per square foot per annum for all ground included in this Lease. Said initial rental
12 shall be payable annually in advance, without invoicing, on the first day of the anniversary month in
13 an initial annual amount equal to \$1,827.00.

14 B. Interest Penalty. Without waiving any other right or action available to the
15 Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or
16 charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent
17 (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full.

18 Said interest shall not apply with respect to items being contested in good faith by Lessee and which
19 are resolved in Lessee's favor.

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

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

10 ARTICLE IV

11 OBLIGATIONS OF LESSOR

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

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

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

1 ARTICLE V

2 OBLIGATIONS OF LESSEE

3 A. Condition of Premises. It shall be the sole responsibility of the Lessee to
4 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities
5 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or
6 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and
7 maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will
8 remove or cause to be removed any debris to the extent required for its continuing use thereof.

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

14 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,
15 improvements, and appurtenances thereto in a presentable condition free of refuse and debris
16 consistent with good business practice, and acceptable to the Lessor. Lessee's maintenance
17 responsibilities shall include snow removal on the premises, and maintenance of all ramps and access
18 to the hangar.

19 D. Utilities. Lessee shall assume and pay for all costs or charges for utility
20 services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the
21 right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at
22 Lessee's own cost and expense; and Lessee shall pay for any/service charges incurred therefore.
23 Lessee shall also provide an external meter-reading device in an external location of the leasehold
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1 structure; said meter reading device type shall be specified by the Lessor. In the event Lessee wishes
2 to wash aircraft inside the leasehold structure, Lessee shall provide and maintain a separate water
3 collection system for the wash water and shall not discharge the wash water into any available storm
4 and sanitary sewers.

5 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and
6 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other
7 refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and
8 use Lessor approved receptacles for all garbage, trash, and other refuse and shall place them on the
9 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,
10 pallets, crates, or other similar items in an unsightly or unsafe manner on or about the premises, is
11 forbidden. All disposal costs shall be paid by the Lessee.

12 F. Signs. Lessee shall not maintain any billboards or advertising signs on the
13 premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or
14 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

15 G. Federal, State, and Local Regulations. Lessee acknowledges that the right to
16 use said Airport facilities in common with others authorized to do so shall be exercised subject to and
17 in accordance with the laws, rules, regulations, and ordinances of the United States of America, the
18 State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by
19 authority or by law and shall be closely observed during the full term of this Lease. Lessee
20 specifically agrees to comply with all the requirements of the airport's Stormwater Pollution
21 Prevention Plan.

22 H. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's
23 aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front
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1 of Lessee's leasehold. Ramp area included in the premises shall not be used for the tie down of
2 aircraft for any extended period of time.

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

14 ARTICLE VI

15 INSURANCE AND INDEMNIFICATION

16 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,
17 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and
18 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all
19 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It
20 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any
21 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall
22 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,
23 representatives, and employees from any and all losses that may result to the Lessor and Lessor's
24

1 officers, directors, agents, representatives, and employees because of any negligence, act, or omission
2 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify
3 Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed
4 upon the premises.

5 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal
6 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,
7 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,
8 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or
9 negligence of Lessor, its officers, directors, agents, representatives, or employees.

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

24 1) Breach of Lease. The continuous maintenance by Lessee of all types of

1 required insurance under this Lease is mandatory. Failure of the Lessee to maintain
2 such insurance is a material breach of this Lease, and does not amend this Lease, nor
3 release the Lessee from any other obligations in this Lease.

4 2) Commercial General Liability Insurance. Commercial General
5 Liability Insurance on a standard occurrence form, providing coverage for personal
6 injury, bodily injury, death, and property damage, in amounts not less than \$1,500,000
7 per occurrence; \$3,000,000 General Aggregate; the General Aggregate shall apply
8 separately to each location. The required limits may be provided by a combination of
9 Commercial General Liability Insurance and Excess or Commercial Umbrella Liability
10 Insurance. The commercial general liability policy shall be endorsed to name the City
11 of Billings, and City's officers, directors, agents, representatives, and employees as a
12 **PRIMARY ADDITIONAL INSURED.** The City of Billings' general liability policy
13 will be excess and noncontributory. The policy shall be endorsed to include a written
14 waiver of insurer's right to subrogate against the City.

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

21 ARTICLE VII

22 TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

23 A. Termination. This Lease shall terminate at the end of the full term hereof
24 without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by

1 the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without
2 the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

3 Lessee shall have the right to remove all moveable furniture, fixtures,
4 machinery and equipment and all other personal property owned or installed by Lessee on the
5 premises, and all expenses connected with such removal shall be borne by the Lessee. Said property
6 shall be removed within thirty (30) calendar days after termination of Lease.

7 In addition, Lessee has the right to remove, at Lessee's expense, all buildings
8 and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon
9 the termination of this Lease. Lessee shall remove from the premises all debris resulting from the
10 removal of the building or structures, and Lessee shall generally leave the premises in a clean and
11 orderly condition, acceptable to Lessor.

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

15 In the event the Lessee elects not to remove the buildings and other structures,
16 personal property, fixtures, machinery and equipment, and other improvements upon termination of
17 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and
18 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to
19 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other
20 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related
21 actions shall be at Lessee's expense.

22 B. Cancellation by Lessee. This Lease shall be subject to cancellation by Lessee
23 after the happening of one or more of the following events:
24

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

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

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

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

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

18 C. Cancellation by Lessor.

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

21 a) Be in arrears in the payment of the whole or any part of the
22 amounts agreed upon hereunder for a period of fifteen (15) calendar days after
23 payment is due.

- 1 b) File a voluntary petition of bankruptcy.
- 2 c) Make a general assignment for the benefit of creditors.
- 3 d) Default in the performance of any of the covenants and
- 4 conditions required herein (except rental payments) to be kept and performed
- 5 by Lessee, and such default continues for a period of thirty (30) calendar days
- 6 after written notice from Lessor of said default.

7 2) In the event of termination because of the happening of any of the

8 previously mentioned events, Lessor may take immediate possession of the premises

9 and remove Lessee's effects, without being deemed guilty of trespassing. Upon said

10 entry, this Lease shall terminate.

11 3) It is agreed that failure of Lessor to declare this Lease terminated or to

12 reenter and take possession upon the default of Lessee for any of the reasons set out

13 shall not operate to bar or destroy the right of Lessor to declare this Lease null and

14 void by reason of any subsequent violation of the terms of this Lease.

15 D. Suspension of Lease. During the time of war or declared national emergency,

16 Lessor shall have the right to lease the landing area or any part thereof to the United States

17 Government for military use. If any such lease is executed, any provisions of this instrument, which

18 are inconsistent with the provisions of the lease to the Government shall be suspended, provided that

19 the term of the Lease shall be automatically extended by the amount of the period of suspension.

20 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to

21 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same

22 purpose established in Article I, Paragraphs C-D., provided that written approval of the Lessor is

23 obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor

24

1 reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease,
2 assignment, or transfer shall be subject to the same conditions, obligations and terms as set forth
3 herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its
4 tenants and sublessees for the terms and covenants of this Lease and any subsequent lease
5 amendments. Lessee shall provide Lessor with a copy of any sublease it has on the Lessee's leasehold.

6 ARTICLE VIII

7 NONDISCRIMINATION

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

15 B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall
16 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,
17 discriminate or permit discrimination against any person or group of persons in any manner prohibited
18 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the
19 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as
20 may be applicable.

21 Without limiting the generality of the foregoing, Lessee agrees to not
22 discriminate against any employee or applicant for employment because of race, color, religion, sex,
23 national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that
24

1 applicants are employed, and that employees are treated during employment, without regard to their
2 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but
3 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment
4 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;
5 and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to
6 employees and applicants for employment, notices to be provided setting forth the provisions of this
7 nondiscrimination clause.

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

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

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

22 2) No person on the grounds of race, color, religion, sex, national origin or
23 ancestry, age, or disability shall be excluded from participation in, denied the benefits
24

1 of, or otherwise be subjected to discrimination in the construction of any
2 improvements on, over, or under such land and the furnishing of services thereon.

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

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

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

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

18 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of
19 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of
20 1964);

21 3) The Uniform Relocation Assistance and Real Property Acquisition
22 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons
23 displaced or whose property has been acquired because of Federal or Federal aid
24

1 programs and projects);

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

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

6 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,
7 § 47123) as amended (prohibits discrimination based on race, creed, color, national
8 origin, or sex);

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

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

20 9) The Federal Aviation Administration's Nondiscrimination statute
21 (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national
22 origin, and sex);

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

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

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

13 ARTICLE IX

14 GENERAL PROVISIONS

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

21 B. Governing Law. This Lease and all disputes arising hereunder shall be
22 construed and enforced by the laws of the State of Montana. Venue in any proceedings held
23 hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County,
24

1 Montana.

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

6 D. Subordination of Lease.

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

12 2) Notwithstanding any other prohibition or limitation of Lessee's right to
13 sublease or assign its interest under this Lease, Lessor acknowledges and agrees that
14 Lessee shall have the right to grant a security interest in its rights and interest under
15 this Lease, with Lessor's prior written consent. Any mortgagee or beneficiary shall
16 have the right to cure any default on the part of Lessee in the payment of rent
17 hereunder and, in the event of default, to assume the Lessee's position under this
18 Lease. Lessor in no event shall be liable for the payment of the sum secured by such
19 mortgage or trust indenture, nor for any expenses in connection with the same.
20 Furthermore, such mortgage or trust indenture shall expressly provide that the
21 mortgagor or beneficiary will seek no monetary judgment against Lessor. The
22 mortgage or trust indenture shall also contain provisions requiring the holder of the
23 indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified
24

1 mail a copy of each notice of indebtedness, any breach of covenant, default, or
2 foreclosure given by the holder or the trustee under such mortgage or deed of trust, and
3 a copy of a release of any mortgage or deed of trust.

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

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

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

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

16 Director of Aviation and Transit
17 Billings Logan International Airport
18 1901 Terminal Circle, Room 216
19 Billings, MT 59105

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

20 Experimental Aircraft Association Chapter 57, Inc.
21 c/o Steve Tostenrud
22 720 Pinehurst Road
23 Billings, MT 59105

24 Phone: (406) 861-5111
Email: stostenrud@gmail.com

1
2 or to such other addresses as the parties may designate to each other in writing from time to time.

3 I. Successors and Assigns. All of the terms, covenants, and agreements herein
4 contained, or subsequently amended from time to time, shall be binding upon and shall inure to the
5 benefit of successors, assigns and sublessees of the respective parties hereto.

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

8
9 DATE: _____

10 ATTEST:

CITY OF BILLINGS

11
12 BY _____
CITY CLERK

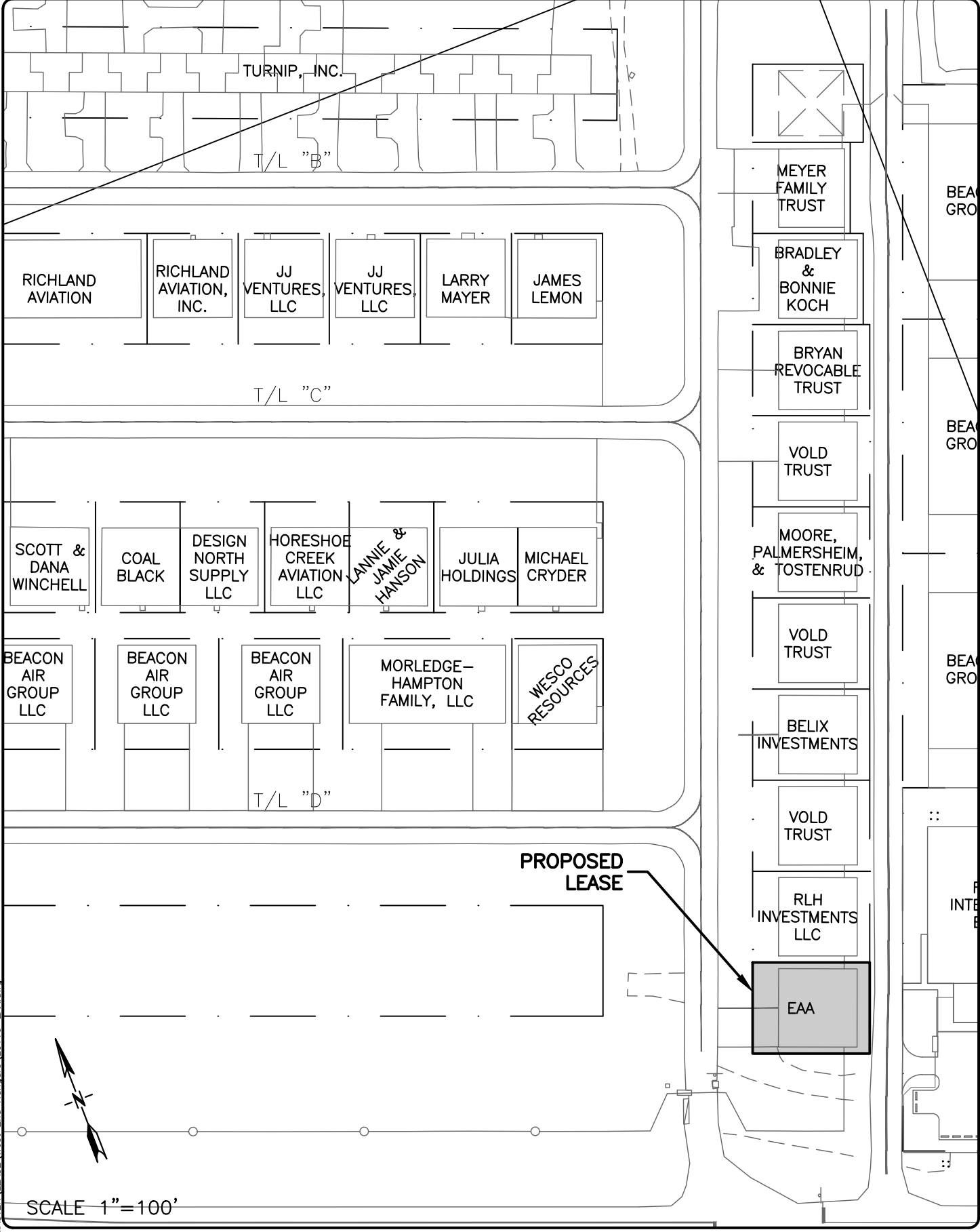
BY _____
MAYOR

13
14 APPROVED AS TO FORM

EXPERIMENTAL AIRCRAFT
ASSOCIATION CHAPTER 57, INC.

15
16 BY _____
CITY ATTORNEY

BY _____
STEVE TOSTENRUD,
PRESIDENT



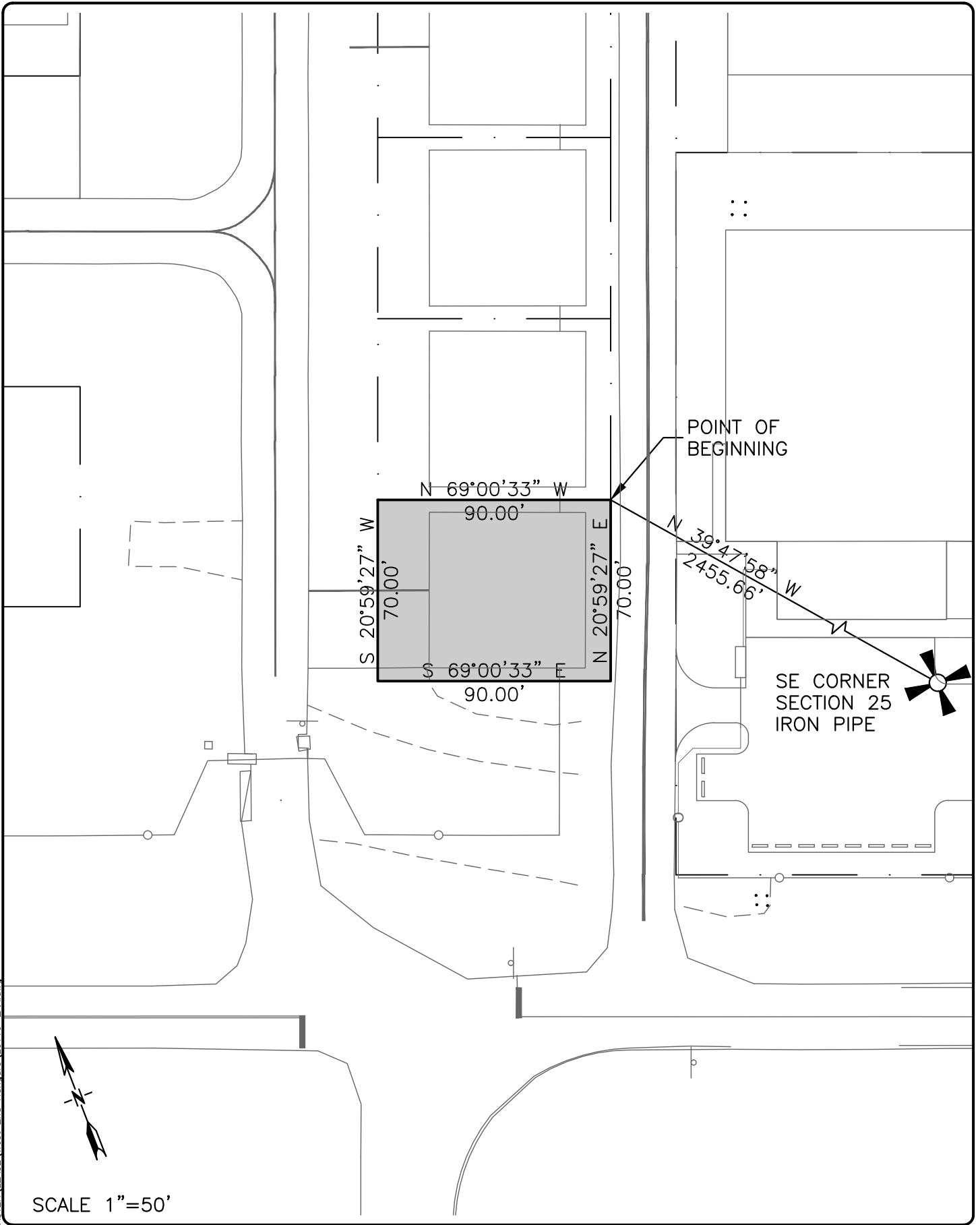
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EXPERIMENTAL AIRCRAFT ASSOCIATION
 LOT 10
 AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

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: JULY 2025

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SCALE 1"=50'

EXPERIMENTAL AIRCRAFT ASSOCIATION
 LOT 10
 AVIATION AND TRANSIT DEPARTMENT-CITY OF BILLINGS

EXHIBIT A 2 of 3


 315 N. 25th Street, Suite 102
 Billings, MT 59101
 Phone: 406.656.6000
 Fax: 406.237.1201
 ISSUE DATE: JULY 2025

DESCRIPTION

Main Parcel

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 39°47'58" W a distance of 2455.66 feet to the Point of Beginning; thence N 69°00'33" W a distance of 90.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence S 69°00'33" E a distance of 90.00 feet; thence N 20°59'27" E a distance of 70.00 feet to the Point of Beginning.

Said Parcel containing 6,300 square feet.

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EXPERIMENTAL AIRCRAFT ASSOCIATION
LOT 10

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 3 of 3

 Morrison
Maierle

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

ISSUE DATE: JULY 2025

City Council Regular

Date: 09/08/2025
Title: West End Hangar Ground Lease with Belix Investments, LLC
Presented by: Marita Herold
Department: Airport
Presentation: No
Legal Review: Template Contract
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council approve the West End Hangar Ground Lease with Belix Investments, LLC for a new ten-year term.

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

Belix Investments, LLC, (Belix) purchased the hangar located at 2521 Overlook Drive from the former tenant, Steven J. Inman. With that hangar purchase, Mr. Inman assigned his ground lease for this parcel located on the west end of the Airport to Belix in an Assignment and Transfer approved by the City on April 12, 2024. The assigned lease expired July 31, 2025, and Belix would like to continue to lease this parcel. Staff has worked with Belix on a new West End Hangar Ground Lease for the 6,300 square foot parcel. The new Lease commences August 1, 2025 and expires on July 31, 2035.

ALTERNATIVES

City Council may:

- Approve the West End Hangar Ground Lease with Belix Investments, LLC; or,
- Not Approve the West End Hangar Ground Lease with Belix Investments, LLC.

FISCAL EFFECTS

The City will receive \$1,827.00 rental revenue in the first year of the Lease. The rental rate will be adjusted on an annual basis on each anniversary date, using the average of all 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

Belix Investments Lease

1 WEST END HANGAR GROUND LEASE

2
3 THIS LEASE, made and entered into on _____, by and
4 between the following:

5 CITY OF BILLINGS, MONTANA, hereinafter designated
6 "Lessor"

7 and

8 BELIX INVESTMENTS, LLC, hereinafter designated
9 "Lessee"

10 WITNESSETH

11 RECITALS

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

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

16 3) Lessee wishes to engage in certain non-commercial aviation activities, and
17 proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same
18 privileges, rights, uses, and interests contemplated herein, and

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

21 NOW THEREFORE, the parties hereto covenant and agree as follows:
22
23
24

1 ARTICLE I

2 PREMISES AND PRIVILEGES

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

6 Main Parcel – Lot 7 – 2521 Overlook Drive

7 Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E.,
8 P.M.M., Yellowstone County, Montana; thence from said point N 35°42'04" W
9 a distance of 2,564.70 feet to the Point of Beginning; thence N 69°00'33" W a
10 distance of 90.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence
11 S 69°00'33" E a distance of 90.00 feet; thence N 20°59'27" E a distance of
12 70.00 feet to the Point of Beginning.

13 Said parcel containing 6,300 square feet.

14 Premises is further depicted on attached "Exhibit A," and by said reference
15 made a part hereof.

16 B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the
17 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and
18 covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,
19 rules and regulations as now or may hereafter have application at the Airport.

- 20 1) The general unrestricted use of all public Airport facilities and
21 improvements which are now or may hereafter be connected with or appurtenant to
22 said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for
23 non-commercial aviation activity as herein defined. For the purpose of this Lease,
24 public airport facilities shall include all necessary landing area appurtenances
including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and
automobile parking areas, roadways, and navigational aids.

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

4 C. Specific Privileges, Uses, and Rights. In addition to the general privileges,
5 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to
6 Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as
7 defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

8 1) The maintenance, storing and servicing of aircraft, which shall include
9 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,
10 and accessories therefore.

11 2) The right to use vehicles necessary for the servicing of aircraft.

12 3) The storage of non-commercial aircraft not owned by the Lessee.

13 4) The aforementioned rights shall apply to the persons, firms, or
14 corporations having actual possession, occupancy, and use of the leasehold structures
15 described herein, and the agents, employees, and invitees of such persons, firms, or
16 corporations.

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

20 1) Ground and air transportation for hire.

21 2) Vehicle or equipment rental services.

22 3) Food sales (except the sale of tobacco, confections, and refreshments
23 through coin-operated vending machines).

- 1 4) News and sundry sales.
- 2 5) Barber, valet, and personal services.
- 3 6) Fuel sales (aircraft or vehicle).
- 4 7) On site fuel storage and fuel storage facilities, including fueling vehicle
- 5 parking.
- 6 8) The buying and selling of aircraft, parts, and accessories therefore, and
- 7 aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except
- 8 for use in Lessee's own aircraft or operations.
- 9 9) Flight schools and flight instruction, except that Lessee or Lessee's
- 10 Chief Pilot shall have the right to give private instructions to Lessee's employees.
- 11 10) Aircraft repair and servicing except on Lessee's or sublessee's own
- 12 aircraft.
- 13 11) Storage of personal vehicles, campers, boats, trailers, motor homes,
- 14 other recreational vehicles, or parts and accessories for such.
- 15 12) The maintenance, repairing, or restoring of motorized vehicles.
- 16 13) Storage of any household items.
- 17 14) Use of the premises in a residential capacity of any nature, whether
- 18 temporary or otherwise.
- 19 15) Improper storage of any chemicals, solutions, solvents, or any
- 20 potentially hazardous, explosive, or flammable materials or substances. Improper
- 21 storage includes storage in violation of any applicable Federal, State, or Local
- 22 environmental law, regulation, or rule presently in effect or promulgated in the future,
- 23 as such laws, regulations or rules may be amended from time to time.
- 24

1 (60) calendar days prior to the end of the term, Lessee shall give notice in writing to Lessor of intent
2 to exercise the first right of refusal. Lessor, upon election to relet said premises, shall give Lessee
3 notice in writing of its decision and the proposed terms. Lessee shall have thirty (30) calendar days in
4 which to give Lessor notice in writing of acceptance.

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

8 ARTICLE III

9 RENTAL AND FEES

10 A. Ground Rental. For the land described in Article I, Paragraph A., Lessee shall
11 pay to Lessor \$0.29 per square foot per annum for all ground included in this Lease. Said initial rental
12 shall be payable annually in advance, without invoicing, on the first day of the anniversary month in
13 an initial annual amount equal to \$1,827.00.

14 B. Interest Penalty. Without waiving any other right or action available to the
15 Lessor, in the event of default in the payment of Lease rentals herein, or any other rentals, fees, or
16 charges owed Lessor, the amount due shall accrue interest at the rate of one and one-quarter percent
17 (1.25%) per month from the date such rentals, fees, or charges were due and payable, until paid in full.
18 Said interest shall not apply with respect to items being contested in good faith by Lessee and which
19 are resolved in Lessee's favor.

20 C. Annual Readjustment of Ground Rental. During the term of the Lease, the
21 rental rate will be adjusted annually on the anniversary date of the Lease using the average of the
22 monthly percentage increases of the previous calendar year, as determined by the Department of
23 Labor Consumer Price Index for All Urban Consumers (CPI-U), published by the Bureau of Labor
24

1 Statistics. In no case shall the rates be less than the previous year. For the purposes of this Lease, the
2 anniversary date shall be July of each year during the term of the Lease. The Lessor shall send Lessee
3 a notice of the annual rental rate adjustment prior to each anniversary date of the Lease denoting the
4 adjusted rental rates.

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

10 ARTICLE IV

11 OBLIGATIONS OF LESSOR

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

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

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

1 ARTICLE V

2 OBLIGATIONS OF LESSEE

3 A. Condition of Premises. It shall be the sole responsibility of the Lessee to
4 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities
5 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or
6 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and
7 maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will
8 remove or cause to be removed any debris to the extent required for its continuing use thereof.

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

14 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,
15 improvements, and appurtenances thereto in a presentable condition free of refuse and debris
16 consistent with good business practice, and acceptable to the Lessor. Lessee's maintenance
17 responsibilities shall include snow removal on the premises, and maintenance of all ramps and access
18 to the hangar.

19 D. Utilities. Lessee shall assume and pay for all costs or charges for utility
20 services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the
21 right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at
22 Lessee's own cost and expense; and Lessee shall pay for any/service charges incurred therefore.
23 Lessee shall also provide an external meter-reading device in an external location of the leasehold
24

1 structure; said meter reading device type shall be specified by the Lessor. In the event Lessee wishes
2 to wash aircraft inside the leasehold structure, Lessee shall provide and maintain a separate water
3 collection system for the wash water and shall not discharge the wash water into any available storm
4 and sanitary sewers.

5 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and
6 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other
7 refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and
8 use Lessor approved receptacles for all garbage, trash, and other refuse and shall place them on the
9 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,
10 pallets, crates, or other similar items in an unsightly or unsafe manner on or about the premises, is
11 forbidden. All disposal costs shall be paid by the Lessee.

12 F. Signs. Lessee shall not maintain any billboards or advertising signs on the
13 premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or
14 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

15 G. Federal, State, and Local Regulations. Lessee acknowledges that the right to
16 use said Airport facilities in common with others authorized to do so shall be exercised subject to and
17 in accordance with the laws, rules, regulations, and ordinances of the United States of America, the
18 State of Montana, and the City of Billings, now in force or hereafter prescribed or promulgated by
19 authority or by law and shall be closely observed during the full term of this Lease. Lessee
20 specifically agrees to comply with all the requirements of the airport's Stormwater Pollution
21 Prevention Plan.

22 H. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's
23 aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front
24

1 of Lessee's leasehold. Ramp area included in the premises shall not be used for the tie down of
2 aircraft for any extended period of time.

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

14 ARTICLE VI

15 INSURANCE AND INDEMNIFICATION

16 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,
17 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and
18 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all
19 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It
20 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any
21 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall
22 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,
23 representatives, and employees from any and all losses that may result to the Lessor and Lessor's
24

1 officers, directors, agents, representatives, and employees because of any negligence, act, or omission
2 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify
3 Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed
4 upon the premises.

5 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal
6 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,
7 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,
8 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or
9 negligence of Lessor, its officers, directors, agents, representatives, or employees.

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

24 1) Breach of Lease. The continuous maintenance by Lessee of all types of

1 required insurance under this Lease is mandatory. Failure of the Lessee to maintain
2 such insurance is a material breach of this Lease, and does not amend this Lease, nor
3 release the Lessee from any other obligations in this Lease.

4 2) Commercial General Liability Insurance. Commercial General
5 Liability Insurance on a standard occurrence form, providing coverage for personal
6 injury, bodily injury, death, and property damage, in amounts not less than \$1,500,000
7 per occurrence; \$3,000,000 General Aggregate; the General Aggregate shall apply
8 separately to each location. The required limits may be provided by a combination of
9 Commercial General Liability Insurance and Excess or Commercial Umbrella Liability
10 Insurance. The commercial general liability policy shall be endorsed to name the City
11 of Billings, and City's officers, directors, agents, representatives, and employees as a
12 **PRIMARY ADDITIONAL INSURED.** The City of Billings' general liability policy
13 will be excess and noncontributory. The policy shall be endorsed to include a written
14 waiver of insurer's right to subrogate against the City.

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

21 ARTICLE VII

22 TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

23 A. Termination. This Lease shall terminate at the end of the full term hereof
24 without any notice by either party, except as indicated in Article II, Paragraph A. A holding over by

1 the Lessee, its assigns or sublessees beyond the expiration of the term shall not be permitted without
2 the written consent of the Director of Aviation and Transit and then only on a month-to-month basis.

3 Lessee shall have the right to remove all moveable furniture, fixtures,
4 machinery and equipment and all other personal property owned or installed by Lessee on the
5 premises, and all expenses connected with such removal shall be borne by the Lessee. Said property
6 shall be removed within thirty (30) calendar days after termination of Lease.

7 In addition, Lessee has the right to remove, at Lessee's expense, all buildings
8 and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon
9 the termination of this Lease. Lessee shall remove from the premises all debris resulting from the
10 removal of the building or structures, and Lessee shall generally leave the premises in a clean and
11 orderly condition, acceptable to Lessor.

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

15 In the event the Lessee elects not to remove the buildings and other structures,
16 personal property, fixtures, machinery and equipment, and other improvements upon termination of
17 the Lease, the disposition of the buildings and structures, personal property, fixtures, machinery and
18 equipment, and other improvements will be left to the sole discretion of the Lessor. If Lessor elects to
19 remove the buildings and structures, personal property, fixtures, machinery and equipment, and other
20 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related
21 actions shall be at Lessee's expense.

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

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

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

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

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

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

18 C. Cancellation by Lessor.

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

21 a) Be in arrears in the payment of the whole or any part of the
22 amounts agreed upon hereunder for a period of fifteen (15) calendar days after
23 payment is due.

- 1 b) File a voluntary petition of bankruptcy.
- 2 c) Make a general assignment for the benefit of creditors.
- 3 d) Default in the performance of any of the covenants and
- 4 conditions required herein (except rental payments) to be kept and performed
- 5 by Lessee, and such default continues for a period of thirty (30) calendar days
- 6 after written notice from Lessor of said default.

7 2) In the event of termination because of the happening of any of the

8 previously mentioned events, Lessor may take immediate possession of the premises

9 and remove Lessee's effects, without being deemed guilty of trespassing. Upon said

10 entry, this Lease shall terminate.

11 3) It is agreed that failure of Lessor to declare this Lease terminated or to

12 reenter and take possession upon the default of Lessee for any of the reasons set out

13 shall not operate to bar or destroy the right of Lessor to declare this Lease null and

14 void by reason of any subsequent violation of the terms of this Lease.

15 D. Suspension of Lease. During the time of war or declared national emergency,

16 Lessor shall have the right to lease the landing area or any part thereof to the United States

17 Government for military use. If any such lease is executed, any provisions of this instrument, which

18 are inconsistent with the provisions of the lease to the Government shall be suspended, provided that

19 the term of the Lease shall be automatically extended by the amount of the period of suspension.

20 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to

21 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same

22 purpose established in Article I, Paragraphs C-D., provided that written approval of the Lessor is

23 obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor

24

1 reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease,
2 assignment, or transfer shall be subject to the same conditions, obligations and terms as set forth
3 herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its
4 tenants and sublessees for the terms and covenants of this Lease and any subsequent lease
5 amendments. Lessee shall provide Lessor with a copy of any sublease it has on the Lessee's leasehold.

6 ARTICLE VIII

7 NONDISCRIMINATION

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

15 B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall
16 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,
17 discriminate or permit discrimination against any person or group of persons in any manner prohibited
18 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the
19 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as
20 may be applicable.

21 Without limiting the generality of the foregoing, Lessee agrees to not
22 discriminate against any employee or applicant for employment because of race, color, religion, sex,
23 national origin or ancestry, age, or disability. Lessee agrees to take affirmative action to ensure that
24

1 applicants are employed, and that employees are treated during employment, without regard to their
2 race, color, religion, sex, national origin or ancestry, age, or disability. Such action shall include, but
3 not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment
4 advertising; layoff or termination; rates of pay or other forms of compensation; selection for training;
5 and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places available to
6 employees and applicants for employment, notices to be provided setting forth the provisions of this
7 nondiscrimination clause.

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

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

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

22 2) No person on the grounds of race, color, religion, sex, national origin or
23 ancestry, age, or disability shall be excluded from participation in, denied the benefits
24

1 of, or otherwise be subjected to discrimination in the construction of any
2 improvements on, over, or under such land and the furnishing of services thereon.

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

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

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

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

18 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of
19 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of
20 1964);

21 3) The Uniform Relocation Assistance and Real Property Acquisition
22 Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons
23 displaced or whose property has been acquired because of Federal or Federal aid
24

1 programs and projects);

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

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

6 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,
7 § 47123) as amended (prohibits discrimination based on race, creed, color, national
8 origin, or sex);

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

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

20 9) The Federal Aviation Administration's Nondiscrimination statute
21 (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national
22 origin, and sex);

23 10) Executive Order 12898, Federal Actions to Address Environmental
24

1 Justice in Minority Populations and Low Income Populations, which addresses
2 discrimination against minority populations by discouraging programs, policies, and
3 activities with disproportionately high and adverse human health or environmental
4 effects on minority and low income populations;

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

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

13 ARTICLE IX

14 GENERAL PROVISIONS

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

21 B. Governing Law. This Lease and all disputes arising hereunder shall be
22 construed and enforced by the laws of the State of Montana. Venue in any proceedings held
23 hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County,
24

1 Montana.

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

6 D. Subordination of Lease.

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

12 2) Notwithstanding any other prohibition or limitation of Lessee's right to
13 sublease or assign its interest under this Lease, Lessor acknowledges and agrees that
14 Lessee shall have the right to grant a security interest in its rights and interest under
15 this Lease, with Lessor's prior written consent. Any mortgagee or beneficiary shall
16 have the right to cure any default on the part of Lessee in the payment of rent
17 hereunder and, in the event of default, to assume the Lessee's position under this
18 Lease. Lessor in no event shall be liable for the payment of the sum secured by such
19 mortgage or trust indenture, nor for any expenses in connection with the same.
20 Furthermore, such mortgage or trust indenture shall expressly provide that the
21 mortgagor or beneficiary will seek no monetary judgment against Lessor. The
22 mortgage or trust indenture shall also contain provisions requiring the holder of the
23 indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified
24

1 mail a copy of each notice of indebtedness, any breach of covenant, default, or
2 foreclosure given by the holder or the trustee under such mortgage or deed of trust, and
3 a copy of a release of any mortgage or deed of trust.

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

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

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

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

16 Director of Aviation and Transit
17 Billings Logan International Airport
18 1901 Terminal Circle, Room 216
19 Billings, MT 59105

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

20 Belix Investments, LLC
21 P.O. Box 10364
22 Bozeman, MT 59719

23 Phone: Tom Lix: (406) 860-9856
24 Carmen Belden: (406) 539-2761

Email: Tom Lix: talix59@gmail.com
Carmen Belden: clbelden.trugreen@gmail.com

1
2 or to such other addresses as the parties may designate to each other in writing from time to time.

3 I. Successors and Assigns. All of the terms, covenants, and agreements herein
4 contained, or subsequently amended from time to time, shall be binding upon and shall inure to the
5 benefit of successors, assigns and sublessees of the respective parties hereto.
6

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

9
10 DATE: _____

11 ATTEST:

CITY OF BILLINGS

12
13 BY _____
CITY CLERK

BY _____
MAYOR

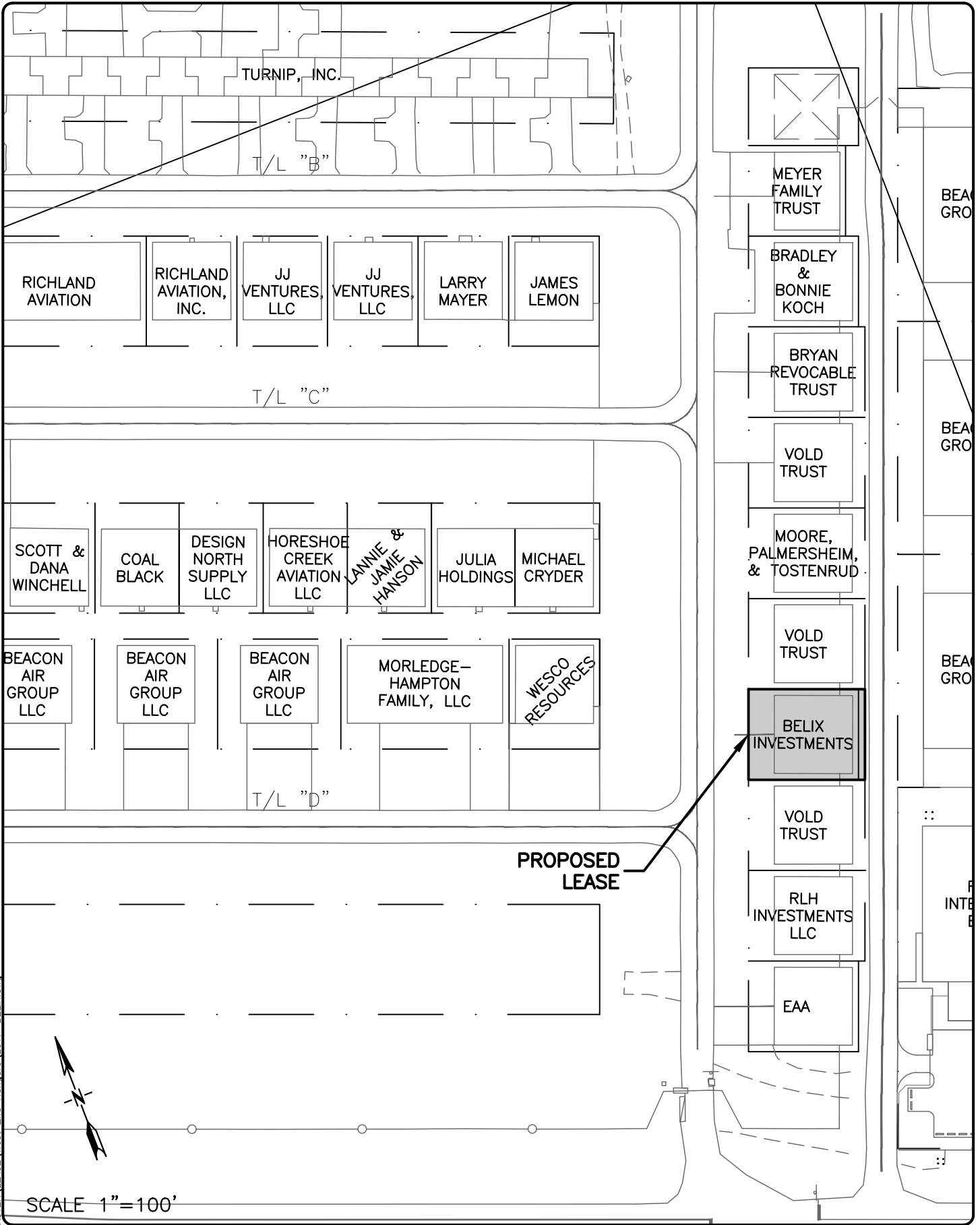
14 APPROVED AS TO FORM

BELIX INVESTMENTS, LLC

15
16 BY _____
CITY ATTORNEY


BY _____
TOM LIX, MEMBER

17
18 BY _____
CARMEN BELDEN, MEMBER



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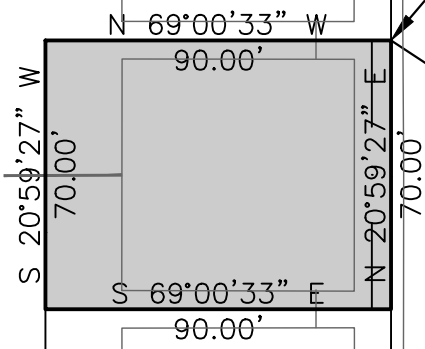
BELIX INVESTMENTS – LOT 7
 AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 1 of 3

315 N. 25th Street, Suite 102
 Billings, MT 59101
 Phone: 406.656.6000
 Fax: 406.237.1201
ISSUE DATE: JULY 2025

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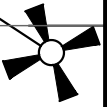
SCALE 1"=50'



POINT OF BEGINNING

N 35°42'04" W
2564.70'

SE CORNER SECTION 25
∴ IRON PIPE



BELIX INVESTMENTS – LOT 7

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 2 of 3



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

ISSUE DATE: JULY 2025

DESCRIPTION

Main Parcel

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 35°42'04" W a distance of 2564.70 feet to the Point of Beginning; thence N 69°00'33" W a distance of 90.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence S 69°00'33" E a distance of 90.00 feet; thence N 20°59'27" E a distance of 70.00 feet to the Point of Beginning.

Said Parcel containing 6,300 square feet.

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BELIX INVESTMENTS – LOT 7

AVIATION AND TRANSIT DEPARTMENT—CITY OF BILLINGS

EXHIBIT A 3 of 3



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

ISSUE DATE: JULY 2025

City Council Regular

Date: 09/08/2025
Title: West End Hangar Ground Lease with Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust dated March 4, 2005
Presented by: Jeff Roach
Department: Airport
Presentation: No
Legal Review: Template Contract
Project Number: N/A

RECOMMENDATION

Staff recommends the City Council approve the West End Hangar Ground Lease with Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust dated March 4, 2005 for a new ten-year term.

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

Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust, purchased the hangar located at 2561 Overlook Drive that was constructed by the former tenant, R.W. McKamy and Donna McKamy. With that hangar purchase, the McKamys assigned their ground lease for this parcel located on the west end of the Airport to the Bryan Trust in an Assignment and Transfer approved by the City on January 25, 2016. The assigned lease expired June 30, 2025, and the Bryans on behalf of the Bryan Trust, would like to continue to lease this parcel. Staff has worked with the Bryans on a new West End Hangar Ground Lease for the 6,300 square foot parcel. The new Lease commences July 1, 2025 and expires on June 30, 2035.

ALTERNATIVES

City Council may:

- Approve the West End Hangar Ground Lease with Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust; or,
- Not Approve the West End Hangar Ground Lease with Robert C. Bryan and Phyllis C. Bryan, Trustees of the Bryan Revocable Trust.

FISCAL EFFECTS

The City will receive \$1,827.00 rental revenue in the first year of the Lease. The rental rate will be adjusted on an annual basis on each anniversary date, using the average of all 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

Bryan Trust Lease

1 WEST END HANGAR GROUND LEASE

2
3 THIS LEASE, made and entered into on _____, by and
4 between the following:

5 CITY OF BILLINGS, MONTANA, hereinafter designated
"Lessor"

6 and

7 ROBERT C. BRYAN AND PHYLLIS C. BRYAN, TRUSTEES
8 OF THE BRYAN REVOCABLE TRUST DATED MARCH 4, 2005,
hereinafter designated
9 "Lessee"

10 W I T N E S S E T H

11 RECITALS

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

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

17 3) Lessee wishes to engage in certain non-commercial aviation activities, and
18 proposes to lease on a net basis from Lessor said parcel of land, and to avail itself of the same
19 privileges, rights, uses, and interests contemplated herein, and

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

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

1 ARTICLE I

2 PREMISES AND PRIVILEGES

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

6 Main Parcel – Lot 3 – 2561 Overlook Drive

7 Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1 N., R. 25 E.,
8 P.M.M., Yellowstone County, Montana; thence from said point N 30°46'52" W
9 a distance of 2,728.52 feet to the Point of Beginning; thence N 69°00'33" W a
10 distance of 90.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence
11 S 69°00'33" E a distance of 90.00 feet; thence N 20°59'27" E a distance of
12 70.00 feet to the Point of Beginning.

13 Said parcel containing 6,300 square feet.

14 Premises is further depicted on attached "Exhibit A," and by said reference
15 made a part hereof.

16 B. General Privileges, Uses, and Rights. Lessor hereby grants to Lessee the
17 following general privileges, uses, and rights, all of which shall be subject to the terms, conditions and
18 covenants herein set forth. Said rights shall be subject to such Federal, State, or Local ordinances,
19 rules and regulations as now or may hereafter have application at the Airport.

- 20 1) The general unrestricted use of all public Airport facilities and
21 improvements which are now or may hereafter be connected with or appurtenant to
22 said Airport, except as hereinafter provided, to be used by Lessee and its sublessees for
23 non-commercial aviation activity as herein defined. For the purpose of this Lease,
24 public airport facilities shall include all necessary landing area appurtenances
including, but not limited to, approach areas, runways, taxiways, aprons, aircraft and

1 automobile parking areas, roadways, and navigational aids.

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

5 C. Specific Privileges, Uses, and Rights. In addition to the general privileges,
6 uses, and rights described above and without limiting the generality thereof, Lessor hereby grants to
7 Lessee and sublessees the right to engage in non-commercial aviation activity on the premises as
8 defined in subparagraphs 1 through 4 below, subject to the conditions and covenants hereafter set out:

9 1) The maintenance, storing and servicing of aircraft, which shall include
10 minor repairs, inspection, and licensing of same, and the purchase of parts, equipment,
11 and accessories therefore.

12 2) The right to use vehicles necessary for the servicing of aircraft.

13 3) The storage of non-commercial aircraft not owned by the Lessee.

14 4) The aforementioned rights shall apply to the persons, firms, or
15 corporations having actual possession, occupancy, and use of the leasehold structures
16 described herein, and the agents, employees, and invitees of such persons, firms, or
17 corporations.

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

21 1) Ground and air transportation for hire.

22 2) Vehicle or equipment rental services.

1 3) Food sales (except the sale of tobacco, confections, and refreshments
2 through coin-operated vending machines).

3 4) News and sundry sales.

4 5) Barber, valet, and personal services.

5 6) Fuel sales (aircraft or vehicle).

6 7) On site fuel storage and fuel storage facilities, including fueling vehicle
7 parking.

8 8) The buying and selling of aircraft, parts, and accessories therefore, and
9 aviation equipment of all descriptions either for retail, wholesale, or as a dealer, except
10 for use in Lessee's own aircraft or operations.

11 9) Flight schools and flight instruction, except that Lessee or Lessee's
12 Chief Pilot shall have the right to give private instructions to Lessee's employees.

13 10) Aircraft repair and servicing except on Lessee's or sublessee's own
14 aircraft.

15 11) Storage of personal vehicles, campers, boats, trailers, motor homes,
16 other recreational vehicles, or parts and accessories for such.

17 12) The maintenance, repairing, or restoring of motorized vehicles.

18 13) Storage of any household items.

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

21 15) Improper storage of any chemicals, solutions, solvents, or any
22 potentially hazardous, explosive, or flammable materials or substances. Improper
23

1 storage includes storage in violation of any applicable Federal, State, or Local
2 environmental law, regulation, or rule presently in effect or promulgated in the future,
3 as such laws, regulations or rules may be amended from time to time.

4 16) Off premise parking.

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

6 18) Any non-aviation or non-aeronautical activity.

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

12 F. Access/Inspection by Lessor. Lessee shall allow the Lessor or Lessor's
13 authorized representatives access to the Premises at all reasonable hours, for the purpose of examining
14 and inspecting the same to determine Lessee's compliance with its obligations under this Lease and
15 for purposes necessary, incidental to, or connected with the performance of the Lessor's obligations
16 hereunder, or in the exercise of the Lessor's governmental functions. In the event of any emergency,
17 the Lessor or its representatives shall have the right to take such action at the premises as they deem
18 necessary for the protection of persons or property.

19 ARTICLE II

20 TERM OF LEASE

21 A. Term. The term of this Lease shall be for a period of ten (10) years,
22 commencing on the 1st day of July 2025, and terminating on the 30th day of June 2035.

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

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

14 ARTICLE IV

15 OBLIGATIONS OF LESSOR

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

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

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

5 ARTICLE V

6 OBLIGATIONS OF LESSEE

7 A. Condition of Premises. It shall be the sole responsibility of the Lessee to
8 develop, keep, maintain, and operate the entirety of the premises and all improvements and facilities
9 placed thereon at Lessee's sole cost and expense. This Lease in every sense shall be without cost or
10 expense to the Lessor. Lessee accepts the premises in its present condition and will repair and
11 maintain any installations thereon, except as provided in Article IV, Paragraphs B.-C., and will
12 remove or cause to be removed any debris to the extent required for its continuing use thereof.

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

18 C. Maintenance. Lessee shall, at its sole cost and expense, maintain the premises,
19 improvements, and appurtenances thereto in a presentable condition free of refuse and debris
20 consistent with good business practice, and acceptable to the Lessor. Lessee's maintenance
21 responsibilities shall include snow removal on the premises, and maintenance of all ramps and access
22 to the hangar.

23 D. Utilities. Lessee shall assume and pay for all costs or charges for utility
24

1 services furnished to Lessee during the term thereof; provided, however, that Lessee shall have the
2 right to connect to any available storm and sanitary sewers, water, electrical, or other utilities at
3 Lessee's own cost and expense; and Lessee shall pay for any/service charges incurred therefore.
4 Lessee shall also provide an external meter-reading device in an external location of the leasehold
5 structure; said meter reading device type shall be specified by the Lessor. In the event Lessee wishes
6 to wash aircraft inside the leasehold structure, Lessee shall provide and maintain a separate water
7 collection system for the wash water and shall not discharge the wash water into any available storm
8 and sanitary sewers.

9 E. Trash, Garbage, Etc. Lessee shall provide, at Lessee's expense, a complete and
10 proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other
11 refuse occurring as a result of Lessee's occupancy and use of the premises. Lessee shall provide and
12 use Lessor approved receptacles for all garbage, trash, and other refuse and shall place them on the
13 premises in a location acceptable to the Lessor for their removal. Piling of boxes, cartons, barrels,
14 pallets, crates, or other similar items in an unsightly or unsafe manner on or about the premises, is
15 forbidden. All disposal costs shall be paid by the Lessee.

16 F. Signs. Lessee shall not maintain any billboards or advertising signs on the
17 premises; provided, however, that Lessee may maintain on the outside of its building its name(s) or
18 signs, the size, location, and design of which shall be subject to prior written approval of Lessor.

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

1 specifically agrees to comply with all the requirements of the airport's Stormwater Pollution
2 Prevention Plan.

3 H. Taxiways/Taxilanes. Lessee shall ensure that Lessee's and/or sublessee's
4 aircraft, vehicles, or other equipment do not block the public use taxiway/taxilane that passes the front
5 of Lessee's leasehold. Ramp area included in the premises shall not be used for the tie down of
6 aircraft for any extended period of time.

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

17 ARTICLE VI

18 INSURANCE AND INDEMNIFICATION

19 A. Indemnification. Lessor and Lessor's officers, directors, agents, representatives,
20 and employees shall stand indemnified by Lessee as herein provided. It is expressly understood and
21 agreed that Lessee is and shall be deemed an independent contractor and operator responsible to all
22 parties for its respective acts or omissions and that Lessor shall in no way be responsible therefore. It
23

1 is further agreed that in the use of the Airport, in the construction, alteration, or maintenance of any
2 improvements thereon, and in the exercise or enjoyment of the privileges herein granted, Lessee shall
3 indemnify, save harmless, and defend the Lessor and Lessor's officers, directors, agents,
4 representatives, and employees from any and all losses that may result to the Lessor and Lessor's
5 officers, directors, agents, representatives, and employees because of any negligence, act, or omission
6 on the part of the Lessee or Lessee's agents, representatives, and employees and shall indemnify
7 Lessor against any and all mechanic's and materialmen's liens or any other types of liens imposed
8 upon the premises.

9 Lessee expressly agrees that Lessor shall not be liable to Lessee, for personal
10 injury, bodily injury, or for any loss or damage to real or personal property occasioned by flood, fire,
11 earthquake, lightning, windstorm, hail, explosion, riot, strike, civil disobedience or commotion,
12 aircraft, smoke, vandalism, malicious mischief, or acts of civil authority, unless caused by the fault or
13 negligence of Lessor, its officers, directors, agents, representatives, or employees.

14 B. Insurance. Lessee shall provide and keep in force for the entire term of this
15 Lease the insurance coverages identified below. Insurance coverage shall be maintained with
16 insurance underwriters authorized to do business in the State of Montana, and that are satisfactory to
17 the Lessor. At the time of execution of this Lease, and annually thereafter, Lessee shall furnish a
18 Certificate of Insurance along with all associated and required policy endorsements showing that
19 required insurance is current and in force. Required evidence of insurance shall be submitted for any
20 renewal or replacement of a policy that already exists, at least ten (10) days prior to expiration or
21 termination of the existing policy. Lessee shall provide notice to Lessor of any changes to insurance
22 or cancellation of any or all insurance at least thirty (30) calendar days in advance of such change or
23 cancellation. The Certificate of Insurance must include the following certificate holder reference:
24 City of Billings Logan International Airport, 1901 Terminal Circle, Room 216, Billings, MT 59105.

1 If, in the Lessor's opinion, the minimum limits of the insurance coverage herein required become
2 inadequate during the term of this Lease, Lessee agrees that it will increase such minimum limits by
3 reasonable amounts upon request of the Lessor.

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

8 2) Commercial General Liability Insurance. Commercial General
9 Liability Insurance on a standard occurrence form, providing coverage for personal
10 injury, bodily injury, death, and property damage, in amounts not less than \$1,500,000
11 per occurrence; \$3,000,000 General Aggregate; the General Aggregate shall apply
12 separately to each location. The required limits may be provided by a combination of
13 Commercial General Liability Insurance and Excess or Commercial Umbrella Liability
14 Insurance. The commercial general liability policy shall be endorsed to name the City
15 of Billings, and City's officers, directors, agents, representatives, and employees as a
16 **PRIMARY ADDITIONAL INSURED**. The City of Billings' general liability policy
17 will be excess and noncontributory. The policy shall be endorsed to include a written
18 waiver of insurer's right to subrogate against the City.

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

1 ARTICLE VII

2 TERMINATION OF LEASE, CANCELLATION, AND TRANSFER

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

7 Lessee shall have the right to remove all moveable furniture, fixtures,
8 machinery and equipment and all other personal property owned or installed by Lessee on the
9 premises, and all expenses connected with such removal shall be borne by the Lessee. Said property
10 shall be removed within thirty (30) calendar days after termination of Lease.

11 In addition, Lessee has the right to remove, at Lessee's expense, all buildings
12 and other structures owned by Lessee located upon the premises within thirty (30) calendar days upon
13 the termination of this Lease. Lessee shall remove from the premises all debris resulting from the
14 removal of the building or structures, and Lessee shall generally leave the premises in a clean and
15 orderly condition, acceptable to Lessor.

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

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

1 improvements because of failure of Lessee to do so, the cost of removal, demolition, and other related
2 actions shall be at Lessee's expense.

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

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

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

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

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

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

22 C. Cancellation by Lessor.

23 1) This Lease shall be subject to cancellation by Lessor in the event
24

1 Lessee shall:

2 a) Be in arrears in the payment of the whole or any part of the
3 amounts agreed upon hereunder for a period of fifteen (15) calendar days after
4 payment is due.

5 b) File a voluntary petition of bankruptcy.

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

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

11 2) In the event of termination because of the happening of any of the
12 previously mentioned events, Lessor may take immediate possession of the premises
13 and remove Lessee's effects, without being deemed guilty of trespassing. Upon said
14 entry, this Lease shall terminate.

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

19 D. Suspension of Lease. During the time of war or declared national emergency,
20 Lessor shall have the right to lease the landing area or any part thereof to the United States
21 Government for military use. If any such lease is executed, any provisions of this instrument, which
22 are inconsistent with the provisions of the lease to the Government shall be suspended, provided that
23 the term of the Lease shall be automatically extended by the amount of the period of suspension.

1 E. Subleasing, Assigning, and Transferring. The Lessee shall have the right to
2 sublease, assign, or transfer all or any part of Lessee's leasehold interest in the premises for the same
3 purpose established in Article I, Paragraphs C-D., provided that written approval of the Lessor is
4 obtained prior to any sublease, assignment, or transfer. As a condition of said approval, Lessor
5 reserves the right to alter this Lease in any manner deemed necessary by Lessor. Any sublease,
6 assignment, or transfer shall be subject to the same conditions, obligations and terms as set forth
7 herein and as may be subsequently amended, and Lessee shall be responsible for the observance by its
8 tenants and sublessees for the terms and covenants of this Lease and any subsequent lease
9 amendments. Lessee shall provide Lessor with a copy of any sublease it has on the Lessee's leasehold.

10 ARTICLE VIII

11 NONDISCRIMINATION

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

19 B. Civil/Human Rights Laws. In the operation and use of the Airport, Lessee shall
20 not, on the grounds of race, color, religion, sex, national origin or ancestry, age, or disability,
21 discriminate or permit discrimination against any person or group of persons in any manner prohibited
22 by Part 21 of Title 49, Code of Federal Regulations, the Civil Rights Act of 1964, as amended, the
23 Equal Pay Act of 1963, the Rehabilitation Act of 1973, and such other Federal, State, or Local laws as

1 may be applicable.

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

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

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

- 23 1) No person on the grounds of race, color, religion, sex, national origin or
24

1 ancestry, age, or disability shall be excluded from participation in, denied the benefits
2 of, or otherwise be subjected to discrimination in the use of said improvements.

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

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

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

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

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

22 2) 49 CFR Part 21 (Nondiscrimination in Federally Assisted Programs of
23 the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of

1 1964);

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

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

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

10 6) Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471,
11 § 47123) as amended (prohibits discrimination based on race, creed, color, national
12 origin, or sex);

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

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

1 9) The Federal Aviation Administration's Nondiscrimination statute
2 (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national
3 origin, and sex);

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

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

14 12) Title IX of the Education Amendments of 1972, as amended, which
15 prohibits you from discriminating because of sex in education programs or activities
16 (20 U.S.C. 1681 *et seq.*).

ARTICLE IX

GENERAL PROVISIONS

17
18 A. Attorney's Fees. Should either party employ an attorney or attorneys or utilize
19 the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in
20 any manner arising under this Lease, the nonprevailing party in any action pursued in a court of
21 competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses,
22 and attorney's fees, including fees for in-house attorneys, expended or incurred in connection
23

1 therewith.

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

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

10 D. Subordination of Lease.

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

16 2) Notwithstanding any other prohibition or limitation of Lessee's right to
17 sublease or assign its interest under this Lease, Lessor acknowledges and agrees that
18 Lessee shall have the right to grant a security interest in its rights and interest under
19 this Lease, with Lessor's prior written consent. Any mortgagee or beneficiary shall
20 have the right to cure any default on the part of Lessee in the payment of rent
21 hereunder and, in the event of default, to assume the Lessee's position under this
22 Lease. Lessor in no event shall be liable for the payment of the sum secured by such
23 mortgage or trust indenture, nor for any expenses in connection with the same.

1 Furthermore, such mortgage or trust indenture shall expressly provide that the
2 mortgagor or beneficiary will seek no monetary judgment against Lessor. The
3 mortgage or trust indenture shall also contain provisions requiring the holder of the
4 indebtedness secured by such mortgage or trust indenture to mail to Lessor by certified
5 mail a copy of each notice of indebtedness, any breach of covenant, default, or
6 foreclosure given by the holder or the trustee under such mortgage or deed of trust, and
7 a copy of a release of any mortgage or deed of trust.

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

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

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

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

20 Director of Aviation and Transit
21 Billings Logan International Airport
22 1901 Terminal Circle, Room 216
23 Billings, MT 59105

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

Robert C. Bryan and Phyllis C. Bryan, Trustees

1 Bryan Revocable Trust
2 P.O. Box 1326
3 Big Timber, MT 59011

4 Phone: (406) 930-1040

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

6 I. Successors and Assigns. All of the terms, covenants, and agreements herein
7 contained, or subsequently amended from time to time, shall be binding upon and shall inure to the
8 benefit of successors, assigns and sublessees of the respective parties hereto.

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

11 DATE: _____

12 ATTEST:

CITY OF BILLINGS

13 BY _____
14 CITY CLERK

BY _____
MAYOR

15 APPROVED AS TO FORM

16 ROBERT C. BRYAN AND PHYLLIS C.
17 BRYAN, TRUSTEES
BRYAN REVOCABLE TRUST DATED
MARCH 4, 2005

18 BY _____
19 CITY ATTORNEY

BY _____
ROBERT C. BRYAN, TRUSTEE

20 BY _____
21 PHYLLIS C. BRYAN, TRUSTEE

City Council Regular

Date: 09/08/2025
Title: Amended Plat of Southgate Subdivision 1st Filing, Block 1, Lot 6
Presented by: Debi Meling
Department: Public Works
Presentation: No
Legal Review: Not Applicable
Project Number: NA

RECOMMENDATION

Staff recommends that the City Council approve the amended subdivision plat of Southgate Subdivision 1st Filing, Block 1, Lot 6.

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

The plat of Southgate Subdivision, Block 1, Lot 6 is located at the southwest corner of King Avenue East and Parkway Lane. The original subdivision was platted with a no-access strip along King Avenue East and an amended plat is required to change the access. US Foods is located on this parcel, and they desire to access their property along the western portion of the building onto King Avenue East in order to access the north parking lot for employees. Staff has reviewed the potential impact of this access change and have no concerns about the operation of an approach onto this particular section of King Avenue East. King Avenue East west of Parkway Lane is classified as a local commercial street and carries a significantly lower traffic volume than King Avenue East of Parkway Lane. The new access is about 450 feet west of the intersection and will meet the newly adopted curb cut regulations. The amended plat would allow this access along the western portion of the property. Attached is a copy of the amended plat of Southgate Subdivision, Block 1, Lot 6 and an exhibit showing the location of the new access.

ALTERNATIVES

City Council may:

- Approve the subdivision plat for Southgate Subdivision, Block 1, Amended Lot 6, or;
- Disapprove the subdivision plat. If the subdivision plat is not approved, the property owner will not be allowed to access their property from King Avenue East.

FISCAL EFFECTS

There is no financial impact to the City with acceptance of this plat.

Attachments

Subdivision Plat
Access Location Exhibit

AMENDED PLAT OF LOT 6, BLOCK 1,
SOUTHGATE SUBDIVISION, 1ST FILING
 SITUATED IN THE NW1/4 OF SECTION 17, T. 1 S., R. 26 E., P.M.M.
 IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

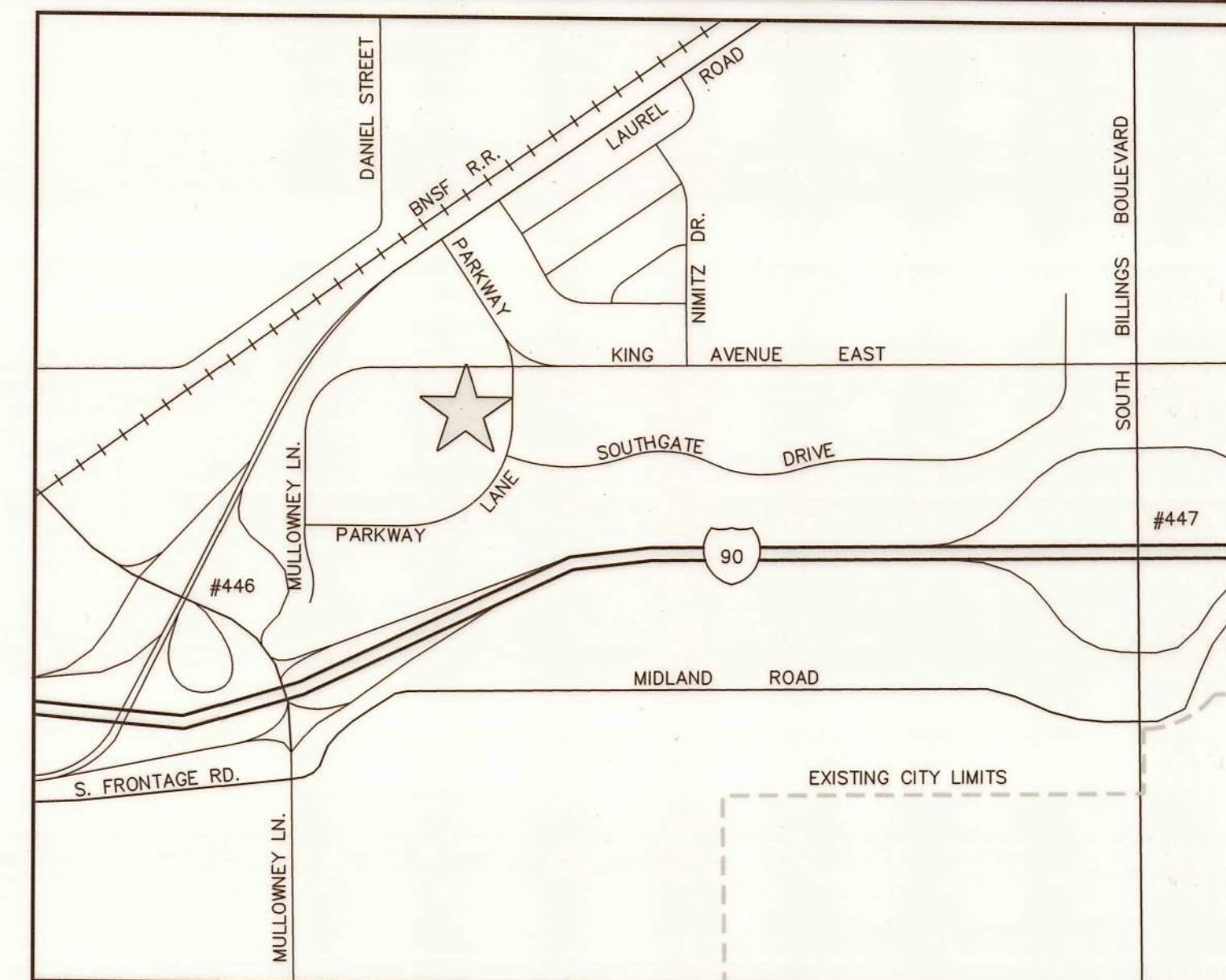
PREPARED FOR : U.S. FOODS

APRIL, 2025

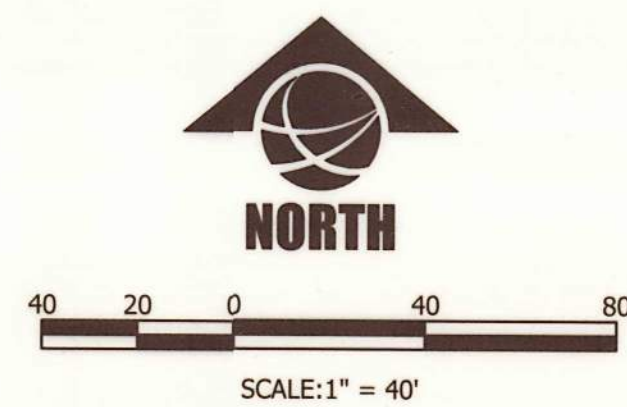
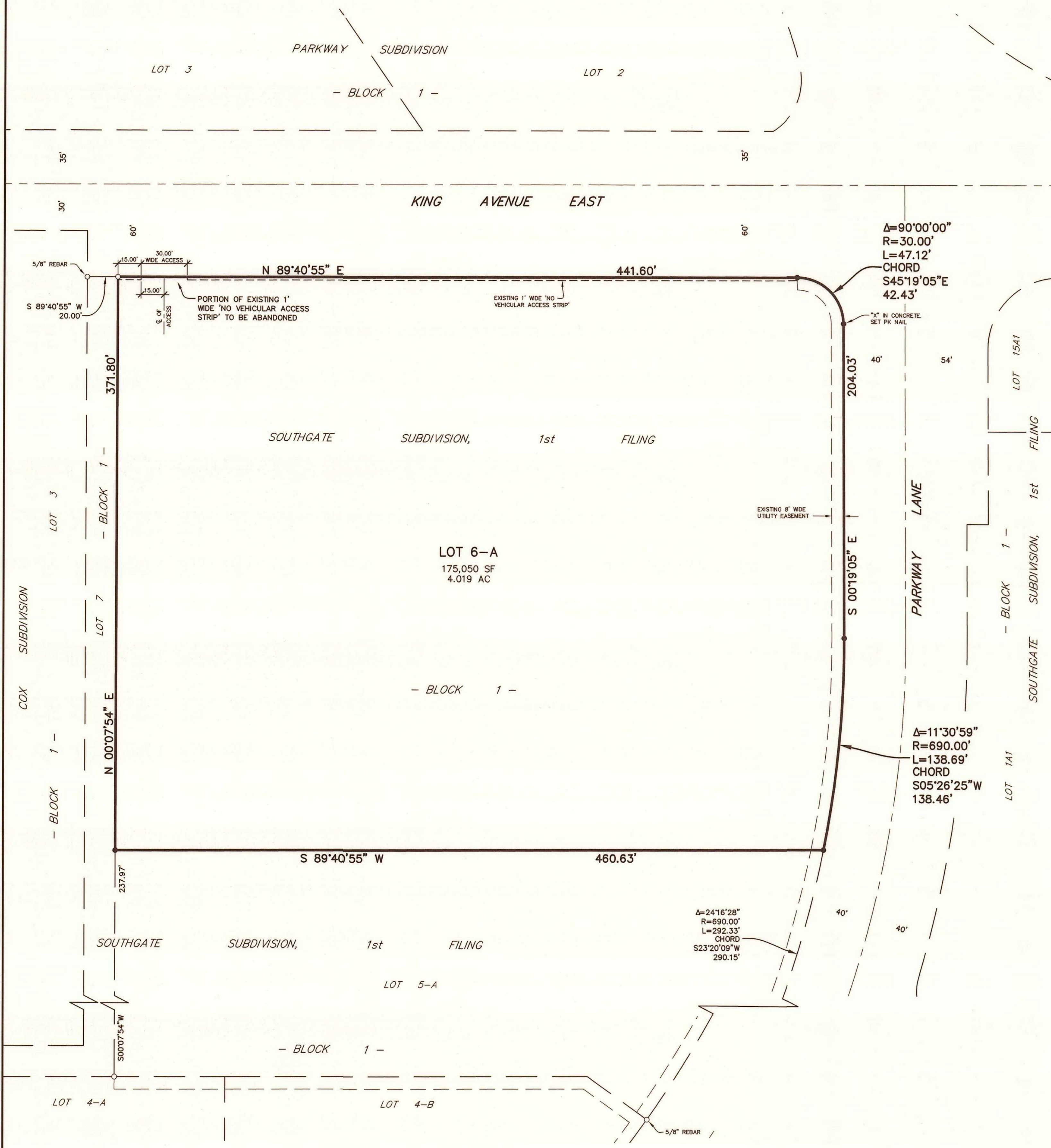
PREPARED BY : **sanbell**

BILLINGS, MONTANA

THIS PLAT HAS BEEN PREPARED TO REVISE THE "NO VEHICULAR ACCESS STRIP" WITHIN ORIGINAL LOT 6. NO ADDITIONAL LOTS ARE BEING CREATED WITH THIS PLAT



VICINITY MAP
 NOT TO SCALE



BASIS OF BEARING: SOUTHGATE SUBDIVISION, 1st FILING

- FOUND SURVEY MONUMENT, REBAR WITH YELLOW CAP MARKED "SSG ENG BLS MT", OR AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANBELL", OR AS NOTED

CERTIFICATE OF CITY COUNCIL APPROVAL

STATE OF MONTANA)
 County of Yellowstone)

We hereby certify that we have examined the annexed and foregoing AMENDED PLAT OF LOT 6, BLOCK 1, SOUTHGATE SUBDIVISION, 1ST 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 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: _____ Attest: _____
 Mayor City Clerk

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 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

PURPOSE OF SURVEY: REVISE "NO ACCESS STRIP"

The undersigned owners do hereby certify that the purpose of this survey is to revise the "1' WIDE NO VEHICULAR ACCESS STRIP" as shown on the Plat of Southgate Subdivision, 1st Filing, recorded under Document No. 1134402, in the office of the clerk & recorder of Yellowstone County, Montana; no new or additional tracts are being created.

Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-404(1)(c), M.C.A. to "discloses evidence to suggest alternate locations of lines or points".

This survey is not subject to review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b)(i)&(ii) for "a parcel that has a previous approval issued under Title 76, chapter 4, part 1, M.C.A."

U.S. FOODS, INC.,
 a Delaware corporation

By: Dawn Mandacino Title: Sr. Director, Real Estate

STATE OF Illinois)
 County of Cook)

On this 21st day of July, 2025, before me, the undersigned Notary Public for the State of Illinois, personally appeared Dawn Mandacino known to me to be the person who signed the foregoing instrument as Sr. Director, Real Estate of U.S. FOODS, INC., a Delaware corporation, and who acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.



Brendan K. Marren
 Notary Public in and for the State of Illinois

CERTIFICATE OF SURVEYOR

STATE OF MONTANA)
 County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of April 2025, a survey was performed under his supervision of a tract of land situated in the NW1/4 of Section 17, T. 1 S., R. 26 E., P.M.M. in the City of Billings, Yellowstone County, being more particularly described as follows, to wit:

Lot 6 of Southgate Subdivision, 1st Filing, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 1134402.

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANBELL

By: Michael Dean Bertram
 Montana License No. 18772L
 Date: July 23, 2025



REMOVED FOR CLERK AND RECORDER

Location of
New Access



King Avenue East

Parkway Lane

Billings Construction Supply

US Foods

King Ave E

Southgate Dr

Days Inn by Wyndham Billings

City Council Regular

Date: 09/08/2025
Title: Payment of Claims for week of August 11th, 2025
Presented by: Erin Watterud
Department: Finance
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$2,928,998.89 have been reviewed and are presented for City Council payment approval. A complete listing of the claims for the week are available in the Finance Department. Payment Approval Process Every invoice for payment is entered into the City's accounting system and the backup documentation is scanned in and attached (physical invoices, additional e-mails explaining payments, bids, contracts, etc.). Each invoice goes through a multi-step approval process depending upon the amount of the payment. First, invoices are entered by the department requesting the payment and the department director or designee must perform an initial review and approval of the purchase. The number of approvals within the department can vary based upon the size of the department, but no less than one approver within each department must verify the payment. Second, all payments, regardless of size, must be approved by the Purchasing Agent or designee. The Purchasing Agent will review the payment to ensure purchasing procedures are followed and appropriate documentation is attached. If the payment is greater than \$1,000, then it must be approved by the Finance Director or designee. If that payment is greater than \$10,000, then it must be approved by the City Administrator or Assistant City Administrator. Once all approvals are completed, the payment is able to be made and the Accounts Payable Clerk can print the check. After all checks are printed, a list of all checks in excess of \$2,500 is generated and placed on the next City Council meeting for review.

ALTERNATIVES

No other alternatives were analyzed.

FISCAL EFFECTS

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

Attachments

CouncilMemo wk of 08112025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/11/2025	882479	A & E Architects	Public Safety	\$ 1,759.25	Design services for Fire Station #5 interior design
08/11/2025	882479	A & E Architects	Tax Incrmnt S	\$ 20,274.00	Change order; Amend park rec campus
08/11/2025	882485	Askin Construction	Storm Sewer	\$ 67,989.59	WO 24-38 Wicks Lane Storm
08/11/2025	882488	Billings Mustangs	General	\$ 10,069.00	City of Billings Night at the Billings Mustangs Game
08/11/2025	882489	Blue Ridge Services MT	Solid Waste	\$ 4,812.50	CORE Assessment On-Demand Safety Training Cert
08/11/2025	ACH	Burns & McDonnell Engineering	Water	\$ 226,296.31	WO 19-42 West End Water Treatment Plant Project
08/11/2025	882499	Cnty Water District Of Blngs Heights	Park Dist 1	\$ 527.28	water charges for Cleavenger - 01019
08/11/2025	882499	Cnty Water District Of Blngs Heights	Park Dist 1	\$ 2,832.30	Water charges for Primrose - 06100
08/11/2025	882499	Cnty Water District Of Blngs Heights	Public Safety	\$ 1,503.20	St 8 and St 6 July services
08/11/2025	882499	Cnty Water District Of Blngs Heights	Street/Traffic	\$ 79.56	Hilltop & Bench Roundabout...July 2025
08/11/2025	882501	Crowley Fleck	General	\$ 2,989.88	July 2025 Lobbyist Contract
08/11/2025	882506	Dell Computer	P.W. Admin	\$ 1,647.79	Dell Pro Max 14, i7, 16GB ,1TB-PUD CDL Trainer
08/11/2025	882506	Dell Computer	P.W. Admin	\$ 1,838.87	Dell Pro Max 14, i7, 32GB, 1TB-PUD
08/11/2025	882506	Dell Computer	P.W. Admin	\$ 1,838.87	Dell Pro Max 14, i7, 32GB, 1TB -PUD
08/11/2025	882506	Dell Computer	Park Dist 1	\$ 1,588.24	Dell Pro Max 14 laptop and dock -REC
08/11/2025	882506	Dell Computer	Public Safety	\$ 1,210.93	Dell Micor Form Factor, i5-Police Public PC
08/11/2025	882507	Dick Anderson Construction	Water	\$ 25,265.09	Retainage Release FINAL
08/11/2025	882509	Downtown Billings Partnership	Tax Incrmnt N27	\$ 27,175.42	FY26 DT TIF Operating Agreement
08/11/2025	882509	Downtown Billings Partnership	Tax Incrmnt N27	\$ 3,000.00	Frontier Law Firm Slgn Reimbursment DT TIF \$3k
08/11/2025	882511	EBMS	City Ins Fund	\$ 825.00	September 1, 2025 Statement
08/11/2025	882511	EBMS	City Ins Fund	\$ 41,517.50	September 1, 2025 Statement
08/11/2025	882511	EBMS	City Ins Fund	\$ 78,746.83	September 1, 2025 Statement
08/11/2025	882511	EBMS	City Ins Fund	\$ 1,239.00	September 1, 2025 Statement
08/11/2025	882511	EBMS	City Ins Fund	\$ 1,915.50	September 1, 2025 Statement
08/11/2025	882511	EBMS	City Ins Fund	\$ 6,774.84	September 1, 2025 Statement
08/11/2025	882511	EBMS	Payroll Clearing	\$ 13,455.19	September 1, 2025 Statement
08/11/2025	882512	Ecolane USA	Transit	\$ 4,208.12	CINV-086919 Annual Maintenance 8/1/25-12/31/26
08/11/2025	ACH	Endress & Hauser	Water	\$ 4,130.00	Walters New Mag Meter Commissioning
08/11/2025	882517	First Light Technologies	Park Dist 1	\$ 24,230.00	rose park north trail lights - 0250373
08/11/2025	882525	Grade A Civil	Water	\$ 1,255,395.22	WO 23-12 Zone 4 Pump Station & Waterline Improvs
08/11/2025	882525	Grade A Civil	Water	\$ -	WO 23-29 Grand Avenue Waterline Replacement
08/11/2025	882526	Harris Systems USA	General	\$ 1,250.00	Payroll Sessions, half paid by IT and HR
08/11/2025	882526	Harris Systems USA	IT Resources	\$ 1,250.00	Payroll Sessions, half paid by IT and HR

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08/11/2025	882527	Hawkins	Water	\$ 19,000.00	chlorine for process
08/11/2025	882527	Hawkins	Water	\$ 19,000.00	chlorine for process
08/11/2025	882527	Hawkins	Water	\$ 3,446.72	Chlorine for staples Pump Station
08/11/2025	882529	High Point Networks	IT Resources	\$ 5,597.00	2025 EMC\Dell SANS servers renewal 9/25/25-9/23/26
08/11/2025	882530	Insight Public Sector	General	\$ 4,976.04	Qty. 2 Surface Pro 11, Docks, keyboard cover -Legal
08/11/2025	882532	Knife River	St Maint Dist	\$ 59,143.79	WO 25-03 Contract 1 City Overlay; Pmt 5
08/11/2025	882532	Knife River	Street/Traffic	\$ 114.86	Rock used in the road Patcher Truck for
08/11/2025	882534	L N Curtis and Sons	Public Safety	\$ 24,732.00	structural firefighting gear - G Xtreme 3.0 Jacket
08/11/2025	882534	L N Curtis and Sons	Public Safety	\$ 502.40	Structural Firefighting Gloves
08/11/2025	882534	L N Curtis and Sons	Public Safety	\$ 1,161.76	Structural Firefighting Gloves
08/11/2025	882536	Mailing Technical Services	Central Services	\$ 4,149.71	Postage: July, 2025
08/11/2025	882536	Mailing Technical Services	General	\$ 871.73	Postage: July, 2025
08/11/2025	882540	Montana CSED	Payroll Clearing	\$ 6,822.51	Payroll Summary
08/11/2025	882541	Montana Dakota Utilities	Airport	\$ 156.27	285 580 1000 6
08/11/2025	882541	Montana Dakota Utilities	Airport	\$ 2,066.54	595 580 1000 1
08/11/2025	882541	Montana Dakota Utilities	Airport	\$ 129.67	706 580 1000 7
08/11/2025	882541	Montana Dakota Utilities	CDBG	\$ 19.91	Act #766 804 8641 2 / Stmt dated 7-10-2025
08/11/2025	882541	Montana Dakota Utilities	Facilities	\$ 163.96	130 733 1000 8
08/11/2025	882541	Montana Dakota Utilities	Facilities	\$ 2,654.08	375 963 4481 4
08/11/2025	882541	Montana Dakota Utilities	Facilities	\$ 434.85	757 633 1000 2
08/11/2025	882541	Montana Dakota Utilities	Facilities	\$ 28.46	799 152 1209 0
08/11/2025	882541	Montana Dakota Utilities	Facilities	\$ 514.93	929 780 1000 4
08/11/2025	882541	Montana Dakota Utilities	Facilities	\$ 206.67	989 733 1000 0
08/11/2025	882541	Montana Dakota Utilities	Facilities	\$ 91.86	993 733 1000 4
08/11/2025	882541	Montana Dakota Utilities	Library	\$ 487.61	219 924 4851 0
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 89.07	061 943 1000 6
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 112.86	112 138 9381 8
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 34.59	371 101 1000 6
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 42.72	437 780 1000 9
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 30.30	501 473 1000 2
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 41.69	571 295 3342 8
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 33.15	703 760 1000 8
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 1,759.24	879 660 1000 8

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08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 34.59	902 360 1000 6
08/11/2025	882541	Montana Dakota Utilities	Park Dist 1	\$ 40.28	927 890 1000 3
08/11/2025	882541	Montana Dakota Utilities	Parking	\$ 28.46	717 353 1000 6
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 28.46	062 907 9494 7
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 345.25	169 233 1000 3
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 338.26	307 111 5825 0
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 1.55	357 004 5071 7
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 117.76	442 190 1000 4
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 28.46	514 117 0478 9
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 132.72	533 653 1000 1
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 93.26	602 589 7178 1
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 117.76	668 670 1000 2
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 52.41	672 860 1000 3
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 224.16	819 360 1000 8
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 110.07	885 880 1000 4
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 31.01	930 442 2308 4
08/11/2025	882541	Montana Dakota Utilities	Public Safety	\$ 28.60	959 389 9168 4
08/11/2025	882541	Montana Dakota Utilities	Solid Waste	\$ 131.77	284 225 1320 1
08/11/2025	882541	Montana Dakota Utilities	Solid Waste	\$ 116.36	602 680 9335 2
08/11/2025	882541	Montana Dakota Utilities	Solid Waste	\$ 30.30	770 390 1000 2
08/11/2025	882541	Montana Dakota Utilities	Transit	\$ 187.06	962 880 1000 0
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 0.03	017 739 3911 9
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 1,070.74	293 780 1000 2
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 2,141.48	293 780 1000 2
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 1,070.74	293 780 1000 2
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 51.50	310 490 1000 7
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 33.47	410 490 1000 6
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 0.86	470 750 1000 0
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 1.64	559 250 1000 5
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 90.46	596 733 1000 5
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 88.36	713 064 3190 0
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 83.71	735 453 1000 2
08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 89.77	843 879 2205 1

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08/11/2025	882541	Montana Dakota Utilities	Wastewater	\$ 89.77	868 563 1000 7
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 35.29	010 490 1000 0
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 89.77	076 225 9180 3
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 31.01	110 490 1000 9
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 30.30	162 660 1000 4
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 30.30	209 077 5055 6
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 30.30	210 490 1000 8
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 154.47	310 490 1000 7
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 15.51	373 580 1000 9
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 15.50	373 580 1000 9
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 100.40	410 490 1000 6
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 256.37	500 490 1000 7
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 31.72	510 490 1000 5
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 30.30	527 033 1000 4
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 31.01	541 380 1000 1
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 30.30	566 923 1000 8
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 15.15	600 490 1000 6
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 15.15	600 490 1000 6
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 66.66	610 490 1000 4
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 30.30	666 923 1000 7
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 40.28	700 490 1000 5
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 89.07	800 490 1000 4
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 30.30	832 001 1000 1
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 145.07	900 490 1000 3
08/11/2025	882541	Montana Dakota Utilities	Water	\$ 91.86	921 580 1000 6
08/11/2025	882542	MFPE	Payroll Clearing	\$ 2,924.43	Payroll Summary
08/11/2025	882543	Montana Lines	St Maint Dist	\$ 64,852.92	WO 25-99 Signal Upgrade - Const Contract; Pmt 1
08/11/2025	882545	MSFA	Payroll Clearing	\$ 6,268.39	Payroll Summary
08/11/2025	882548	MPPA	Payroll Clearing	\$ 3,908.80	Payroll Summary
08/11/2025	882554	National League Of Cities	General	\$ 10,597.00	Inv. #195045 City of Billings Membership Dues
08/11/2025	882557	NorthWestern Energy	Airport	\$ 15.76	0712534-7. Gate 16 Light. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 168.80	0712535-4. Employee Parking. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 35.09	0712791-3. Gate 16. July 2025

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08/11/2025	882557	NorthWestern Energy	Airport	\$ 33.60	0712795-4. Gate 17. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 33.04	0712797-0. Gate 9. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 25.19	0712805-1. IP-10. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 23.39	0712813-5. Burn Pit. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 33.76	0719759-3. Gate 12. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 89.52	0719760-1. Gate 14. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 35.22	0719761-9. Gate 15. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 34.78	0719762-7. Gate 13. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 33.31	0720296-3. Gate 29. July 2025
08/11/2025	882557	NorthWestern Energy	Airport	\$ 52.14	2114868-9. Runway Weather System. July 2025
08/11/2025	882557	NorthWestern Energy	CDBG	\$ 20.34	1302 Parkhill Dr/ Account #4241122-3
08/11/2025	882557	NorthWestern Energy	Facilities	\$ 4,044.25	0100507-3
08/11/2025	882557	NorthWestern Energy	Facilities	\$ 588.55	0720829-1
08/11/2025	882557	NorthWestern Energy	Facilities	\$ 3,860.69	0975808-7
08/11/2025	882557	NorthWestern Energy	Facilities	\$ 1,943.60	1160802-3
08/11/2025	882557	NorthWestern Energy	Facilities	\$ 3,164.16	1160804-9
08/11/2025	882557	NorthWestern Energy	Facilities	\$ 6,599.05	1269391-7
08/11/2025	882557	NorthWestern Energy	Facilities	\$ 19,561.40	3927205-9
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 1,574.62	0100506-5
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 46.41	0712387-0
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 114.25	0712536-2
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 227.77	0712683-2
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 79.39	0720818-4
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 3,008.01	0720821-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 1,822.22	0720841-6
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 22.26	0722237-5
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 23.01	0722247-4
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 244.73	0722251-6
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 0.25	0722254-0
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 106.81	0722255-7
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 222.09	0722256-5
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 419.27	0722257-3
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 326.08	0722260-7

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08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 33.27	0722261-5
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 43.32	0722262-3
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 41.67	0722263-1
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 120.00	0722265-6
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 94.88	0722266-4
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 26.01	0722268-0
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 36.70	0722269-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 34.84	0722277-1
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 1,695.05	0722287-0
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 12.79	0722292-0
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 64.90	0722293-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 37.21	0722905-7
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 354.18	0722933-9
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 11.85	0723027-9
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 277.04	0723035-2
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 23.41	0723036-0
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 252.92	0723037-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 67.53	0723042-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 469.08	0723044-4
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 623.64	0723045-1
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 131.40	0723048-5
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 39.08	0723051-9
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ -	0723052-7
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 305.29	0723054-3
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 27.51	0723055-0
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 44.56	0723056-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 24.89	0723057-6
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 45.63	0723058-4
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 32.03	0723090-7
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 22.08	0723162-4
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 898.38	0723170-7
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 60.27	0789437-1
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 170.58	0793134-8

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08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 6.00	0831702-6
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ -	0839280-5
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 50.79	0920801-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 781.19	0925496-2
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 167.99	0999807-1
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 493.69	1141284-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 22.34	1156527-2
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 323.68	1191404-1
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 22.36	1230066-1
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 0.72	1692666-9
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 31.13	1836666-6
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 22.95	1902257-3
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 81.86	3241436-9
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 127.29	3999603-8
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 32.03	4081700-9
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ -	4086220-3
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 180.66	4089118-6
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 130.55	4177819-2
08/11/2025	882557	NorthWestern Energy	Park Dist 1	\$ 86.87	4204010-5
08/11/2025	882557	NorthWestern Energy	Parking	\$ 1,808.62	0720834-1
08/11/2025	882557	NorthWestern Energy	Parking	\$ 1,411.91	1569636-2
08/11/2025	882557	NorthWestern Energy	Parking	\$ 1,451.81	1594282-4
08/11/2025	882557	NorthWestern Energy	Parking	\$ 205.85	3835890-9
08/11/2025	882557	NorthWestern Energy	Parks Maint	\$ 24.25	0723385-1
08/11/2025	882557	NorthWestern Energy	Parks Maint	\$ 23.41	0881455-0
08/11/2025	882557	NorthWestern Energy	Parks Maint	\$ 0.58	0971824-8
08/11/2025	882557	NorthWestern Energy	Parks Maint	\$ 0.72	1312707-1
08/11/2025	882557	NorthWestern Energy	Parks Maint	\$ 23.12	1564209-3
08/11/2025	882557	NorthWestern Energy	Parks Maint	\$ 115.72	4299970-6
08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 819.63	0712537-0
08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 498.96	0720840-8
08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 713.73	0871546-8
08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 233.85	1984150-1

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08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 779.66	1984155-0
08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 3,450.87	3448739-7
08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 634.40	St 6 July Services
08/11/2025	882557	NorthWestern Energy	Public Safety	\$ 2,774.40	Station 1 July Services
08/11/2025	882557	NorthWestern Energy	Radio	\$ 395.53	0721580-9
08/11/2025	882557	NorthWestern Energy	Radio	\$ 273.81	1006915-1
08/11/2025	882557	NorthWestern Energy	Solid Waste	\$ 2,085.89	3252194-0
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 22.10	0723645-8
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 92.21	1738989-1
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 0.73	1740357-7
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 0.73	1748896-6
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 2.03	1797828-9
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 23.24	2047000-1
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 23.95	2047011-8
08/11/2025	882557	NorthWestern Energy	Street/Traffic	\$ 24.25	2047018-3
08/11/2025	882557	NorthWestern Energy	Transit	\$ 44.25	0712764-0
08/11/2025	882557	NorthWestern Energy	Transit	\$ 237.53	1784756-7
08/11/2025	882557	NorthWestern Energy	Wastewater	\$ 2,013.15	0100606-3
08/11/2025	882557	NorthWestern Energy	Wastewater	\$ 132.70	0723383-6
08/11/2025	882557	NorthWestern Energy	Wastewater	\$ 412.30	0723878-5
08/11/2025	882557	NorthWestern Energy	Wastewater	\$ 83.62	1704030-4
08/11/2025	882557	NorthWestern Energy	Wastewater	\$ 2,536.31	2132749-9
08/11/2025	882557	NorthWestern Energy	Water	\$ 1,795.74	0100478-7
08/11/2025	882557	NorthWestern Energy	Water	\$ 1,720.40	0100485-2
08/11/2025	882557	NorthWestern Energy	Water	\$ 11,323.74	0100540-4
08/11/2025	882557	NorthWestern Energy	Water	\$ 6,039.42	0100606-3
08/11/2025	882557	NorthWestern Energy	Water	\$ 152,998.79	0100606-3
08/11/2025	882557	NorthWestern Energy	Water	\$ 26.31	0722249-0
08/11/2025	882557	NorthWestern Energy	Water	\$ 3,077.32	0722252-4
08/11/2025	882557	NorthWestern Energy	Water	\$ 15,802.56	0722264-9
08/11/2025	882557	NorthWestern Energy	Water	\$ 7,658.02	0722270-6
08/11/2025	882557	NorthWestern Energy	Water	\$ 12,854.81	0723040-2
08/11/2025	882557	NorthWestern Energy	Water	\$ 9,742.98	0723043-6

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/11/2025	882557	NorthWestern Energy	Water	\$ 22.10	0723059-2
08/11/2025	882557	NorthWestern Energy	Water	\$ 1,216.82	1116452-2
08/11/2025	882557	NorthWestern Energy	Water	\$ 173.18	1142253-2
08/11/2025	882557	NorthWestern Energy	Water	\$ 719.00	805 Constitution Ave July 2025
08/11/2025	882564	Potters Industries	Street/Traffic	\$ 25,960.00	paint beads; Invoice 91459062
08/11/2025	882566	Public Utilities	Facilities	\$ 153.41	3080251
08/11/2025	882566	Public Utilities	Facilities	\$ 979.48	3090329
08/11/2025	882566	Public Utilities	Facilities	\$ 966.17	3113479
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 100.67	3060453
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 51.80	3064232
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 11.46	3066384
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 5.01	3086379
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 36.52	3086387
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 156.51	3086388
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 214.08	3089293
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 31.48	3098105
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 11.46	3098113
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 1,386.96	3098119
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 11.46	3109445
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 4,543.55	3110120
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 137.98	3111950
08/11/2025	882566	Public Utilities	Park Dist 1	\$ 5,631.34	3114277
08/11/2025	882566	Public Utilities	Parking	\$ 11.25	3076980
08/11/2025	882566	Public Utilities	Parking	\$ 1,456.59	3088608
08/11/2025	882566	Public Utilities	Parking	\$ 343.97	3088641
08/11/2025	882566	Public Utilities	Parking	\$ 95.98	3088641
08/11/2025	882566	Public Utilities	Parks Maint	\$ 587.10	3059048
08/11/2025	882566	Public Utilities	Parks Maint	\$ 20.10	3061212
08/11/2025	882566	Public Utilities	Parks Maint	\$ 2,993.47	3063384
08/11/2025	882566	Public Utilities	Parks Maint	\$ 585.52	3064055
08/11/2025	882566	Public Utilities	Parks Maint	\$ 8,348.66	3069969
08/11/2025	882566	Public Utilities	Parks Maint	\$ 7,624.09	3072961
08/11/2025	882566	Public Utilities	Parks Maint	\$ 1,175.36	3072990

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/11/2025	882566	Public Utilities	Parks Maint	\$ 133.89	3073704
08/11/2025	882566	Public Utilities	Parks Maint	\$ 11.25	3074748
08/11/2025	882566	Public Utilities	Parks Maint	\$ 9,994.06	3074750
08/11/2025	882566	Public Utilities	Parks Maint	\$ 745.91	3074751
08/11/2025	882566	Public Utilities	Parks Maint	\$ 3,009.43	3075407
08/11/2025	882566	Public Utilities	Parks Maint	\$ 1,651.98	3075860
08/11/2025	882566	Public Utilities	Parks Maint	\$ 15.28	3075860
08/11/2025	882566	Public Utilities	Parks Maint	\$ 2,825.29	3078687
08/11/2025	882566	Public Utilities	Parks Maint	\$ 1,876.22	3081602
08/11/2025	882566	Public Utilities	Parks Maint	\$ 664.82	3084220
08/11/2025	882566	Public Utilities	Parks Maint	\$ 6,771.94	3086389
08/11/2025	882566	Public Utilities	Parks Maint	\$ 10,329.46	3086390
08/11/2025	882566	Public Utilities	Parks Maint	\$ 23,453.35	3086391
08/11/2025	882566	Public Utilities	Parks Maint	\$ 6,222.13	3086392
08/11/2025	882566	Public Utilities	Parks Maint	\$ 85.19	3086393
08/11/2025	882566	Public Utilities	Parks Maint	\$ 95.04	3086929
08/11/2025	882566	Public Utilities	Parks Maint	\$ 48.23	3087030
08/11/2025	882566	Public Utilities	Parks Maint	\$ 10,446.16	3090572
08/11/2025	882566	Public Utilities	Parks Maint	\$ 2,015.82	3095935
08/11/2025	882566	Public Utilities	Parks Maint	\$ 16.47	3098114
08/11/2025	882566	Public Utilities	Parks Maint	\$ 1,471.71	3098115
08/11/2025	882566	Public Utilities	Parks Maint	\$ 5.01	3098115
08/11/2025	882566	Public Utilities	Parks Maint	\$ 25,175.73	3098116
08/11/2025	882566	Public Utilities	Parks Maint	\$ 3,501.49	3098117
08/11/2025	882566	Public Utilities	Parks Maint	\$ 343.03	3098999
08/11/2025	882566	Public Utilities	Parks Maint	\$ 6,526.17	3107305
08/11/2025	882566	Public Utilities	Parks Maint	\$ 39.03	3107704
08/11/2025	882566	Public Utilities	Parks Maint	\$ 8,913.85	3108190
08/11/2025	882566	Public Utilities	Parks Maint	\$ 13,173.17	3109457
08/11/2025	882566	Public Utilities	Parks Maint	\$ 1,544.02	3109458
08/11/2025	882566	Public Utilities	Parks Maint	\$ 271.16	3113693
08/11/2025	882566	Public Utilities	Parks Maint	\$ 13,946.95	3113702
08/11/2025	882566	Public Utilities	Public Safety	\$ 62.79	3063998

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/11/2025	882566	Public Utilities	Public Safety	\$ 29.50	3110936
08/11/2025	882566	Public Utilities	Solid Waste	\$ 16.05	3077970
08/11/2025	882566	Public Utilities	Solid Waste	\$ 93.32	3092576
08/11/2025	882566	Public Utilities	Solid Waste	\$ 16.05	3112719
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 9,087.97	3058560
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 12,324.81	3064068
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 4,848.97	3064069
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 10,102.30	3064449
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 481.02	3073579
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 6,277.55	3073598
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 1,483.87	3075421
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 627.98	3075422
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 11,089.97	3075775
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 6,848.66	3079016
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 8,674.63	3079239
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 6,421.67	3083177
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 4,599.09	3085204
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 935.21	3087053
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 670.49	3087054
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 8,509.92	3090825
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 4,646.38	3090876
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 6.99	3092597
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 5,570.70	3094347
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 4,887.64	3098792
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 1,408.18	3102621
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 12.05	3108265
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 3,989.37	3110133
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 747.55	3110134
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 396.61	3110138
08/11/2025	882566	Public Utilities	Street/Traffic	\$ 403.91	3113989
08/11/2025	882566	Public Utilities	Transit	\$ 639.48	3057820
08/11/2025	882566	Public Utilities	Transit	\$ 96.11	3064066
08/11/2025	882566	Public Utilities	Transit	\$ 158.15	3064066

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/11/2025	882566	Public Utilities	Wastewater	\$ 3,237.34	3060439
08/11/2025	882566	Public Utilities	Wastewater	\$ 15.09	3075442
08/11/2025	882566	Public Utilities	Wastewater	\$ 11.29	3092611
08/11/2025	882570	Rocky Mountain Health Network	City Ins Fund	\$ 8,000.00	August 2025 Healthy Is Wellness
08/11/2025	882571	Safetech	Public Safety	\$ 10,260.00	disposal of asbestos-containing materials from FS5.
08/11/2025	882572	SavATree	Street/Traffic	\$ 4,095.00	contracted fertilizing
08/11/2025	882572	SavATree	Street/Traffic	\$ 3,135.00	Contracted weed spraying
08/11/2025	882573	SIGNAL 88 FRANCHISE GROUP	Building	\$ 16,380.08	Jul25 - Security Officer Service Location: City Hall
08/11/2025	882577	St V's Occupational Health	Airport	\$ 114.25	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	City Ins Fund	\$ 650.00	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	General	\$ 2,915.25	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	Park Dist 1	\$ 114.25	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	Public Safety	\$ 159.25	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	Solid Waste	\$ 558.25	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	Street/Traffic	\$ 228.50	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	Transit	\$ 114.25	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882577	St V's Occupational Health	Water	\$ 50.00	Inv. #66624 July 2025 Drug Testing, On-Site Nursing
08/11/2025	882578	Standard Drain Cleaning	Storm Sewer	\$ 5,882.08	Retainage Release FINAL
08/11/2025	882579	Star Service	Park Dist 1	\$ 2,638.00	Pioneer water service - 57451
08/11/2025	882579	Star Service	Park Dist 1	\$ 1,400.00	service dog fountain at North - 57453
08/11/2025	882580	Steiner Thuesen	Park Dist 1	\$ 1,123.00	Jul 25 REPLACE THE TENNIS COURTS AT PIONEER PARK
08/11/2025	882580	Steiner Thuesen	Park Dist 1	\$ 2,589.65	WO2333 Grandview Pk Irrigation System Replacement
08/11/2025	882587	The Goodyear Tire & Rubber	Transit	\$ 11,253.79	9856962549 Tire Mileage
08/11/2025	882588	Thorn Run Partners	General	\$ 2,500.00	Amendment to Federal Lobbyist Services - Extension
08/11/2025	882588	Thorn Run Partners	General	\$ 2,500.00	Amendment to Federal Lobbyist Services - Extension
08/11/2025	882588	Thorn Run Partners	P.W. Admin	\$ 2,500.00	Amendment to Federal Lobbyist Services - Extension
08/11/2025	882589	TK Elevator	Facilities	\$ 3,536.91	Inv. 3008766727 Gold - Full Maintenance Stillwater
08/11/2025	ACH	Town & Country Supply	Fleet	\$ 5,524.03	450000
08/11/2025	ACH	Town & Country Supply	Fleet	\$ 7,524.25	450000
08/11/2025	ACH	Town & Country Supply	Fleet	\$ 6,185.95	450000
08/11/2025	ACH	Town & Country Supply	Fleet	\$ 11,613.24	450000
08/11/2025	ACH	Town & Country Supply	Transit	\$ 17,290.32	448406 diesel- 5999 gal.
08/11/2025	ACH	Tractor & Equipment	Solid Waste	\$ 15,435.00	D6 Rental for Landfill...07/14-08/11/202

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/11/2025	882591	Transitional Marketing	Transit	\$ 3,240.00	12270 route maps
08/11/2025	882591	Transitional Marketing	Transit	\$ 700.00	12306 inspection sheets
08/11/2025	882600	Yellowstone County Finance Dpt	Parking	\$ 717.62	APRIL_2025
08/11/2025	882600	Yellowstone County Finance Dpt	Parking	\$ 908.81	JUNE_2025
08/11/2025	882600	Yellowstone County Finance Dpt	Parking	\$ 1,018.55	MAY_2025
08/11/2025	882601	Yellowstone Electric	Airport	\$ 7,865.92	Invoice #B8208. Access Control UPS'S
08/11/2025	882603	YVAS	Public Safety	\$ 28,038.75	city contract
08/11/2025	882604	Zayo Group	Airport	\$ 142.24	Airport Alarm #406.294.83705610 71130 403450
08/11/2025	882604	Zayo Group	Phone System	\$ 45.00	Main Bill New Account # 330046 -IT
08/11/2025	882604	Zayo Group	Phone System	\$ 1,791.99	Main Bill New Account # 330046 -IT
08/11/2025	882604	Zayo Group	Phone System	\$ 676.23	Main Bill New Account # 330046 -misapplied payment
08/11/2025	882604	Zayo Group	Public Safety	\$ 65.00	CPC line 247-8592

City Council Regular

Date: 09/08/2025
Title: Payment of Claims for week of August 18th, 2025
Presented by: Erin Watterud
Department: Finance
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

Staff recommends Council approve the Payment of Claims

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

Claims in the amount of \$1,057,175.78 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 08182025

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882606	A & E Architects	Library	\$ 4,632.60	2415107 Design an annual report package
08/18/2025	882607	A-1 Landscaping & Nursery	Library	\$ 3,795.70	6403 July 2025 landscaping maintenance
08/18/2025	882619	AT & T Corp	Airport	\$ 831.20	Airport -
08/18/2025	882619	AT & T Corp	Building	\$ 574.14	Building Cell Phones
08/18/2025	882619	AT & T Corp	Building	\$ 43.10	Building Manager
08/18/2025	882619	AT & T Corp	Building	\$ 385.32	Building Surfaces
08/18/2025	882619	AT & T Corp	CDBG	\$ 136.18	Comm Dev
08/18/2025	882619	AT & T Corp	Court Grants	\$ 43.10	Muni Court DC
08/18/2025	882619	AT & T Corp	Engineering	\$ 244.10	Engineering Cell Phones and MiFi
08/18/2025	882619	AT & T Corp	Engineering	\$ 212.93	Engineering Tablets
08/18/2025	882619	AT & T Corp	Facilities	\$ 86.10	Facilities BOC
08/18/2025	882619	AT & T Corp	Facilities	\$ 43.20	Facilities BOC
08/18/2025	882619	AT & T Corp	Facilities	\$ 67.94	Facilities BOC/CH
08/18/2025	882619	AT & T Corp	Facilities	\$ 86.20	Facilities City Hall
08/18/2025	882619	AT & T Corp	Facilities	\$ 86.20	Facilities Managers
08/18/2025	882619	AT & T Corp	Fleet	\$ 86.20	FLEET
08/18/2025	882619	AT & T Corp	General	\$ 433.38	Code Enforcement
08/18/2025	882619	AT & T Corp	General	\$ 43.10	Finance Purchasing Agent
08/18/2025	882619	AT & T Corp	General	\$ 296.85	Legal Dept -Domestic Violence -
08/18/2025	882619	AT & T Corp	General	\$ -	Legal
08/18/2025	882619	AT & T Corp	IT Resources	\$ 116.22	IT Department -On call Phone -
08/18/2025	882619	AT & T Corp	Library	\$ 448.65	Library
08/18/2025	882619	AT & T Corp	Library	\$ 102.14	Library Out Reach
08/18/2025	882619	AT & T Corp	P.W. Admin	\$ -	PWBLKNP OFFICE -50/50
08/18/2025	882619	AT & T Corp	Park Dist 1	\$ 505.42	Parks Dept.
08/18/2025	882619	AT & T Corp	Park Dist 1	\$ 52.95	Parks Seasonal
08/18/2025	882619	AT & T Corp	Park Dist 1	\$ 545.35	Parks Tablets
08/18/2025	882619	AT & T Corp	Park Dist 1	\$ 233.15	PRPL - Recreation Division
08/18/2025	882619	AT & T Corp	Park Dist 1	\$ 43.10	PRPL - Recreation Division
08/18/2025	882619	AT & T Corp	Park Dist 1	\$ 217.97	REC Seasonal
08/18/2025	882619	AT & T Corp	Parking	\$ 336.32	Parking Phones and scanner
08/18/2025	882619	AT & T Corp	Parking	\$ 391.46	Parking Phones and scanner
08/18/2025	882619	AT & T Corp	PD Program	\$ 45.59	POLICE -DOM. VIOLENCE

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882619	AT & T Corp	Phone System	\$ 0.27	IT Department -On call Phone -
08/18/2025	882619	AT & T Corp	Phone System	\$ 65.02	IT iPads
08/18/2025	882619	AT & T Corp	Phone System	\$ 10.02	IT iPads
08/18/2025	882619	AT & T Corp	Phone System	\$ 46.54	TeleComm Manager Doug
08/18/2025	882619	AT & T Corp	Planning	\$ 46.54	PLANNING
08/18/2025	882619	AT & T Corp	Public Safety	\$ 271.05	Animal Control Cell Phones
08/18/2025	882619	AT & T Corp	Public Safety	\$ 208.86	Animal Control -MDT
08/18/2025	882619	AT & T Corp	Public Safety	\$ 104.43	Assistant chiefs
08/18/2025	882619	AT & T Corp	Public Safety	\$ 69.62	CCSIU Toughbook
08/18/2025	882619	AT & T Corp	Public Safety	\$ 319.35	Comm. Center 9-1-1 Cell and Surfaces
08/18/2025	882619	AT & T Corp	Public Safety	\$ 53.51	Comm. Center 9-1-1 Cell and Surfaces
08/18/2025	882619	AT & T Corp	Public Safety	\$ 34.51	Detective Chartier -Toughbook
08/18/2025	882619	AT & T Corp	Public Safety	\$ 401.49	FIRE CRADLEPOINT AND DRONES
08/18/2025	882619	AT & T Corp	Public Safety	\$ 113.03	FIRE CRADLEPOINT AND DRONES
08/18/2025	882619	AT & T Corp	Public Safety	\$ 1,368.10	Fire Department Cell Phones
08/18/2025	882619	AT & T Corp	Public Safety	\$ 320.98	FIRE EMS
08/18/2025	882619	AT & T Corp	Public Safety	\$ 172.41	Fire EMS Cell Phone
08/18/2025	882619	AT & T Corp	Public Safety	\$ 198.72	FIRE INSPECTIONS
08/18/2025	882619	AT & T Corp	Public Safety	\$ 256.47	Fire iPads
08/18/2025	882619	AT & T Corp	Public Safety	\$ 34.81	Fire iPads
08/18/2025	882619	AT & T Corp	Public Safety	\$ 190.08	Fire iPads
08/18/2025	882619	AT & T Corp	Public Safety	\$ 95.13	Fire iPads -on wrong account
08/18/2025	882619	AT & T Corp	Public Safety	\$ 696.20	Fire Station iPads
08/18/2025	882619	AT & T Corp	Public Safety	\$ 53.54	Fire Surface Pros -Voller and Hoppel
08/18/2025	882619	AT & T Corp	Public Safety	\$ -	Fire Training Laptops
08/18/2025	882619	AT & T Corp	Public Safety	\$ 382.91	MDT Fire
08/18/2025	882619	AT & T Corp	Public Safety	\$ 72.73	POLICE CRADLEPOINT
08/18/2025	882619	AT & T Corp	Public Safety	\$ 144.17	POLICE CSO
08/18/2025	882619	AT & T Corp	Public Safety	\$ 4,188.94	Police Department Cell Phone
08/18/2025	882619	AT & T Corp	Public Safety	\$ (441.15)	Police Department Cell Phone
08/18/2025	882619	AT & T Corp	Public Safety	\$ 46.54	Police -Drone
08/18/2025	882619	AT & T Corp	Public Safety	\$ 34.81	POLICE -ICAC
08/18/2025	882619	AT & T Corp	Public Safety	\$ 4,032.83	Police MDT Toughbooks and Loaner MDT's

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882619	AT & T Corp	Public Safety	\$ 174.05	Police MDT Toughbooks and Loaner MDT's
08/18/2025	882619	AT & T Corp	Public Safety	\$ 441.15	Police MDT Toughbooks and Loaner MDT's
08/18/2025	882619	AT & T Corp	Public Safety	\$ 249.89	Yellowstone Co Cell Charges -Three cradlepoints
08/18/2025	882619	AT & T Corp	Solid Waste	\$ 407.72	SOLID WASTE Cell and iPads
08/18/2025	882619	AT & T Corp	Solid Waste	\$ 155.07	SOLID WASTE Cell and iPads
08/18/2025	882619	AT & T Corp	Solid Waste	\$ 34.81	SOLID WASTE CRADLE POINT
08/18/2025	882619	AT & T Corp	Street/Traffic	\$ 55.35	School Flashers
08/18/2025	882619	AT & T Corp	Street/Traffic	\$ 614.66	Street Traffic iPads
08/18/2025	882619	AT & T Corp	Transit	\$ 46.54	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 46.54	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 21.55	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 46.54	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 27.92	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 46.54	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 6.95	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 45.26	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 27.09	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 21.55	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 46.54	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 45.10	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 18.62	MET
08/18/2025	882619	AT & T Corp	Transit	\$ 306.46	MET Transit Tablets
08/18/2025	882619	AT & T Corp	Transit	\$ 591.70	MET Transit Tablets
08/18/2025	882619	AT & T Corp	Wastewater	\$ 172.40	PW Environmental
08/18/2025	882619	AT & T Corp	Wastewater	\$ 302.03	PWBELKNAP-DIST COLL CELL PHONES 50/50
08/18/2025	882619	AT & T Corp	Wastewater	\$ 451.97	PWBLKNP Electricians -Phones
08/18/2025	882619	AT & T Corp	Wastewater	\$ 15.13	PWBLKNP STORES -75/25
08/18/2025	882619	AT & T Corp	Wastewater	\$ 972.40	Wastewater Treatment Plant and iPads
08/18/2025	882619	AT & T Corp	Wastewater	\$ 124.20	Wastewater Treatment Plant and iPads
08/18/2025	882619	AT & T Corp	Wastewater	\$ 319.36	PW-Distribution Collection Tablets 50/50
08/18/2025	882619	AT & T Corp	Wastewater	\$ 69.62	PW-Environmental
08/18/2025	882619	AT & T Corp	Water	\$ 302.02	PWBELKNAP-DIST COLL CELL PHONES 50/50
08/18/2025	882619	AT & T Corp	Water	\$ 982.01	PWBELKNAP-WT Water Treatment

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882619	AT & T Corp	Water	\$ 410.90	PWBLKNP COMM-METER CityWorks/Neptune
08/18/2025	882619	AT & T Corp	Water	\$ 393.83	PWBLKNP MTRSHOP CELL PHONE AND IPADS
08/18/2025	882619	AT & T Corp	Water	\$ 294.79	PWBLKNP MTRSHOP CELL PHONE AND IPADS
08/18/2025	882619	AT & T Corp	Water	\$ 45.41	PWBLKNP STORES -75/25
08/18/2025	882619	AT & T Corp	Water	\$ 319.36	PW-Distribution Collection Tablets 50/50
08/12/2025	882605	BAR 10	Rose Pool Const	\$ 28,900.00	centennial dog park sidewalk - 0000027
08/18/2025	882624	Billings Clinic	Public Safety	\$ 10,249.00	561019790, 560714367, 563136073, 562787559
08/18/2025	882625	Billings Tourism	Tourism BID #2	\$ 32,846.01	Paid July Distributed August, 2025
08/18/2025	882629	Capehon Development	Parking	\$ 13,726.25	2_August Parking Lease and Utilities
08/18/2025	882637	Chicago Title Insurance	CDBG	\$ 10,000.00	FTHB - 413 S. 32nd St
08/18/2025	882639	Colstrip Electric	Park Dist 1	\$ 3,848.36	Optimist pump house repairs - 44115
08/18/2025	882643	Cy-Corp	Capital Replace	\$ 9,725.00	replacement trailer for 1634 ERP - 25-4351
08/18/2025	882645	Dakota Supply Group	Water	\$ 189.10	1" STIFFENERS - CTS PE INSERTS SS P/N: 6133T1
08/18/2025	882645	Dakota Supply Group	Water	\$ 148.06	1" X 100' POLY PIPE - SDR9 CTS 250# P/N: SDR91100
08/18/2025	882645	Dakota Supply Group	Water	\$ 9,200.00	24" SOVAL BFV P/N: 428605
08/18/2025	882645	Dakota Supply Group	Water	\$ 350.00	3/4" EXTENDED CURB VALVE - 10" EXTENSION
08/18/2025	882645	Dakota Supply Group	Water	\$ 966.51	3/4" EXTENDED CURB VALVE - 10" EXTENSION
08/18/2025	882645	Dakota Supply Group	Water	\$ 3,241.26	3/4" METER LOOPS AKA YOKE - (7433MM33471)
08/18/2025	882645	Dakota Supply Group	Water	\$ 572.00	6" GRIP RING ACCESSORY PACK P/N: 879725
08/18/2025	882645	Dakota Supply Group	Water	\$ 126.11	6" PV-LOK CLAMP RESTRAINT P/N: 368797
08/18/2025	882645	Dakota Supply Group	Water	\$ 1,690.00	8" GRIP RING ACC PAK-ROMAC P/N: 403517
08/18/2025	882645	Dakota Supply Group	Water	\$ 3,787.69	8" MJ GATE VALVE P/N: 24509
08/18/2025	882645	Dakota Supply Group	Water	\$ 400.56	8" PV- LOK CLAMP RESTRAINT P/N: 368800
08/18/2025	882645	Dakota Supply Group	Water	\$ 1,556.46	8" X 15" CI-FC REPAIR CLAMP - F1-939 X 15-SH
08/18/2025	882647	Dell Computer L P	General	\$ 4,523.44	Qty,3 Dell Pro Max T2 & qty. 2 -24" monitors -Legal
08/18/2025	882647	Dell Computer L P	Public Safety	\$ 3,531.00	Qty. 2 Dell Pro Max T2, sound bars -Police
08/18/2025	882648	Denny Menholt Chevrolet	Building	\$ 141.98	NONE; KEY FOB PROGRAM
08/18/2025	882648	Denny Menholt Chevrolet	Fleet	\$ 51.86	298867
08/18/2025	882648	Denny Menholt Chevrolet	Fleet	\$ 23.50	298867
08/18/2025	882648	Denny Menholt Chevrolet	Fleet	\$ 308.11	298867
08/18/2025	882648	Denny Menholt Chevrolet	Fleet	\$ 61.99	298867
08/18/2025	882648	Denny Menholt Chevrolet	Fleet	\$ 25.65	298867
08/18/2025	882648	Denny Menholt Chevrolet	Property Ins	\$ 6,808.10	Repairs to BPD Car 1470 damaged in the hailstorm

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08/18/2025	882651	Downtown Billings BID	Downtown BID	\$ 3,760.02	BID Assessments: Paid July Distributed August, 25
08/18/2025	882652	Downtown Billings Partnership	Tax Incrmnt N27	\$ 3,000.00	Signage Program through DBA - FY 25 SK Security
08/18/2025	882652	Downtown Billings Partnership	Tax Incrmnt N27	\$ 1,030.50	Signage Program through DBA - FY 25 Wicked Bull
08/18/2025	ACH	Eldorado National CA	Transit	\$ 3,000.00	90881673 DEF tank w/ head (10 gal.)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 88.98	90881673 shipping- DEF tank
08/18/2025	ACH	Eldorado National CA	Transit	\$ 1,224.75	90881674 shipping (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 101.22	body parts- glass- corner (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 2,261.28	cap front- 2 pc windshield (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 1,755.32	90881674 dash top (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 36.60	90881674 lock gasket (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 274.94	90881674 pivot plate (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 743.16	90881674 windshield c/s (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 482.39	90881674 windshield gasket (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 743.16	90881674 windshield r/s (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 132.43	90881674 wiper arm (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 332.98	gasket- bus accident (1826, WO: 2025-1040)
08/18/2025	ACH	Eldorado National CA	Transit	\$ 38.21	90881852 shipping
08/18/2025	ACH	Eldorado National CA	Transit	\$ 255.49	90881867 shipping
08/18/2025	ACH	Eldorado National CA	Transit	\$ 3,391.92	90881867 window- fixed (43x54.5)
08/18/2025	882655	Environmental Resource	Water	\$ 2,658.50	annual proficiency testing
08/18/2025	882658	Ferguson Enterprises	Water	\$ 1,202.88	5-1/4" MAIN VALVE RUBBER - 190354 REVERS
08/18/2025	882658	Ferguson Enterprises	Water	\$ 1,144.86	DRAIN VALVE - UPPER VALVE PLAT P/N: MA36
08/18/2025	882658	Ferguson Enterprises	Water	\$ 1,609.96	PIPE BURSTING - 8" PUSH-ON VALVE
08/18/2025	882659	Fisher Sand & Gravel	Street/Traffic	\$ 261.12	asphalt
08/18/2025	882659	Fisher Sand & Gravel	Street/Traffic	\$ 318.72	asphalt
08/18/2025	882659	Fisher Sand & Gravel	Street/Traffic	\$ 2,577.28	asphalt
08/18/2025	882659	Fisher Sand & Gravel	Street/Traffic	\$ 2,726.40	asphalt
08/18/2025	882659	Fisher Sand & Gravel	Street/Traffic	\$ 3,623.04	asphalt
08/18/2025	882659	Fisher Sand & Gravel	Street/Traffic	\$ 6,428.80	asphalt
08/18/2025	882659	Fisher Sand & Gravel	Street/Traffic	\$ 537.21	Chips Lake Elmo
08/18/2025	882666	Hawkins	Park Dist 1	\$ 5,649.24	chlorine for pools - 7157262
08/18/2025	882667	High Point Networks	Airport	\$ 2,034.00	Invoice #276610. Monthly WIFI Management Fees
08/18/2025	882667	High Point Networks	IT Resources	\$ 4,625.00	Aruba Central 3 year licenses (25)

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08/18/2025	882667	High Point Networks	Library	\$ 294.00	276598 Firewall monthly service
08/18/2025	882668	Hose & Rubber Supply	Fleet	\$ 3.38	2093949
08/18/2025	882668	Hose & Rubber Supply	Fleet	\$ 6.76	2093959
08/18/2025	882668	Hose & Rubber Supply	Solid Waste	\$ 19.96	Supplies
08/18/2025	882668	Hose & Rubber Supply	Solid Waste	\$ 296.59	supplies
08/18/2025	882668	Hose & Rubber Supply	Street/Traffic	\$ 12.72	STEEL MALE JIC X MALE BOSS 90
08/18/2025	882668	Hose & Rubber Supply	Wastewater	\$ 115.00	2-1/2" WET/DRY HOSE, 2" INDUSTRIAL BAND
08/18/2025	882668	Hose & Rubber Supply	Wastewater	\$ 112.12	GATES HYDRAULIC HOSE, SPIRAL WRAP
08/18/2025	882668	Hose & Rubber Supply	Water	\$ 900.00	1" X 10' HYDRAULIC HOSE WITH MALE X FEMALE PIPE
08/18/2025	882668	Hose & Rubber Supply	Water	\$ 900.00	1" X 10' HYDRAULIC HOSE WITH MALE X FEMALE PIPE
08/18/2025	882668	Hose & Rubber Supply	Water	\$ 2,540.00	1" X 800' SEWER HOSE W/MALE FITTING - 2500 PSI
08/18/2025	882668	Hose & Rubber Supply	Water	\$ 115.00	2-1/2" WET/DRY HOSE, 2" INDUSTRIAL BAND
08/18/2025	882668	Hose & Rubber Supply	Water	\$ 112.13	GATES HYDRAULIC HOSE, SPIRAL WRAP
08/18/2025	882671	Ingram Library	Library	\$ 0.10	89230248
08/18/2025	882671	Ingram Library	Library	\$ 29.47	89230248
08/18/2025	882671	Ingram Library	Library	\$ 2.90	89230249
08/18/2025	882671	Ingram Library	Library	\$ 174.79	89230249
08/18/2025	882671	Ingram Library	Library	\$ 209.08	89230249
08/18/2025	882671	Ingram Library	Library	\$ 19.33	89230249
08/18/2025	882671	Ingram Library	Library	\$ 41.79	89230249
08/18/2025	882671	Ingram Library	Library	\$ 381.04	89230250
08/18/2025	882671	Ingram Library	Library	\$ 426.00	89230250
08/18/2025	882671	Ingram Library	Library	\$ 16.79	89230250
08/18/2025	882671	Ingram Library	Library	\$ 1.43	8924162
08/18/2025	882671	Ingram Library	Library	\$ 107.90	8924162
08/18/2025	882671	Ingram Library	Library	\$ 1.57	89241620
08/18/2025	882671	Ingram Library	Library	\$ 127.01	89241620
08/18/2025	882671	Ingram Library	Library	\$ 35.37	89311236
08/18/2025	882671	Ingram Library	Library	\$ 32.05	89311236
08/18/2025	882671	Ingram Library	Library	\$ 0.06	89342315
08/18/2025	882671	Ingram Library	Library	\$ 13.79	89342315
08/18/2025	882671	Ingram Library	Library	\$ 2.94	89342316
08/18/2025	882671	Ingram Library	Library	\$ 17.70	89342316

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882671	Ingram Library	Library	\$ 123.63	89342316
08/18/2025	882671	Ingram Library	Library	\$ 120.53	89342316
08/18/2025	882671	Ingram Library	Library	\$ 0.02	89349720
08/18/2025	882671	Ingram Library	Library	\$ 12.38	89349720
08/18/2025	882671	Ingram Library	Library	\$ 0.01	89349721
08/18/2025	882671	Ingram Library	Library	\$ 10.61	89349721
08/18/2025	882671	Ingram Library	Library	\$ 0.03	89349722
08/18/2025	882671	Ingram Library	Library	\$ 11.79	89349722
08/18/2025	882671	Ingram Library	Library	\$ 21.60	89349722
08/18/2025	882671	Ingram Library	Library	\$ 0.12	89349723
08/18/2025	882671	Ingram Library	Library	\$ 79.81	89349723
08/18/2025	882671	Ingram Library	Library	\$ 38.92	89349723
08/18/2025	882671	Ingram Library	Library	\$ 5.84	89349723
08/18/2025	882671	Ingram Library	Library	\$ 2.82	89349724
08/18/2025	882671	Ingram Library	Library	\$ 508.64	89349724
08/18/2025	882671	Ingram Library	Library	\$ 395.99	89349724
08/18/2025	882671	Ingram Library	Library	\$ 165.58	89349724
08/18/2025	882671	Ingram Library	Library	\$ 1,787.88	89349724
08/18/2025	882671	Ingram Library	Library	\$ 0.11	89372028
08/18/2025	882671	Ingram Library	Library	\$ 9.44	89372028
08/18/2025	882671	Ingram Library	Library	\$ 1.34	89372029
08/18/2025	882671	Ingram Library	Library	\$ 56.40	89372029
08/18/2025	882671	Ingram Library	Library	\$ 1.20	89372030
08/18/2025	882671	Ingram Library	Library	\$ 17.10	89372030
08/18/2025	882671	Ingram Library	Library	\$ 28.80	89372030
08/18/2025	882671	Ingram Library	Library	\$ 0.35	89372031
08/18/2025	882671	Ingram Library	Library	\$ 16.52	89372031
08/18/2025	882671	Ingram Library	Library	\$ 0.88	89372032
08/18/2025	882671	Ingram Library	Library	\$ 8.44	89372032
08/18/2025	882671	Ingram Library	Library	\$ 14.75	89372032
08/18/2025	882671	Ingram Library	Library	\$ 2.12	89372033
08/18/2025	882671	Ingram Library	Library	\$ 17.69	89372033
08/18/2025	882671	Ingram Library	Library	\$ 10.80	89372033

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882671	Ingram Library	Library	\$ 24.79	89372033
08/18/2025	882671	Ingram Library	Library	\$ 386.16	89374264
08/18/2025	882671	Ingram Library	Library	\$ 0.10	89417488
08/18/2025	882671	Ingram Library	Library	\$ 42.48	89417488
08/18/2025	882671	Ingram Library	Library	\$ 11.97	89417488
08/18/2025	882671	Ingram Library	Library	\$ 5.19	89417488
08/18/2025	882671	Ingram Library	Library	\$ 0.04	89417489
08/18/2025	882671	Ingram Library	Library	\$ 17.11	89417489
08/18/2025	882671	Ingram Library	Library	\$ 11.20	89417489
08/18/2025	882671	Ingram Library	Library	\$ 2.86	89417490
08/18/2025	882671	Ingram Library	Library	\$ 65.50	89417490
08/18/2025	882671	Ingram Library	Library	\$ 648.51	89417490
08/18/2025	882671	Ingram Library	Library	\$ 996.02	89417490
08/18/2025	882671	Ingram Library	Library	\$ 0.13	89438907
08/18/2025	882671	Ingram Library	Library	\$ 6.49	89438907
08/18/2025	882671	Ingram Library	Library	\$ 0.29	89438908
08/18/2025	882671	Ingram Library	Library	\$ 19.46	89438908
08/18/2025	882671	Ingram Library	Library	\$ 2.58	89438909
08/18/2025	882671	Ingram Library	Library	\$ 42.19	89438909
08/18/2025	882671	Ingram Library	Library	\$ 19.18	89438909
08/18/2025	882671	Ingram Library	Library	\$ 74.04	89438909
08/18/2025	882671	Ingram Library	Library	\$ 89.31	89438910
08/18/2025	882671	Ingram Library	Library	\$ 105.53	89438910
08/18/2025	882671	Ingram Library	Library	\$ 1,200.00	89473506 OBB
08/18/2025	882671	Ingram Library	Library	\$ 0.96	89502794
08/18/2025	882671	Ingram Library	Library	\$ 53.09	89502794
08/18/2025	882671	Ingram Library	Library	\$ 24.96	89502794
08/18/2025	882671	Ingram Library	Library	\$ 0.82	89502795
08/18/2025	882671	Ingram Library	Library	\$ 81.59	89502795
08/18/2025	882671	Ingram Library	Library	\$ 0.75	89502796
08/18/2025	882671	Ingram Library	Library	\$ 27.29	89502796
08/18/2025	882671	Ingram Library	Library	\$ 52.49	89502796
08/18/2025	882671	Ingram Library	Library	\$ 0.41	89502797

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882671	Ingram Library	Library	\$ 28.79	89502797
08/18/2025	882671	Ingram Library	Library	\$ 0.06	89502798
08/18/2025	882671	Ingram Library	Library	\$ 5.84	89502798
08/18/2025	882671	Ingram Library	Library	\$ 0.98	89502799
08/18/2025	882671	Ingram Library	Library	\$ 18.28	89502799
08/18/2025	882671	Ingram Library	Library	\$ 0.51	89502800
08/18/2025	882671	Ingram Library	Library	\$ 10.79	89502800
08/18/2025	882671	Ingram Library	Library	\$ 1.51	89502801
08/18/2025	882671	Ingram Library	Library	\$ 17.10	89502801
08/18/2025	882671	Ingram Library	Library	\$ 16.52	89502801
08/18/2025	882672	Insight Public Sector	IT Resources	\$ 4,493.74	Qty. 2 Surface Pro 11, docks -Fire
08/18/2025	882672	Insight Public Sector	Public Safety	\$ 865.71	Qty. 2 Surface Pro cellular 10, docks -Office
08/18/2025	882674	Interstate Power Systems	Solid Waste	\$ 3,826.28	REAR MAIN SEAL
08/18/2025	ACH	Joe Johnson Equipment	Fleet	\$ 4,209.42	P03085
08/18/2025	ACH	Joe Johnson Equipment	Fleet	\$ (683.00)	P03088
08/18/2025	882680	Knife River	Water	\$ 3,873.67	CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD
08/18/2025	882680	Knife River	Water	\$ 4,373.30	CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD
08/18/2025	882680	Knife River	Water	\$ 6,279.06	CRUSHED GRAVEL 3/4"---1-1 - /2TON = 1 YARD
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 308.90	135990
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 771.29	135990
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 891.06	135990
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 513.32	135990
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 39.40	136050
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 224.46	136085
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 18.44	136092
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 18.44	136092
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 409.64	136092
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 4,389.89	136092
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 1,041.23	136092
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 18.44	136092
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 150.44	136114
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 41.72	136114
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 60.04	136133

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 650.25	136133
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 44.45	136148
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 669.50	136148
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 83.44	136148
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 203.14	136179
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ 665.08	136215
08/18/2025	ACH	Kois Brothers Equipment	Fleet	\$ (224.46)	9385
08/18/2025	ACH	Kois Brothers Equipment	Solid Waste	\$ 2,880.00	GRABBER ASSY
08/18/2025	882682	L P Anderson Tire Co	Public Safety	\$ 3,599.20	--; TIRE; TIRE
08/18/2025	882682	L P Anderson Tire Co	Street/Traffic	\$ 114.00	--; TIRE; TIRE
08/18/2025	882682	L P Anderson Tire Co	Street/Traffic	\$ 178.00	--; TIRE; TIRE
08/18/2025	882683	Langlas & Associates	Tax Incrmnt S	\$ 344,407.55	Pay App. #4 Amend Park Recreation Campus
08/18/2025	882688	Mckinstry	Stillwater Const	\$ 4,850.00	Indep third party commissioning services Stillwater
08/18/2025	882688	Mckinstry	Stillwater Const	\$ 1,700.00	Indep third party commissioning services Stillwater
08/18/2025	882690	Midland West Manufacturing	Park Dist 1	\$ 4,912.80	rear hitch mod to city forester dump bed truck
08/18/2025	882691	Midwest Tape	Library	\$ 603.31	507465785
08/18/2025	882691	Midwest Tape	Library	\$ 74.20	507465785
08/18/2025	882691	Midwest Tape	Library	\$ 11.24	507465787
08/18/2025	882691	Midwest Tape	Library	\$ 67.47	507465788
08/18/2025	882691	Midwest Tape	Library	\$ 78.39	507498486
08/18/2025	882691	Midwest Tape	Library	\$ 333.61	507498486
08/18/2025	882691	Midwest Tape	Library	\$ 119.20	507498488
08/18/2025	882691	Midwest Tape	Library	\$ 31.48	507498488
08/18/2025	882691	Midwest Tape	Library	\$ 7,808.81	507537891 Hoopla
08/18/2025	882692	Montana Conservation Corps	Park Dist 1	\$ 23,333.00	forestry corpsmembers 25T9004S-01 #2 & 3
08/18/2025	882693	MT First Responder Psychological Svcs	Public Safety	\$ 4,300.00	online public safety eval training peer support train
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 233.11	119827BLX1
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 40.00	119827BLX1
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 599.84	119899BL
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 556.49	119982BL
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 532.14	120091BL
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 151.23	120903BL
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 188.76	120903BL

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 113.52	120903BL
08/18/2025	882694	Montana Peterbilt	Fleet	\$ 338.65	120903BL
08/18/2025	882696	MT Dept of Revenue-CGR2	Library	\$ 1,144.90	Library - Verkada Camera System
08/18/2025	882696	MT Dept of Revenue-CGR2	Tax Incrmnt S	\$ 3,478.86	Pay App #4 Amend Park Recreation Campus
08/18/2025	882702	NorthWestern Energy	Library	\$ 12,210.94	3039007-4 Library electricity August 2025
08/18/2025	882702	NorthWestern Energy	Water	\$ 1,063.03	WO 19-12 4519 Hesper Rd...Temp Service
08/18/2025	882703	NS Corporation	Airport	\$ 4,768.08	Repairs to CW#2 Caused by Enterprise
08/18/2025	882704	OCLC	Library	\$ 12,681.78	1000457875 Annual 7/25 - 6/26
08/18/2025	882706	Peacock Cleaning	Transit	\$ 2,800.00	6844 August Bus Cleaning
08/18/2025	882709	Pine Cove Consulting	Library	\$ 113,344.82	Library - Verkada Camera System
08/18/2025	882711	Pride of Montana	Facilities	\$ 16,555.00	July 25 Monthly Cleaning of the Stillwater Building
08/18/2025	882713	Public Utilities	Airport	\$ 62.85	3059379-Corp Air/Alpine
08/18/2025	882713	Public Utilities	Airport	\$ 181.25	3059382-US Postal Service Gate 15
08/18/2025	882713	Public Utilities	Airport	\$ 118.12	3059383-Marchi Office
08/18/2025	882713	Public Utilities	Airport	\$ 224.50	3070894-Edwards Jet Center 1691 Aviation Place
08/18/2025	882713	Public Utilities	Airport	\$ 152.68	3070895-MT State Lands DEQ/DNRC
08/18/2025	882713	Public Utilities	Airport	\$ 126.60	3082456-Zone Dispatch-IP6 & IP7
08/18/2025	882713	Public Utilities	Airport	\$ 165.54	3082459-Rocky Mountain College-EJC
08/18/2025	882713	Public Utilities	Airport	\$ 153.50	3082460-Marchi Hangar
08/18/2025	882713	Public Utilities	Airport	\$ 95.01	3082461-TSA
08/18/2025	882713	Public Utilities	Airport	\$ 90.65	3094193-Alpine Air-Maintenance
08/18/2025	882713	Public Utilities	Airport	\$ 121.71	3094194-West End T-Hangars
08/18/2025	882713	Public Utilities	Airport	\$ 399.44	3094195-Airfield Maintenance Compactor
08/18/2025	882713	Public Utilities	Airport	\$ 135.30	3094196-Edwards Jet Center 1871 Aviation Place
08/18/2025	882713	Public Utilities	Airport	\$ 121.68	3094197-Aertronics
08/18/2025	882713	Public Utilities	Airport	\$ 236.02	3094198-Billings Fire Center-BLM
08/18/2025	882713	Public Utilities	Airport	\$ 281.66	3105643-QTA
08/18/2025	882713	Public Utilities	Airport	\$ 128.93	3105644-Executive Hangars
08/18/2025	882713	Public Utilities	Airport	\$ 9.21	3105644-Executive Hangars USDA APHIS
08/18/2025	882713	Public Utilities	Airport	\$ 362.56	3105645-UPS Gate 21
08/18/2025	882713	Public Utilities	Airport	\$ 126.60	3116871-Beacon/Patton Aviation
08/18/2025	ACH	RDO Equipment	Solid Waste	\$ 2,549.83	AIR FILTER, FILTER ELEMENT
08/18/2025	ACH	RDO Equipment	Solid Waste	\$ 763.44	COMPRESSOR, RECEIVER, O-RING

Check Date	Check #	Name	Fund Name	Amount	Item Desc
08/18/2025	ACH	RDO Equipment	Solid Waste	\$ 187.22	CONTROL HANDLE
08/18/2025	ACH	RDO Equipment	Solid Waste	\$ 1,368.40	REPAIR AC AND JOYSTICK
08/18/2025	ACH	RDO Equipment	Solid Waste	\$ 187.24	spring for sweeper attachment
08/18/2025	ACH	RDO Equipment	Wastewater	\$ 2,805.00	DIAGNOSE TRANSMISSION, R&R RECONDITION
08/18/2025	ACH	RDO Equipment	Wastewater	\$ 62.29	OIL FILTER, FITTINGS
08/18/2025	ACH	RDO Equipment	Water	\$ 2,805.00	DIAGNOSE TRANSMISSION, R&R RECONDITION
08/18/2025	ACH	RDO Equipment	Water	\$ 62.30	OIL FILTER, FITTINGS
08/18/2025	882723	SIGNAL 88 FRANCHISE GROUP	Library	\$ 18,888.28	US_63164 Security Guard Service July 2025
08/18/2025	ACH	TeleData Technologies	IT Resources	\$ (875.00)	Discount for paying in full 5% 6200-19110-403450
08/18/2025	ACH	TeleData Technologies	IT Resources	\$ 17,500.00	Service Maintenance Agreement for AV in CH 1 year
08/18/2025	882737	Terracon Consultants	Tax Incrmnt S	\$ 3,020.00	Amend Pk - Materials Testing and Special Inspect
08/18/2025	882738	Tetra Tech	Solid Waste	\$ 10,078.25	surface emission and groundwater monitoring
08/18/2025	882739	Thomas Scientific Holdings	Wastewater	\$ 11,104.84	lab dishwasher replacement
08/18/2025	ACH	Town & Country Supply	Airport	\$ 24,201.42	Invoice #448644. QTA Car Rental Fuel
08/18/2025	ACH	Town & Country Supply	Fleet	\$ 5,352.03	450008
08/18/2025	ACH	Town & Country Supply	Fleet	\$ 7,068.87	450008
08/18/2025	ACH	Town & Country Supply	Fleet	\$ 2.80	450008
08/18/2025	ACH	Town & Country Supply	Fleet	\$ 11,689.63	450008
08/18/2025	ACH	Town & Country Supply	Fleet	\$ 5,377.56	450008
08/18/2025	ACH	Town & Country Supply	Solid Waste	\$ 19,879.30	448426
08/18/2025	ACH	Town & Country Supply	Transit	\$ 16,941.60	448445 diesel fuel (6000 Gal.)
08/18/2025	ACH	Town & Country Supply	Transit	\$ 5,107.30	450102 unleaded fuel (1829 Gal.)
08/18/2025	ACH	Town & Country Supply	Water	\$ 10,664.14	DIESEL FOR BELKNNAP
08/18/2025	882743	TriTech Software Systems	Public Safety	\$ 3,208.94	444021, crime mapping subscription
08/18/2025	882745	Uniforms2gear	Public Safety	\$ 78.35	2025071018, class B pants
08/18/2025	882745	Uniforms2gear	Public Safety	\$ 1,096.90	2025071036, class B pants
08/18/2025	882745	Uniforms2gear	Public Safety	\$ 649.90	2025071232, fleece pullovers
08/18/2025	882745	Uniforms2gear	Public Safety	\$ 2,469.70	2025071234, jackets
08/18/2025	882745	Uniforms2gear	Public Safety	\$ 929.25	2025080134, gloves
08/18/2025	882750	Vemco	Library	\$ 3,113.00	426167 Boiler maintenance kits

City Council Regular

Date: 09/08/2025
Title: Public Hearing and Resolution Setting Annual Light District Assessments for FY26
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 adopting the annual Special Improvement Lighting Maintenance District (SILMD) assessments for FY26.

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

Montana Code Annotated, Section 7-12-4332, requires that the City Council annually adopt a resolution to assess the costs for each Special Improvement Lighting Maintenance District (SILMD) on or before the first Monday in October each year. The amount assessed is based on anticipated utility rates, estimated maintenance costs and administrative fees, as well as the reserve requirements needed for each district. The attached resolution specifies the proposed SILMD assessments for FY26.

ALTERNATIVES

City Council may:

- Approve the resolution assessing annual light districts; or,
- Not approve the resolution. If Council does not approve the resolution, Council will need to approve the resolution at the September 22, 2025, Council meeting to be in compliance with State statutes.

FISCAL EFFECTS

SILMD assessments for FY26 will generate approximately \$2,928,355 in revenues, which is the amount calculated to recover the estimated costs of electricity, maintenance and administration fees, and to maintain an adequate cash balance in each light district fund. The SILMD assessment will increase for 79 light districts, decrease for 77 light districts, and remain unchanged for 41 light districts. The overall increase for existing light districts in FY2026 compared to FY2025 is \$177,640 or 6.5%.

Attachments

FY26 SILMD Assessment Resolution
Presentation

RESOLUTION 25 - _____

**A RESOLUTION LEVYING AND ASSESSING PROPERTY IN
SPECIAL IMPROVEMENT LIGHTING MAINTENANCE
DISTRICTS OF THE CITY OF BILLINGS, PROVIDING FOR
NOTICE, HEARING AND ADOPTION.**

WHEREAS, certain lighting maintenance districts have been created within the City of Billings; and

WHEREAS, Title 7, Chapter 12, Part 43, Montana Code Annotated (MCA) provides for assessing the costs of maintaining lights and furnishing electrical current annually within these lighting maintenance districts; and

WHEREAS, §7-12-4332, MCA. provides that the City shall pass a resolution levying and assessing maintenance costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. DISTRICTS AND ASSESSMENTS. The lighting maintenance districts and assessments shall pay one hundred percent (100%) of all the costs of maintenance and lighting are hereby levied and assessed as listed on EXHIBIT "A" attached hereto, and by this reference, said exhibit is made a part hereof.
2. PERIOD OF ASSESSMENT. That said assessments shall pay costs for the fiscal year 2026 (July 1, 2025, through June 30, 2026).
3. DISPOSITION OF COLLECTIONS. That the assessments as collected shall be placed in the respective lighting maintenance funds and shall be used to pay the costs of maintenance and lighting as provided by law.
4. NOTICE OF HEARING. On Monday, September 8, 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.
5. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana,
on the 8th day of September 2025.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

Exhibit A

District Number	FY 26 Assessment
8	\$6,600
9	\$5,600
10	\$18,500
13	\$270,000
14	\$120,000
17	\$19,000
95	\$14,500
97	\$135,000
99	\$17,000
100	\$30,000
107	\$27,000
109	\$68,000
113	\$9,200
114	\$14,500
115	\$3,400
116	\$8,900
117	\$51,000
118	\$3,300
119	\$2,100
121	\$38,000
122	\$2,900
123	\$5,000
124	\$15,000
125	\$6,000
126	\$2,950
127	\$10,800
128	\$7,500
129	\$5,100
130	\$1,850
131	\$13,200
133	\$3,500
134	\$8,000
135	\$7,900
136	\$7,200
137	\$6,500
138	\$11,200
139	\$3,800
143	\$8,900
144	\$420
145	\$7,200
146	\$5,500

147	\$6,700
149	\$38,000
150	\$11,500
151	\$9,700
152	\$67,000
153	\$8,300
154	\$19,000
155	\$7,650
157	\$14,100
158	\$12,300
159	\$14,500
160	\$11,100
161	\$16,100
162	\$840
163	\$21,500
164	\$5,750
165	\$13,600
167	\$3,650
171	\$8,700
172	\$8,000
173	\$18,200
174	\$15,200
175	\$5,000
176	\$600
178	\$4,000
179	\$7,950
180	\$5,400
181	\$26,000
182	\$9,100
183	\$17,800
184	\$5,750
185	\$2,150
186	\$20,000
187	\$3,600
188	\$4,300
189	\$3,600
190	\$18,800
191	\$6,400
192	\$4,650
193	\$11,500
194	\$9,500
195	\$6,700
196	\$3,300
197	\$3,500
198	\$1,800

200	\$3,700
201	\$7,500
202	\$18,500
203	\$970
204	\$13,800
205	\$480
206	\$5,000
207	\$5,800
209	\$8,300
210	\$4,000
211	\$2,500
212	\$2,200
213	\$0
214	\$5,500
216	\$2,150
217	\$9,500
220	\$8,500
221	\$115
222	\$2,700
223	\$5,400
224	\$22,000
225	\$11,500
226	\$5,400
227	\$15,000
228	\$12,300
229	\$6,300
230	\$14,800
231	\$8,800
232	\$39,000
233	\$34,000
234	\$12,000
235	\$12,700
236	\$4,500
237	\$6,000
238	\$250
239	\$1,450
240	\$16,600
241	\$8,750
242	\$1,290
244	\$1,700
245	\$1,090
246	\$5,100
247	\$13,900
249	\$42,500
250	\$7,000

251	\$60,000
252	\$8,500
253	\$27,000
254	\$5,500
255	\$5,800
257	\$24,000
258	\$42,000
259	\$46,000
261	\$7,650
262	\$48,200
263	\$28,000
264	\$6,200
265	\$5,550
266	\$1,620
270	\$14,000
271	\$14,500
272	\$43,400
273	\$3,200
276	\$12,000
277	\$12,900
278	\$6,500
279	\$930
280	\$15,000
283	\$14,500
285	\$4,950
286	\$3,800
288	\$28,000
289	\$6,700
290	\$3,450
292	\$9,400
293	\$3,650
294	\$7,300
295	\$1,720
296	\$19,500
297	\$3,300
298	\$2,900
299	\$5,100
300	\$6,280
301	\$77,000
302	\$7,300
305	\$23,500
306	\$7,500
307	\$87,000
308	\$4,100
309	\$13,000

310	\$2,700
311	\$9,000
312	\$17,000
313	\$9,800
315	\$18,000
316	\$17,200
317	\$4,700
318	\$12,200
320	\$6,000
321	\$14,600
322	\$4,300
323	\$40,000
324	\$18,600
325	\$10,200
326	\$4,300
327	\$2,900
328	\$11,700
329	\$7,000
330	\$9,500
331	\$0
332	\$4,900
Total	\$2,928,355



Billings

PUBLIC
WORKS



Street Improvement Lighting Maintenance Districts (SILMDs)

Overview



- Assessments reviewed by Council annually
- Cover the costs of maintenance and electricity through assessments to properties within each district area
- 197 SILMDs
 - City-owned = 65
 - Owned by other entities = 123
 - Combination = 9

FY26 Assessments

- **Fiscal Year 2026 Assessments will generate \$2,928,355 in revenues.**
 - No change - 41 districts
 - Decrease - 77 districts
 - Increase - 79 districts
- **There is an overall increase in assessed fees of \$177,640 from FY2025.**

The Street and Traffic Division maintains 4,476 lights annually!



Decorative lighting in downtown.



Billings
PUBLIC
WORKS



THANK YOU

“Exceed expectations through innovation, integrity, and service to the community.”

City Council Regular

Date: 09/08/2025
Title: Public Hearing and Resolution Revising and Assessing Encroachment Rental Fees
Presented by: Jennifer Duray
Department: Public Works
Presentation: Yes
Legal Review: Yes
Project Number: N/A

RECOMMENDATION

Staff recommends Council conduct a public hearing and approve the resolution setting and assessing the fees for encroachment rentals for FY26.

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

The City imposes an annual rental fee for approved encroachments within the right-of-way. Encroachments can include structures like fences, restaurant patios, signs, and conduit. To ensure safety and accessibility, the City requires property owners to obtain an encroachment permit whenever they wish to use any part of the right-of-way. The Public Works Department processes and approves these permit applications with an associated permit fee to cover the administrative costs of processing the application. Once an encroachment is approved, annual assessments of the rental fee for the right-of-way begin and continue until the permit is revoked. Awnings and canopies in the Central Business District are not charged an annual rental fee in accordance with Resolution 86-15316.

From 1988 until FY21, the annual encroachment rental fee was set at \$1.00 per square foot of the encroachment area. However, in FY21, Council adopted new fees and methodology. The current methodology is a tier structure consisting of two tiers. Tier 1 encroachments have minimal impact to the right-of-way and include awnings, overhanging signs, conduit, and other encroachments that minimally impact the accessibility of the right-of-way. Tier 1 encroachments are recommended to be \$2.32 per square foot in FY26, an increase of \$.11 per square foot. Tier 2 encroachments have a major impact to the right-of-way and cause the part of the right-of-way that is encroached on to be unusable. Some types of Tier 2 encroachments are restaurant patios on the sidewalk, fences, stairs, and sheds. The City began increasing Tier 2 fees in FY21, with a five-year plan to gradually increase the rates to 50% of the average assessed value of adjacent properties. Last year, the plan was extended by three years due to a higher-than-expected increase in assessed values. Staff proposes raising Tier 2 fees from \$6.45 to \$7.80 per square foot, a 21% increase, and recommends increasing the minimum fee from \$26.50 to \$28.00 per year to cover administrative costs. The additional revenue is intended to support right-of-way beautification efforts.

Included in the resolution is the list of property owners and assessments of the proposed FY26 encroachment rental fee amounts.

ALTERNATIVES

City Council may:

- Approve the Resolution to revise the encroachment rental fees; or,
- Approve an amended resolution to revise and assess the fees at another specified rate, or;
- Not approve the Resolution. If not approved, Council will need to approve a resolution at the September 22, 2025, Council meeting or no encroachment fees will be assessed for FY26.

FISCAL EFFECTS

The proposed FY26 encroachment rental fee will generate \$128,703.79 for FY26. This is an increase of \$18,584.61 over the FY25 revenues.

Attachments

FY26 Encroachment Fee Resolution
Presentation

RESOLUTION 25-_____

A RESOLUTION REVISING FEES TO BE CHARGED FOR ENCROACHMENT RENTALS AND LEVYING RELATED ANNUAL ASSESSMENTS TO BE PAID BY PERSONS, FIRMS, AND CORPORATIONS WHO ARE MAINTAINING THE ENCROACHMENTS ON, OVER, ACROSS, OR ABOVE THE STREETS, AVENUES, SIDEWALKS, OR ALLEYS OF THE CITY OF BILLINGS.

WHEREAS, Section 13-301, Billings, Montana City Code provides that every person that has or maintains any structure, encumbrance, obstruction, or encroachment in or upon or extending or projecting on, over, across, or above and within seven (7) feet of the grade of any public property, public street, avenue, sidewalk, or alley shall obtain an encroachment permit and shall pay an annual encroachment rental fee; and

WHEREAS, Section 13-302 Billings, Montana City Code provides that the City Council shall establish the amount of the annual encroachment rental fee to be paid to the City for each structure, encumbrance, obstruction or encroachment; and

WHEREAS, Section 13-303 Billings, Montana City Code provides that the City Council shall annually, by resolution, make a special assessment for such annual encroachment rental upon lots abutting on that part of the street, avenue, sidewalk, or alley upon which a structure, encumbrance, obstruction or encroachment is situated on the owner of such abutting lots; and

WHEREAS, the encroachment rental fees should reflect payment for encroachments based on the impact of the encroachment to the right-of-way; and

WHEREAS, the City Council has duly considered the matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. **ENCROACHMENT RENTAL FEES.** The City Administrator or his or her designee may determine in his or her discretion the boundaries of the encroachment area which may be larger than the physical dimensions of an item placed in the right-of-way. The encroachment rental fees to be charged by the City of Billings are hereby established as follows:
 - A. Tier 1 encroachments shall be determined by the Public Works Department as those encroachments that have minimal impact to the right-of-way, including, but not limited to awnings, hanging signs, landscaping, and conduit.
 - i. Annual rate per square foot of the encroachment area: \$2.32
 - ii. Annual rate per linear foot of the encroachment \$2.32
 - iii. Minimum annual fee per encroachment \$28.00

B. Tier 2 encroachments shall be determined by the Public Works Department as those encroachments that have a major impact to the right-of-way, making the encroached upon right-of-way unusable to the public. Tier 2 encroachments include, but are not limited to signs on the ground, fences, restaurant patios, and buildings/structures in the right-of-way.

- i. Annual rate per square foot of the encroachment area: \$7.80
- ii. Annual rate per linear foot of the encroachment \$7.80
- iii. Minimum annual fee per encroachment \$28.00

2. TERM OF FEES. The above fees shall continue in full force and effect until changed by the City Council by subsequent resolution.
3. ANNUAL ASSESSMENT FOR RENTAL. That for the purposes of collecting said rents for the fiscal year 2026 for said structures, encumbrances, obstructions, and encroachments on, over, across, or above the streets, avenues, alleys, and sidewalks of the City of Billings, there is hereby fixed, levied and assessed a special assessment upon the lots or parcels of land provided in the schedule attached, described as EXHIBIT "A" and by this reference made a part hereof.
4. DISPOSITION OF COLLECTIONS. All monies collected from said assessment shall be paid to the Public Works Engineering Fund of the City of Billings, Montana.
5. NOTICE OF HEARING. On Monday, September 8, 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 will hear objections to the adoption of this resolution. The City Clerk is hereby directed to publish notice thereof twice, at least five (5) days prior to the hearing, in the Yellowstone County News.
6. EFFECTIVE DATE. This resolution shall be effective upon adoption.

ADOPTED AND APPROVED by the City Council of the City of Billings, Montana, on the _____ day of _____, 2025.

CITY OF BILLINGS

By: _____
William A. Cole, Mayor

ATTEST:

By: _____
Denise R. Bohlman, City Clerk

EXHIBIT A

TAX CODE	PROPERTY OWNER	AMOUNT
A00028	N2 Incorporation A Montana Corporation	\$ 78.00
A00029	APEX Billings LLC	\$ 780.00
A00123	Trail Creek Properties LLC	\$ 390.00
A00139	Carroll Bros LLC	\$ 92.80
A00140	Shipton Supply Co Inc	\$ 185.60
A00143	Benson Realty Holdings LLC	\$ 46.40
A00146	Mcdonnell Family Irrevocable Trust	\$ 185.60
A00243	Blgs U S Employees Fed Cr Union	\$ 278.40
A00260	313 N Broadway LLC	\$ 2,425.80
A00262	City of Billings/In Care of: Fox Theatre Group (Alberta Bair)	\$ 208.80
A00264	Yellowstone County	\$ 290.00
A00349	Roman Catholic Bishop of Grt Falls	\$ 1,068.60
A00363	Cormier Properties LLC	\$ 3,900.00
A00364	Gray, Michael J	\$ 2,605.20
A00374	Lo, Chia Wei & Lin Lin	\$ 374.40
A00495	Carroll Bro's LLC	\$ 92.80
A00510	SKR Properties LLC	\$ 7,488.00
A00568	Ac Investments LLC	\$ 174.00
A00604	Mountrail Properties LLC	\$ 54.60
A00618	Clock Tower Inn, LLC	\$ 2,823.60
A00624	WFC I LLC	\$ 101.40
A00636	Robertson, Jeff & Donna	\$ 814.32
A00637	Acme Historic Hotel LLC	\$ 3,026.40
A00642A	City of Billings	\$ 518.08
A00642B	WSR LLC	\$ 1,968.25
A00642C	CJM LLC	\$ 25.27
A00644	Royer Property LLC	\$ 1,201.20
A00656	Swank Properties LLC	\$ 138.23
A00708	Marks, Steve	\$ 14.00
A00710	Marks, Steve	\$ 14.00
A00737	Rider, Theodore J & (Etal)	\$ 78.00
A00774	Neal C La Fever Trust &	\$ 13,416.00
A00776	Sturm & Drake Development LLC	\$ 847.00
A00778	Glacier Bank	\$ 1,396.64
A00781	Nelson, Bert A & Andrew	\$ 982.80
A00783	Neal C LaFever Trust &	\$ 842.40
A00796A	LCH Separate Property Revocable Trust	\$ 35.10
A00796B	LCH Separate Property Revocable Trust	\$ 24.73
A00796C	LCH Separate Property Revocable Trust	\$ 10.37
A00796D	LCH Separate Property Revocable Trust	\$ 18.64
A00796E	LCH Separate Property Revocable Trust	\$ 10.53
A00796F	LCH Separate Property Revocable Trust	\$ 19.97
A00796G	LCH Separate Property Revocable Trust	\$ 9.36
A00796H	LCH Separate Property Revocable Trust	\$ 5.38
A00796I	LCH Separate Property Revocable Trust	\$ 5.23
A00796J	LCH Separate Property Revocable Trust	\$ 5.46
A00796K	LCH Separate Property Revocable Trust	\$ 3.51
A00796L	LCH Separate Property Revocable Trust	\$ 4.91
A00796N	LCH Separate Property Revocable Trust	\$ 4.76
A00796O	LCH Separate Property Revocable Trust	\$ 5.38
A00796P	LCH Separate Property Revocable Trust	\$ 5.23

A00796Q	LCH Separate Property Revocable Trust	\$	5.46
A00796R	LCH Separate Property Revocable Trust	\$	3.51
A00796S	LCH Separate Property Revocable Trust	\$	4.91
A00796T	LCH Separate Property Revocable Trust	\$	4.76
A00804	Makenna Hotel Investments LLC	\$	1,014.00
A00806	Hotel Carlin Building LLC	\$	9,835.80
A00807	Tristar Communications II LLC	\$	413.40
A00817	Larson Family Properties LLC	\$	608.40
A00822	Nelson, Andrew B	\$	889.20
A00823	Eagle Hotel Building LLC	\$	195.00
A00832	D B Squared LLC	\$	4,738.50
A00833	Computers Unlimited	\$	3,447.60
A00838	2223 Montana LLC	\$	5,015.40
A00845	Bar A 7 LLC	\$	85.26
A00939	Dean Dairy Fluid LLC	\$	292.32
A00964	Roma Capital LLC	\$	92.80
A01010	Phillips 66 Company	\$	185.60
A01251	Conocophillips Company	\$	46.40
A01264	Interfaith Hospitality Network Yellowsto	\$	327.60
A01273	Plath, R Russell & Susan L	\$	1,053.00
A01285	Halsten Holdngs LLC	\$	106.72
A01293	Yellowstone Paper Company	\$	234.00
A01298	Montana Rescue Mission	\$	975.00
A01699	State of Mt Department of Admin	\$	195.00
A01809	Koinonia Management Co LLC	\$	116.00
A01963A	Yellowstone Art Museum	\$	510.40
A02434A	Midtown Realty LLC	\$	117.00
A02920	Karell, Jonathan	\$	28.00
A03492	Chamberlain, Janel R	\$	78.00
A04983A	Wilgus, Mark A & Josi D	\$	58.00
A05968	Deaconess Medical Center of Billings Inc	\$	705.28
A06751	Glynn, Andrew J	\$	50.70
A07017	Jacobson, Richard Lee &	\$	117.00
A07120	Billings Clinic	\$	232.00
A07131	Billings Clinic	\$	2,605.00
A07153	Billings Clinic	\$	742.40
A07192	Billings Clinic	\$	46.40
A07279	Billings Clinic	\$	46.40
A07370	Leuprecht, Virginia G	\$	39.44
A08646	Bryson, Jeffery A	\$	195.00
A09085	Short, Daniel W & Elizabeth Ym	\$	28.00
A09171	Main Street Partners	\$	390.00
A10202	Lutheran Church of The Good Shepherd of	\$	6,526.16
A10613	Stoughton, Alice Casady	\$	795.60
A11091	Berry, Gale & Amy	\$	390.00
A11193	Robertson, Matthew W	\$	28.00
A11354	State of MT - Dept of Institutions	\$	28.00
A11550	Billings Clinic	\$	918.35
A11592	Sisters of Charity of Lvnwrth Hlth	\$	34.80
A11630	Deaconess Medical Center of Billings Inc	\$	185.60
A12102	Deaconess Medical Center of Billings Inc	\$	517.36
A12194	Billings Clinic	\$	132.56
A12226	Sisters of Charity of Leavenworth Health Services Corporation	\$	1,670.40

A12584	Lavinder, Lisa	\$	1,404.00
A12971A	Popp, Gregory A & Shelly	\$	195.00
A13885	Thomas Family Living Trust, The	\$	28.00
A13999	Duenow, Jake R & Chelsey N	\$	195.00
A14554	Staley, Paul Thomas	\$	452.40
A16557	Rimrock Hospitality LLC	\$	34.80
A17571	Grand Lanes Inc	\$	111.36
A17942	Emerick, Richard	\$	70.20
A17949	Ballou, Carolyn J	\$	93.60
A19326	Aci Real Estate Spe 103 LLC	\$	28.00
A19570	Billings 9 RE2 LLC	\$	129.92
A19680	Cozzens, Jeannine M	\$	116.00
A20220	Pust, Noah A & Mary J	\$	265.20
A20357	Jones Family Holdings LLC	\$	69.60
A20610	Van Wagoner, Jeremy T	\$	764.40
A20713	406 Property Group LLC	\$	28.00
A20842	Teichert, Lyle W & Valerie Rose	\$	78.00
A22975	Moffett, Dave	\$	390.00
A23158A	Baxter, Shawn H & Ashley M	\$	23.20
A23158B	Eckhart, Bryn	\$	23.20
A23158C	Brien, Yuki Joy	\$	23.20
A23158D	Fagg, Shelley R & Gertrude Stephens	\$	23.20
A23158E	Cavazos, Francis S & Cora N	\$	23.20
A23158F	Derke, Craig	\$	23.20
A23158G	Heggem, Conner	\$	23.20
A23158H	Tuss, Morgan &	\$	23.20
A23703	Valkenburg, Cornelius A & Linda D	\$	456.30
A24268	Collett, Gordon C & Siv D	\$	58.00
A24843	Schneider, Jason & Summer	\$	390.00
A28233A	Grand West Property LLC	\$	150.85
A28233B	Grand Ave Investor LLC	\$	504.66
A28233C	Grand Ave Investor LLC	\$	90.32
A28233D	Grand Ave Investor LLC	\$	87.98
A28233E	Grand Avenue Investors LLC	\$	102.18
A29218	Bottrell Family Investments LP	\$	278.40
A30109	King AI Holding LLC (50%) &	\$	301.60
A31092	Hanser Capital Holdings LLC 49.9% Int	\$	1,160.00
A31495	Hunters Pointe Apartments LLC	\$	234.00
A33004	Sermon, Edward J & Regina L	\$	28.00
A36143	Corp of Presiding Bishop of Chur of Jesus Christ of Latter Day Saints	\$	1,218.00
C01755	Parker, Patrick A &	\$	28.00
C06176	Zimny, Gerard P & Michelle A	\$	877.50
C07319	Magga LLC	\$	1,637.92
C08660	Eggebrecht Family Limited Ptrnshp	\$	28.00
D00527	RMR I LLC	\$	2,320.00
D01389	Hanser Automotive Co Inc	\$	5,358.60
D04718	Ellis, Shelley M	\$	156.00
D05900	B Who U R, LLC	\$	11,232.00
D05903	Gem Fitness Properties LLC	\$	780.00
E00004A	Northwestern Energy-T & D	\$	389.76
	Total	\$	128,703.79

Annual Encroachment Fees



September 8, 2025



HISTORY OF ENCROACHMENT RENTAL FEES

FY85	FY21	FY22	FY23	FY24	FY25	FY26
Encroachment rental fee set at \$1/SF	<p>Changed to tier system</p> <p>Encroachment rental fee set at \$2/SF</p> <p>First year of 5-year plan for tier 2 encroachments</p>	<p>Second year of 5-year plan for tier 2 encroachments</p> <p>Tier 2 encroachments increased from \$2/SF to \$2.80/SF</p>	<p>Third year of 5-year plan for tier 2 encroachments</p> <p>Tier 2 encroachment increased from \$2.80/SF to \$3.80/SF</p>	<p>Fourth year of 5-year plan for tier 2 encroachments</p> <p>Tier 2 encroachment increased from \$3.80/SF to \$5.15/SF</p>	<p>Additional 3-year phase-in for tier 2 encroachments</p> <p>Tier 2 encroachment increased from \$5.15/SF to \$6.45/SF</p>	<p>Sixth year of 8-year phase-in for tier 2 encroachments</p> <p>Tier 2 encroachment increased from \$6.45/SF to \$7.80/SF</p>

Tier Structure
Defined by public impact

Tier 1 minimal impact to the right-of-way (awnings, overhanging signs, conduit)

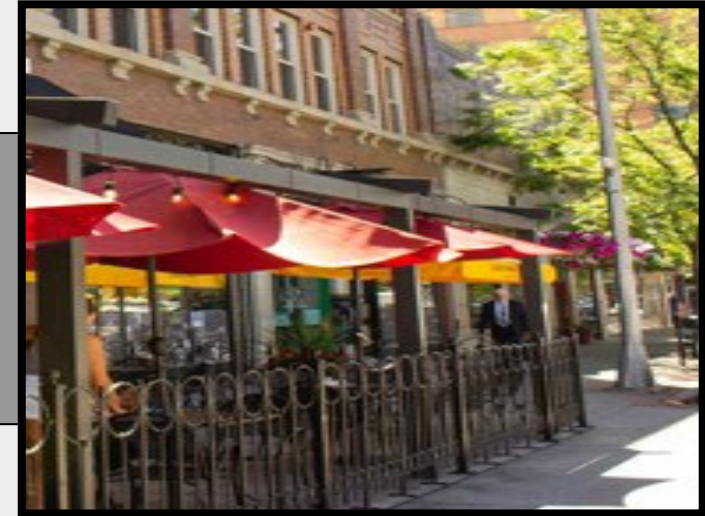
Tier 2 major impact to the right-of-way and cause part of the right-of-way to be unusable (restaurant patios on the sidewalk, fences, stairways, and sheds)

- Additional 3-year fee phase-in to 50% of the average assessed value of adjacent land

RENTAL FEES & ANNUAL ASSESSMENTS

Description	Current Rate	Proposed Rate
Tier I		
Annual rate per square foot	\$2.10	\$2.21
Annual rate per linear foot	\$2.10	\$2.21
Minimum annual fee	\$25.00	\$26.50
Tier II		
Annual rate per square foot	\$5.15	\$6.45
Annual rate per linear foot	\$5.15	\$6.45
Minimum annual fee	\$25.00	\$26.50

131 encroachments
 Assessed to **154** tax codes
\$128.7k in revenues from
 annual rental fees



Address	Encroachment	Tier	FY25 Annual Assessment	FY26 Annual Assessment	\$ Increase
2305 3 rd Ave S	Underground Conduit	I	\$176.80	\$185.60	\$8.80
138 Florine Ln	Fence in Alley	II	\$96.75	\$117.00	\$20.25
533 Park Ln	Retaining Wall	II	\$26.50	\$28.00	\$1.50
3040 Central Ave	Sign	II	\$193.50	\$234.00	\$40.50
222 N 28 th	Outdoor Patio	II	\$3,225.00	\$3,900.00	\$675.00



THANK YOU

EXCELLENCE
INNOVATION
INTEGRITY



Billings
PUBLIC
WORKS

City Council Regular

Date: 09/08/2025
Title: Downtown Billings Partnership - Tax Increment Assistance Extension - Old Billings Hardware Building - 2802 Montana Avenue
Presented by: Wyeth Friday
Department: Planning & Community Services
Presentation: Yes
Legal Review: Not Applicable
Project Number: NA

RECOMMENDATION

The Downtown Billings Partnership (DBP) Board supports and staff recommends the City Council conditionally re-approve a maximum reimbursement of \$745,000, starting with annual payments as specified below in the fiscal year following the year in which the project is completed, from Downtown Urban Renewal tax increment finance district funds to Old Billings Hardware Development Venture, LP for its mixed use project at 2802 Montana Avenue. The conditions of approval are as follows:

1. The applicant sign a development agreement with the City of Billings and DBP within 60 days of City Council 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. This TIFD reimbursement is approved per the condition that it be broken down into to five disbursements of \$149,000 each within five continuous fiscal years following the year in which the project is completed.
4. If funds are not available, reimbursement can be carried over to the next fiscal year or when funds are available based on prior District bonding and debt obligations.

The City Council on September 12, 2022 first approved this award. At the time, one of the conditions placed on the approval was the applicant sign a development agreement (DA) with the City of Billings and DBP within 365 days of City Council approval or after completion of Phase II of obtaining Historic Tax Credits, whichever occurred first. The 365-day time period elapsed before the applicant was ready to sign a DA as they were working on the historic tax credit process and other logistical issues. Recently, the applicant and DBP staff contacted the City for execution of the DA and the time limit condition imposed by Council was found. The applicant had not realized this condition was in place until it was noticed by City staff. City PCSD and Legal staff agreed the application needed to return to Council for re-approval due to the condition.

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

On June 30, 2025 DBP staff contacted City staff to prepare a development agreement (DA) for execution with Old Billings Hardware Development Venture, LP. The DA was for a project the City approved in September 2022. Old Billings Hardware Development Venture, LP had submitted an application in July 2022 to the DBP requesting TIF assistance to renovate the Old Billings Hardware Building to accommodate a variety of commercial spaces and loft-style apartments. The DBP Development Review Committee considered the application and recommended approval to the full DBP Board. The DBP Board met on August 26 and voted unanimously to recommend the City Council award this project a TIF funding grant. Council approved the award with conditions on September 12, 2022.

While three years have passed since the approval, the project is ready to move ahead, is still viable, the TIF award is still critical to the success of the project, and the applicant is ready to sign the DA and begin remodeling. The project will result in a total of 24 residential units and the basement and ground level will be activated by businesses and tenant amenity space. The apartments are described as mid-level market rate units (the applicants estimate rents ranging from \$1,550 to \$1,900 depending on number of rooms and floor). The business activity will increase foot traffic at this corner of Montana Avenue and Broadway and offer an improved pedestrian experience in this area of the downtown. The project involves a total rehabilitation effort of the 2802 Montana Avenue building both inside and outside. This building is unique along the Burlington Northern and Sante Fe (BNSF) tracks as the property under the building is also owned by the building owners. Many buildings along the railroad in Billings have ground leases from the railroad, limiting their uses. Housing is a use BNSF has more recently restricted where they own the ground.

The lower & ground levels of the building will be occupied by businesses as well as some amenities for tenants. The second and third floors will include a total of 24 energy efficient, market rate residential units; 4 two-bed units in the second floor and 8 one-bed units, and then 5 two-bed units in the third floor and 7 one-bed units. There will be minimal

parking available in the back of the building. There will also be a communal space on the rooftop to be utilized by the residents. Some of the exterior improvements will include facade repairs, lighting & security, windows & entrances/exits, storefront as well as minimal landscaping & hardscaping improvements. The interior will involve adding a fire suppression system, utility upgrades/additions and ADA compliance, much of which did not exist before.

The applicants outlined several elements of this project that illustrate its creativity and alignment with various plans and policies of the DBP and City:

1. **Historic Redevelopment:** The historic redevelopment of OBHB shall rehabilitate and celebrate historic elements while achieving Federal Historic Tax Credits.
2. **Urban Revitalization:** Revitalizing the existing, vacant building will preserve the density of downtown Billings, boost the vitality and longevity of the neighborhood, and reduce demolition waste and building materials. The building shall contribute to as many of the Downtown Billings Alliance 9 strategic goals as possible
3. **Ultra-High Performance:** The building shall be energy and water efficient to minimize operating costs and to responsibly minimize environmental impact. The building shall use, at a minimum, 50% less energy from the grid than the baseline energy code (through the combination of energy efficiency and on-site renewable power generation.)
4. **Provide Workforce Housing:** The building shall provide at least 24 market rate living units that support a healthy, vibrant downtown neighborhood and hit the range of 79%-86% of Average Median Income in Billings.
5. **Boost Commercial Vitality:** The building shall assist in boosting commercial vitality of the neighborhood by providing tenants space for restaurants, retail, and/or entertainment venues.
6. **Economically Profitable:** The building shall be economically profitable for the owners, investors, and commercial tenants.
7. **Public Safety Benefits:** Activation of the building at the street level and adding 24-hour residential activity will improve the safety in the area of the building and along Montana Avenue, with the improvements also addressing CPTED strategies.

Cost Adjustment for Overall Project

The total project now in 2025 is estimated at \$8.6 million, up from \$7.4 million in 2022. The construction costs for the project are estimated at \$6.6 million. The TIF award in 2022 was based upon qualifying expenditures (QEs) of 80% of \$7.4M = \$5.9M (QE) x 16.67% (max TIF grant allowed)= \$988,000. The applicant asked for and was awarded \$745,000 or 12.57% of QEs. With the escalation in costs since 2022, the \$745,000 award is now 11.35% of QEs. The TIF award continues to be critical to the completion of the project as far as the funding components of the renovations.

2022 Review Process

The application was vetted by staff and presented to the Development Committee on August 8, 2022 with a TIF request of \$745,000. The Development Committee reviewed the proposal and made a recommendation to the DBP Board for a TIF grant of \$745,000. The recommendation was presented to the DBP Board on August 26, 2022, and the DBP Board made its recommendation to City Council (See attached Minutes of DBP Board discussion). The reasoning for support of the application by DBP are its alignment with its current goal of support of additional housing in the downtown core, the elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA.

The Board of Directors of the DBP as well as the Development Committee support this project and recommend approval. This project complies with the Montana Code Annotated as well as City's TIF Policy in regards to the 5:1 preferred threshold (this project is 11:1) of private to public investment & eligibility of qualified expenses. Furthermore, this project conforms with many goals & elements of the Urban Renewal Plan as well as the Downtown Billings Strategic Plan such as housing, safety, activation of vacancies, & retail recruitment. This density will add more shopping capacity, potential workforce for businesses, natural surveillance to enhance safety, and new downtown visitations of the new businesses.

Table 1.

Qualified Improvements	DBA Strategic Plan	City TIF Policy	Urban Renewal Plan	Montana Code Annotated
<p>Site work and safety - <i>Some interior and exterior demolition; Concrete work for sidewalk areas</i></p> <p><i>Building Exterior and Facade and work - ground floor windows, doors,</i></p>	<p>Vibrant & Connected Downtown -- <i>includes downtown living P. 13</i></p> <p>Strong Downtown</p>	<p>Permitted uses of TIF Funds:</p> <ul style="list-style-type: none"> • Demolition and structure removal - 	<p>Infrastructure Improvements-- <i>includes improvements to support workforce</i></p>	<p>7-15-4288</p>

<i>framing of entrance areas, millwork on store frontage, some structural steel work</i> Building Safety and Utility work to code - <i>Roof/skylight work; mechanical, plumbing, electrical, HVAC; fire/life safety system</i>	Identity --P.13 Transformative Initiative - P. 15 - Increase Downtown Residential Population Through Targeted Downtown Housing Initiatives	P.2 • Private infrastructure with Public Benefit and Public infrastructure --P.2 Financial Assistance Through TIF -- (grants may be for for-profit businesses) P.2	<i>housing and loft and condo housing development - P.55</i> Crime Prevention and Public Safety -P.55	
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ALTERNATIVES

City Council may:

- Re-approve the recommendation from the DBP Board for the expenditure of these TIF funds consistent with some elements/goals of the DBA Strategic Plan, North 27th Street Urban Renewal Plan, City TIF Policy and MCA.
- Modify the past recommendation from the DBP Board for the expenditure of these TIF funds before taking action, or;
- Disapprove the recommendation from the DBP Board for the expenditure of these TIF funds. If the Council chooses not to approve this TIF application, specific reasoning for the denial is necessary to provide further direction to the DBP Board and staff, and City staff for future applications.

FISCAL EFFECTS

The recommendation is for up to a maximum of \$745,000 to be reimbursed to Old Billings Hardware Development Venture, LP for the identified existing site and building renovations. The estimated total project cost is about \$8.6 million, making the private to public investment ratio for this total project about 11:1. The funds are payable per the conditions of approval outlined above in the DBP recommendation, pending satisfactory submission of all paid invoices showing actual cost incurred for the project, and per the reimbursement being broken down into to five disbursements of \$149,000 within five continuous fiscal years following the year in which the project is completed. If approved, payments will continue to be incorporated into future year budgets (this project has been accounted for in the Downtown budget since it was originally approved), the earliest is expected to be FY27. Current estimates of the future Downtown District revenues are expected to be able to cover this project in FY27 and later as well as support known future planned projects and bonding. However, ongoing monitoring of the budget based on annual valuation of the District could delay payments to future years per the conditions of approval for this TIF grant award.

Attachments

Updated Project Report - High Plains Architects
Old Billings Hardware Development Venture, LP Application
DBP Transmittal Letter to City Council
DBP Funding Recommendation
DBP Board Minutes
2008 Downtown Urban Renewal Plan
City TIF Policy

OLD BILLINGS HARDWARE BUILDING

OWNER: OLD BILLINGS HARDWARE BUILDING DEVELOPMENT VENTURE, LP

PROJECT OVERVIEW

AUGUST 2025

The Old Billings Hardware Building, located at 2802 Montana Avenue, will be a mixed-use, LEED Platinum building that provides ground floor and lower level commercial space and on the upper two floors, 24 units of critical workforce housing in downtown Billings.



The building is listed on the National Register of Historic Places, qualifying it to receive federal and state historic tax credits. We have raised significant capital from private individuals and are pursuing a variety of energy efficiency and alternative energy tax credits.

The Old Billings Hardware Building Development Venture, LP general partners are Randy Hafer, founder & senior principal of High Plains Architects, and LaFever Family Properties (Cori Thelen, Alison LaFever, Diane LaFever), local business owners who also own the Monte Bar & Casino and other downtown properties. Both the LaFever and Randy Hafer are long-time downtown boosters and are excited for the opportunity to develop the last big undeveloped building on Montana Avenue and make it something special for our community.

ANTICIPATED TIMELINE

Anticipated construction start date: late Fall 2025
Anticipated construction completion date: Fall 2026
Estimated construction cost: \$6.6M (Est. total project costs \$8.6M)

UNIT MIX

Type	Number	Rent Rates	% AMI*
Commercial	7	\$16.25-\$20/SF	N/A
Residential – 1 bedroom	12	\$1550-1600/month	79-81%
Residential – 2 bedrooms	12	\$1750-1900/month	79-86%

*Area Median Income (AMI) refers to unit affordability; these rents are affordable to anyone making 79-86% of the Billings, MT area median income (2024).

VALUE TO DOWNTOWN BILLINGS

The Old Billings Hardware Building’s current appraised value is \$374,778 and its annual tax liability is \$10,000. Following construction of this building, we anticipate an appraised taxable value of \$4.3M. This will result in an estimated annual tax liability of \$54,000 in year one, which represents a five-fold increase in our current contribution to the TIF district. In short, this project will temporarily pull from TIF funds to make construction possible, and then it will

OLD BILLINGS HARDWARE BUILDING

DOWNTOWN BILLINGS, MONTANA



promptly begin to repay this investment and continue to contribute to a healthy property tax base in downtown for decades to come.

Not only is the building poised to provide financial value to the city of Billings, but it will also provide other tangible benefits as well.

First, the building will provide much-needed workforce housing; this property's rents will be affordable to people making between 79-86% of the Billings, MT area median income. This means that someone, or a couple, making \$55,000/year will be able to afford a one-bedroom apartment in this building without being "cost burdened" (spending over 30% of their income on rent).

Second, by developing this building, we are able to turn a community liability into a community asset. It will no longer have a forlorn looking boarded-up store front but will instead will be activated by new commercial enterprises that engage with the street, contribute to downtown CPTED goals, and energize this part of downtown.

FINANCIAL UPDATES

Since the Old Billings Hardware Building Development Venture, LP applied for and was granted downtown Billings Tax Increment Financing (TIF) in 2022, we have been working diligently to complete the "capital stack"—the mix of financing required to make this project happen.

In 2023, we worked with a bank to secure construction and permanent financing, as well as the bridge for historic tax credits. In conjunction with those efforts, we built a relationship with a potential tenant who was interested in master-leasing all commercial spaces—a relationship on which the bank placed a significant amount of value. Unfortunately, the potential tenant withdrew their interest that fall, and the funding source withdrew their own interest as a result.

While we continued working to re-fill the capital stack, we pursued the Downtown Revolving Loan Fund through the Downtown Billings Partnership in 2024, which then funded the architectural design work required to move the project forward. That work is almost complete; we anticipate a 100% construction drawing set, ready to submit for permit, in late August or early September 2025.

This spring, we began conversations with a local bank that is excited about this building's potential and interested in providing construction and permanent financing, as well as investing in the historic tax credits. They reviewed our pro forma and recently encouraged us to formally apply for funding, and as of the submission of this Project Overview, we are awaiting the results of that application. We hope to have good news prior to this project's appearance before City Council.

CONCLUSION

We appreciate the City Council's review of our project and respectfully request an extension of this award. The TIF award (\$745,000; 1:8 match) is a crucial part of this project's capital stack; given the high interest rates and current construction costs, this project would not be financially feasible without this TIF award.

QUESTIONS & COMMENTS

Please reach out to Randy Hafer, General Partner: rhafer@highplainsarchitects.com

downtown *Billings*

City of Billings Expanded North 27th Street Urban Renewal District

**Tax Increment Financing Assistance
Information & Application**

Updated 2/25/2022

**Applications must be submitted to the DBP and
approved by the City prior to the start of
construction**

**Downtown Billings Partnership, Inc.
116 N. 29th St, Billings, MT 59101 - Tel. 406-294-5060
www.downtownbillings.com**

Large Project Incentive Grant

Purpose:

The purpose of this program is to provide financial and practical assistance to develop or redevelop buildings within the boundaries of the Expanded North 27th Street Urban Renewal District (URD) in downtown Billings. This program will:

- 1) Assist in the economic revitalization and stabilization of the URD;
- 2) Attract and retain a stable clientele population within the URD;
- 3) Stimulate private investment within the URD;
- 4) Generate additional property tax revenues within the URD; and
- 5) Encourage and facilitate the remodeling and restoration of historically significant structures within the URD.

Large projects **must support** the goals of the [Downtown Billings Strategic Plan](#) and the [Urban Renewal Plan of the North 27th St. TIFD](#). Applicants are encouraged to consider the design aesthetic of the surrounding neighborhood when submitting a design for review.

Applicants are reminded that grant awards made by the Downtown Billings Partnership (DBP) are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an applicant meet all grant criteria, a grant may or may not be awarded at the DBP and Billings City Council's discretion due to funding limitation, competing applications, and/or competing priorities of the DBP.

Eligible Expenses:

Section One: All public governments as well as public corporations (501c3) inherently have a public benefit purpose. Even though public business normally is not subject to property tax, if their projects, programs, or activities can show blight remediation, as defined by the Urban Renewal Plan, they qualify for up to 100% TIFD assistance. [MCA 35-1-1402 Definitions](#).

Section Two: Pursuant to [MCA 7-15-4208](#), private enterprise and private projects are encouraged and enabled to receive TIFD support for qualified expenditures/costs.

Section Three: Qualified Expenditures - [MCA 7-15-4282](#) through [7-15-4294](#). Ordinance [08-5483](#).

- a. Remediation or diminishing blight {[MCA 7-15-4206\(2\)](#)} affecting buildings and structures that negatively impact the residents of the city due to:
 - i. Substantial deterioration especially roofs in serious need of repair or replacement
 - ii. Obsolete uses that require a change of use
 - iii. Defective and lack of compliance with current Building and Fire Codes
 1. Electrical service upgrades
 2. plumbing upgrades
 - iv. Unsanitary and/or unsafe structures
 - v. Vacant and unused spaces

- b. Relocation of displaced people and/or businesses
- c. Enhancement of infrastructure, public or private, that improve the pedestrian experience
 - i. Streetlights, sidewalks, curbs, gutters, wayfinding, and placemaking
 - ii. Repair and stabilization of vault caps in the public right of way
 - iii. Building and business signage
 - iv. Facade stabilization and/or improvement
 - v. Outdoor patios
 - vi. Landscaping
 - vii. Green spaces
- d. Mixed use redevelopment containing
 - i. Parking
 - ii. Conference facilities
 - iii. Housing
 - 1. Market rate
 - 2. Workforce
 - iv. Street level retail and dining
- e. Improvements that lead to stabilized and/or increased taxable valuation
- f. Relocation of utility wires, inefficient land use, and/or problems of access and circulation
- g. Increased use of public transit
- h. Increased Crime Prevention and Public Safety
 - i. Increased energy efficiencies
 - i. Exterior windows, and doors
 - ii. HVAC upgrades
- j. Change of ownership through property acquisition

Section Four: Qualified Expenditures - [MCA 7-15-4282](#) through [7-15-4294](#). Ordinance [12-5590](#).

- k. Remediation or diminishing blight {MCA 7-15-4206(2)} at sidewalk/street level that negatively impacts the residents of the city due to:
 - i. Vacant storefronts
 - 1. Business Retention and Recruitment projects
 - a. Business plan program/contest (e.g. Battle of the Plans)
 - b. Retail coordinator staff or consultant
 - c. Strategic planning
 - d. Marketing and promotion
 - e. Commercial rent assistance
 - f. Public art
 - g. Pocket parks

Timeframe and application process:

Applications will be accepted and reviewed quarterly. Applications must be received by the 15th day of the first month of each quarter. Each complete application will be reviewed by the DBP staff, Development Committee, and the DBP Board of Directors and, if recommended, will go to the Billings City Council for final approval within each quarterly grant cycle.

Application Due to DBP	Application Reviewed by Development Committee and DBP Board	Application Presented to City Council for Final Approval
July 1	2 nd Thursday of July – Dev. Com 4 th Friday of August – DBP Board	September Council Business Meeting
October 1	2 nd Thursday of October – Dev. Com 4 th Friday of November – DBP Board	December Council Business Meeting
January 1	2 nd Thursday of January – Dev. Com 4 th Friday of February – DBP Board	March Council Business Meeting
April 1	2 nd Thursday of April – Dev. Com 4 th Friday of May – DBP Board	June Council Business Meeting
Every effort will be made to facilitate every complete application through the entire process within each quarterly grant cycle. Incomplete applications may extend the process		

Grading Criteria:

<p>The purpose of this program is to provide financial and practical assistance to develop or redevelop buildings within the boundaries of the Expanded North 27th Street Urban Renewal District (URD) in downtown Billings. This program will:</p> <ul style="list-style-type: none"> - Assist in the economic revitalization and stabilization of the URD; - Attract and retain a stable clientele population within the URD; - Stimulate private investment within the URD; - Generate additional property tax revenues within the URD; and - Encourage and facilitate the remodeling and restoration of historically significant structures within the URD. 	<p>Grant adjustment based upon contributions to the Downtown Billings Strategic Plan; project must score 12 points or more to receive maximum funding;</p> <p>maximum grant is reduced 10% for each point less than 12;</p> <p>Projects receiving 0 or 1 point do not qualify for a grant</p>
<p>All applications are considered at the sole discretion of the DBP & Council per URD’s priorities/objectives/availability of funds</p> <p>Current priorities primarily encourage mixed-use developments with housing and street level business activity - priorities are reviewed annually and may evolve depending on the landscape</p>	

Tier 1		
Does it eliminate blight?	Blight may include but is not limited to conditions which represent a risk to public health, morals, safety, and welfare in its present condition. Examples range from physical dilapidation to improper or inefficient layout. For a more complete list of factors, refer to MCA 7-15-4206.	3 points Y/N
Does it add/keep/improve housing?	Construction or rehabilitation of housing is a priority in the downtown area. Quantity, quality, and projected rental or sale rates of units are to be considered.	3 points Y/N
Does it improve the overall design/aesthetic (facade, signage, historic preservation, alleyscapes)?	Structural restoration, wayfinding, activation of alleys, and celebration of downtown's historical character are priorities as well as indicators of a strong town/city.	3 points Y/N
Does it promote economic growth (increasing taxable value, maximizing opportunities for shoppers & visitors)?	Activating vacant buildings or improving its operations in terms of safety contribute positively to the taxable value. Eliminating vacancies and adding density of populations enhance the vitality, vibrancy, resiliency, and connectivity of the neighborhood.	3 points Y/N
Is it energy efficient (environmentally and/or sustainably)?	Obtaining LEED certification, rehabilitating an existing building, and maintaining up-to-date utilities not only ensure the safety of tenants but also enhance their health while keeping costs low.	3 points Y/N

Tier 2		
Does it add/maintain/enhance landscaping (trees, boulevards, nativescaping)?	City Centers are often places of gatherings for cultural events, musical concerts, and artisan eateries and shopping in addition to being a place to work, live, and play. Greenery is essential in maintaining a healthy positive environment where inhabitants have access to natural elements.	2 points Y/N
Does it activate an inactive building/space (abandoned, empty, unoccupied)?	Vacancies lead to stagnating or declining taxable value. They also tend to be dark, which attracts undesired activities, which impacts the perception of safety.	2 points Y/N
Does it provide an improved pedestrian experience (seasonal decor, ambiance lighting, sidewalk activations)?	Robust storefronts and sidewalk furniture/amenities engage with pedestrians and offer a compelling invitation to continue exploring businesses.	2 points Y/N

Does it add public art?	Public art can be a mural, storefront paint, signalbox wraps, sculptures, artistic installations of benches and bike racks.	2 points Y/N
Does it promote creation of jobs?	New businesses or business growth often mean new jobs and/or more human presence, which contribute to the economy and safety.	2 points Y/N
Tier 3		
Does it connect/improve walkways and/or parks?	Colorful walkways, pavement, or cobblestones that are ADA compliant and well lit.	1 point Y/N
Does it encourage business development (recruitment, retention, diversification)?	Businesses offer jobs as well as a place for the community to come to as a destination. Businesses provide natural surveillance with eyes on the street. Businesses contribute to our local economy.	1 point Y/N
Does it offer/maintain off-street parking?	Parking can be convenient for those who own vehicles and for visitors who live elsewhere or from out of town/state.	1 point Y/N
Does it support public safety (Crime Prevention Through Environmental Design)?	Active spaces, well lit environments, and densely populated neighborhoods.	1 point Y/N
Does it reinforce safe pedestrian crossings?	ADA entrances, exits, sidewalks, bulbouts, signage.	1 point Y/N

Tier 4 - Bonus		
Does it provide a new or improved green/public space?	Whether it's a dog park, pocket park, playground, or a picnic haven, greenery contributes positively to the livelihood or residents.	3 point Y/N
Does it drive visitations?	Catalyst or one-of-a-kind attractions, activities, or anchor businesses increase visitations from other parts of the City or State.	3 point Y/N
Does it pave the way to the creation of a convention/conference center or facility?	Convention centers bring in events, tourism, professional conferences, all of which contributes to the local business and economy.	3 point Y/N
Does it promote traffic calming?	Sidewalk widening or parklets that slow car traffic.	3 point Y/N

Total: 26 points

Tier 5 - Disadvantage		
Does it demolish a historically significant landmark	Historical artifacts showcase architectural marvels and characteristics of the neighborhood's identity.	Minus 6 Y/N
Does it demolish a structure that could otherwise be salvaged?	Salvaging a building may not contribute to historical significance but it promotes longevity of energy efficiency practices and may create interesting architectural marvels when mixing the old with the new.	Minus 3 Y/N

At the sole discretion of the DBP Board of Directors, applicants are required to seek endorsement from the TIF Development Committee, which shall consist of design professionals, business or property owners, community members with an interest in downtown vitality, and members of the DBP Board. Applications will be reviewed by the DBP staff under supervision of the Development Committee. The DBP shall review applications on a first come, first served basis for the duration of funding availability. Quarterly, all projects that are recommended for approval by the Committee shall be submitted to the DBP Board of Directors for recommendation to Billings City Council for final approval or disapproval of funding the project.

All applicants will be apprised of the status of their application by written communication from the DBP staff. Award recipients shall receive a Development Agreement indicating the amount of the incentive funds awarded and any conditions deemed necessary by the DBP Board for receipt of the award. Applicants are required to return a signed copy of the Development Agreement to the DBP staff before funds will be committed to the project.

Release of Funds:

It is the responsibility of the award recipient to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to the DBP by the award recipient. The project must be completed essentially as presented to the Committee and DBP Board in order to receive payment.

Incentive funds will be paid out according to the following criteria:

1. Applicants must submit copies of all required building permits.
2. Payment documentation must be submitted to the DBP office at 116 N 29th St.
3. Incentive awards will be paid upon **completion** of the project.

Acceptable documentation is defined as PAID invoices, statements, or schedule of values from vendors, contractors, or consultants clearly detailing the work completed for the project

Encumbrance Policy:

Applicants receiving funding under this program during the course of a given fiscal year (July 1 through June 30) are eligible to carry forward/encumber unexpended funds for a **maximum of one additional fiscal year** if all effort has been made to begin the project in the initial year; and/or when circumstances related to weather, construction season, etc. prohibit the completion of the project. Applicants must advise the DBP by June 1st if they will be requesting an extension of their project schedule.

Disclaimer:

The Downtown Billings Partnership, Inc., its committees, partners and or affiliates are not responsible for the planning, design, or construction of improvements to property that is owned by the applicant. No warranties or guarantees are expressed or implied by the description of, application for, or participation in the Urban Renewal Project Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction.

downtown *Billings*

Expanded North 27th Street Urban Renewal District TIF Application

Project Name: _____ Date Submitted: _____

Applicant Information

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

If the applicant is not an individual conducting business under their own name, the applicant has the status indicated below and is organized or operating under the law of:

Corporation/LLC	Nonprofit or charitable institution/corporation	Partnership	Other
Date of organization:			

Project Information

Building name (if applicable): _____

Address: _____

City/State/Zip: _____

Legal Description (obtained from Orion via County records):

Property owner (if property is not owned by the applicant)

Property Owner (name or entity): _____

Property owner contact: _____

Lessor's Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Employment

Existing FTEs: _____

New permanent FTEs created by the project: TBD - new commercial lease space/activity

Construction FTEs: 10-30

Architectural Firm

Firm name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Contractor

Business Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Financial lending institution

Business name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Project Information

Description of Project:

Attach a narrative explaining the project and any other design information. Use this section to pitch your project and explain how it will eliminate blight and/or provide a benefit to the public.

Rehabilitation Plans:

Attach schematic design drawings and/or completed construction document plans - including site, landscaping, and other engineering design information.

Project Schedule:

Attach a timeline or schedule through completion.

Project Details

Land and site improvements (itemized)

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
	Subtotal	\$ _____

Construction/rehabilitation costs (use general construction trade divisions)

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____
7.	_____	\$ _____
8.	_____	\$ _____
	Subtotal	\$ _____

Fees

1.	Architectural/engineering	\$ _____
2.	Permits	\$ _____
3.	_____	\$ _____
	Subtotal	\$ _____
	Total Project Development Costs	\$ _____

Project Financing

A. Applicant equity

Cash invested \$ _____

Land & buildings \$ _____

(if value is more than State of Montana
Valuation, a current appraisal must be
submitted)

Other \$ _____

_____ \$ _____

Subtotal \$ _____

B. Lender commitments (attach bank loan commitment letter, letters of credit or other documentation)

Lender	Loan Amount	Interest	Term	Payment/Period
--------	-------------	----------	------	----------------

_____	\$ _____	____%	____yrs	\$ ____/Month
-------	----------	-------	---------	---------------

_____	\$ _____	____%	____yrs	\$ ____/Month
-------	----------	-------	---------	---------------

Subtotal \$ _____

C. TIF assistance - eligible expenses

MCA

citation (Office use only)

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

_____	\$ _____	_____
-------	----------	-------

Subtotal \$ _____

D. Other sources of funding
 _____ \$ _____
 _____ \$ _____

Sources of funds summary (post totals from above)

A. Applicant equity	\$ <u>2,371,248</u>
B. Lender commitments	\$ <u>0</u>
C. TIF assistance	\$ <u>745,000</u>
D. Other funds	\$ _____
Total Project financing	\$ <u>3,116,248</u>

Certification

I (we), the Old Billings Hardware Development Venture, LP (please print),
 the APPLICANT, 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 are true and correct to the
 best of my (our) knowledge and belief.

Signature: Randy Hager G.P.
 Title: Managing Partner
 Address: P.O. Box 2203
Billings, MT 59101
 Date: 7/18/22

Signature: _____
 Title: _____
 Address: _____

 Date: _____

TW CLARK CONSTRUCTION, LLC		
OLD BILLINGS HARDWARE BUILDING SD BUDGET		
BUDGET 7.6.22		
Cost Code	Description	BUDGET
	GENERAL CONDITIONS	\$338,729.00
	FINAL CLEANING	\$25,500.00
	TEMP FENCE	\$5,500.00
	HEAT / COVER (ALLOWANCE)	\$20,000.00
	DEMOLITION	\$104,769.00
	DEMOLITION	
	SITework	\$54,165.00
	LANDSCAPE ALLOWANCE	\$9,750.00
	CONCRETE	\$100,283.00
	SITE WORK / UTILITIES	\$136,200.00
	CONCRETE TOPPING SLABS	\$15,750.00
	MASONRY ALLOWANCE	\$35,000.00
	STRUCTURAL STEEL	\$137,682.00
	FRAMING	\$558,396.00
	CABINETS AND MILLWORK	\$292,831.00
	INSULATION / AIR MOISTURE BARRIER	\$108,270.00
	ROOFING	\$225,360.00
	JOINT PROTECTION / FIRE CAULKING	\$5,500.00
	DOORS / FRAMES / HWR	\$156,968.00
	NEW / REFURBISHED WINDOWS	\$136,974.00
	SKYLIGHTS	\$15,000.00
	STOREFRONT DOORS / WINDOWS	\$198,300.00
	GYPsum	\$224,733.00
	FLOORING / SHOWER WALLS	\$181,389.00
	HARDWOOD FLOORS	\$141,300.00
	PAINT	\$144,742.00
	SPECIALTIES	\$21,732.00
	LIFT (ALLOWANCE)	\$45,000.00
	ELEVATOR	\$225,000.00
	FIRE SUPPRESSION	\$186,000.00
	PLUMBING	\$841,790.00
	HVAC	\$438,050.00
	ELECTRICAL	\$666,720.00
	LIABILITY INSURANCE	\$45,365.00
	GC FEE	\$311,885.00
	PERMIT	BY OWNER
	BUILDERS RISK	BY OWNER
	BONDS	NOT INCLUDED
	PREVAILING WAGES / 1% GRT	NOT INCLUDED
	SUB TOTAL	\$6,154,633.00
	CONTINGENCY (10% SD)	\$615,463.00
	MATERIAL ESCALATION FACTOR	\$140,555.00
	TOTAL BUDGET	\$6,910,651.00

DOWNTOWN BILLINGS PARTNERSHIP
DOWNTOWN (N 27TH STREET) URBAN RENEWAL DISTRICT
TAX INCREMENT FINANCING FUND APPLICATION

OLD BILLINGS HARDWARE BUILDING

2802 MONTANA AVENUE
BILLINGS, MONTANA
JULY, 2022

Project Financing - Qualifying Expenditures (QE) Continuation Sheet*

	A	B	C	D	E	F
1	The following is based on "Old Billings Hardware Building SD Budget"					
2	dated 7/6/22 provided by TW Clark Construction (attached)					
3	DIVISION	DESCRIPTION	Budget Value	QE? (y/n)	% Modifier	QE Value
4	1.1	General Conditions	\$ 338,729	y	100%	\$ 338,729
5	1.2	Final Cleaning	\$ 25,500	y	100%	\$ 25,500
6	1.3	Temp Fence	\$ 5,500	y	100%	\$ 5,500
7	1.4	Heat / Cover (allowance)	\$ 20,000	n	0%	\$ -
8	2.1	Demolition (Building interior)	\$ 104,769	y	100%	\$ 104,769
9	2.2	Site Work	\$ 54,165	y	100%	\$ 54,165
10	2.3	Landscape (allowance)	\$ 9,750	y	100%	\$ 9,750
11	2.4	Utilities	\$ 136,200	y	100%	\$ 136,200
12	3.1	Concrete	\$ 100,283	y	100%	\$ 100,283
13	3.2	Concrete topping slabs	\$ 15,750	y	100%	\$ 15,750
14	4.1	Masonry (allowance)	\$ 35,000	y	100%	\$ 35,000
15	5.1	Structural Steel	\$ 137,682	y	100%	\$ 137,682
16	6.1	Framing (rough carpentry)	\$ 558,396	y	100%	\$ 558,396
17	6.2	Cabinets and Millwork	\$ 292,831	y	50%	\$ 146,416
18	7.1	Insulation / Air Moisture Barrier	\$ 108,270	y	100%	\$ 108,270
19	7.2	Roofing	\$ 225,360	y	100%	\$ 225,360
20	7.3	Joint Protection / Fire Caulking	\$ 5,500	y	100%	\$ 5,500
21	8.1	Doors / Frames / Hardware	\$ 156,968	y	100%	\$ 156,968
22	8.2	New / Refurbished Windows	\$ 136,974	y	100%	\$ 136,974
23	8.3	Skylights	\$ 15,000	y	100%	\$ 15,000
24	8.4	Storefront Doors / Windows	\$ 198,300	y	100%	\$ 198,300
25	9.1	Gypsum	\$ 224,733	y	100%	\$ 224,733
26	9.2	Flooring / Shower Walls	\$ 181,389	n	0%	\$ -
27	9.3	Hardwood Floors	\$ 141,300	n	0%	\$ -
28	9.4	Paint	\$ 144,742	n	0%	\$ -
29	10.1	Specialties (Toilet Accessories, FE / Cabinets, Signage)	\$ 21,732	n	0%	\$ -
30	14.1	Lift (allowance)	\$ 45,000	y	100%	\$ 45,000
31	14.2	Elevator	\$ 225,000	n	0%	\$ -
32	21	Fire Suppression	\$ 186,000	y	100%	\$ 186,000
33	22	Plumbing	\$ 841,790	y	100%	\$ 841,790
34	23	HVAC	\$ 438,050	y	100%	\$ 438,050
35	26	Electrical	\$ 666,720	y	100%	\$ 666,720
36	99	Liability Insurance	\$ 45,365	n	0%	\$ -
37	99	GC Fee	\$ 311,885	n	0%	\$ -
38		Total Budget	\$ 6,154,633			\$ 4,916,805
39						80%
40		Items not Included in Total Budget Above		n		\$ -
41	1	Contingency	\$ 615,463	n		\$ -
42	2	Material Escalation Factor	\$ 140,555	n		\$ -
43			\$ 6,910,651			\$ 4,916,805

71%

OLD BILLINGS HARDWARE BUILDING

2802 MONTANA AVE
BILLINGS, MONTANA

PROJECTED INCOME WORKSHEET

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP - P.O. BOX 2203, BILLINGS, MT 59103

July, 2022

BASEMENT - COMMERCIAL						
Space Name		Rentable Area (SF)	Rent/SF /mo.	Rent/SF/yr	Rent Income/mo.	Rent Income/yr.
B01		2,285		\$12.00	\$2,285	\$27,420
B02		3,960		\$12.00	\$3,960	\$47,520
B03		1,752		\$12.00	\$1,752	\$21,024
Commercial Subtotal		7,997			\$7,997	\$95,964
CIRCULATION				*		\$0
PUBLIC RESTROOMS				*		\$0
EXT. WALLS, ETC.						
MECHANICAL				*		\$0
Common Subtotal		-				
Level Subtotal		7,997			\$15,994	\$95,964

FIRST FLOOR - COMMERCIAL						
Space Name		Rentable Area (SF)	Rent/SF /mo.	Rent/SF/yr	Rent Income/mo.	Rent Income/yr.
101		3,137		\$13.50	\$3,529	\$42,350
102		2,268		\$13.50	\$2,552	\$30,618
103		1,118		\$13.50	\$1,258	\$15,093
104		1,752		\$13.50	\$1,971	\$23,652
Commercial Subtotal		8,275			\$9,309	\$111,713
CIRCULATION				*		
RESTROOMS				*		
Common Subtotal						
Level Subtotal		8,275			\$9,309	\$111,713

SECOND FLOOR - RESIDENTIAL APARTMENTS							
Space Name	BDRM	Rentable Area (SF)	Rent/SF /mo.	Rent/SF/yr	Rent Income/mo.	Rent Income/yr.	% AMI
APT. 201	2	900	\$1.50		\$1,350	\$16,200	75%
APT. 202	2	748	\$1.80		\$1,350	\$16,200	75%
APT. 203	E	510	\$1.91		\$975	\$11,700	70%
APT. 204	E	544	\$1.79		\$975	\$11,700	70%
APT. 205 (TYPE 'A')	1	680	\$1.62		\$1,100	\$13,200	73%
APT. 206	2	800	\$1.69		\$1,350	\$16,200	75%
APT. 207	1	625	\$1.76		\$1,100	\$13,200	73%
APT. 208	1	654	\$1.68		\$1,100	\$13,200	73%
APT. 209	1	634	\$1.74		\$1,100	\$13,200	73%
APT. 210	2	804	\$1.68		\$1,350	\$16,200	75%
APT. 211	1	680	\$1.62		\$1,100	\$13,200	73%
APT. 212	2	836	\$1.61		\$1,350	\$16,200	75%
Residential Subtotal		8415	\$1.69		\$14,200	\$170,400	

CIRCULATION			*			
STORAGE			*			
LAUNDRY			*		\$600	\$7,200
Common Subtotal		-			\$600	\$7,200
Level Subtotal		8,415			\$14,800	\$177,600

THIRD FLOOR - RESIDENTIAL APARTMENTS

Space Name	BDRM	Rentable Area (SF)	Rent/SF /mo.	Rent/SF/yr	Rent Income/mo.	Rent Income/yr.	% AMI
APT. 301	2	900	\$1.58		\$1,425	\$17,100	79%
APT. 302	2	748	\$1.91		\$1,425	\$17,100	79%
APT. 303	E	510	\$2.06		\$1,050	\$12,600	75%
APT. 304	E	544	\$1.93		\$1,050	\$12,600	75%
APT. 305	1	680	\$1.73		\$1,175	\$14,100	78%
APT. 306	2	800	\$1.78		\$1,425	\$17,100	79%
APT. 307	1	625	\$1.88		\$1,175	\$14,100	78%
APT. 308	1	654	\$1.80		\$1,175	\$14,100	78%
APT. 309	1	634	\$1.85		\$1,175	\$14,100	78%
APT. 310	2	804	\$1.77		\$1,425	\$17,100	79%
APT. 311	1	680	\$1.73		\$1,175	\$14,100	78%
APT. 312	2	836	\$1.70		\$1,425	\$17,100	79%
Residential Subtotal		8415	\$1.79		\$15,100	\$181,200	
CIRCULATION							
STORAGE			*				
LAUNDRY			*		\$600	\$7,200	
Common Subtotal		-			\$600	\$7,200	
Level Subtotal		8,415			\$15,700	\$188,400	

* Note: Restrooms and circulation prorated among commercial and/or residential spaces.

POTENTIAL ANNUAL INCOME	33,102 SF	\$55,803	\$573,677
POTENTIAL ANNUAL INCOME - COMMERCIAL	16,272 SF		\$207,677
		Less Vacancy Rate Of 5%	-\$10,384
		COMMERCIAL SUBTOTAL	\$197,293
POTENTIAL ANNUAL INCOME - RESIDENTIAL	16,830 SF		\$366,000
		Less Vacancy Rate Of 5%	-\$18,300
		RESIDENTIAL SUBTOTAL	\$347,700
GROSS ANNUAL INCOME		Less Vacancy	\$544,993

2021, Billings, MT	efficiency	1-bdr	2-bdr
60% AMI	\$ 840	\$ 900	\$ 1,080
100% AMI	\$ 1,400	\$ 1,500	\$ 1,800

OLD BILLINGS HARDWARE BUILDING

2802 MONTANA AVE
BILLINGS, MONTANA

FINANCIAL PRO FORMA ANALYSIS

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP - P.O. BOX 2203, BILLINGS, MT 59103

REVISED

July 18, 2022

1. REMODEL COSTS

	Amount	Unit	\$/Unit	Subtotal	TIF QE? (y/n)	QE Value	
BUILDING PURCHASE	0	EA	\$ -	\$ -	n	\$ -	
				\$ -		\$ -	
HARD COSTS							Notes
	Amount	Unit	\$/Unit	Subtotal			
Construction	1	EA	\$ 5,797,383	\$ 5,797,383	y	*	From "Old Billings Hardware Building SD Budget" by TW Clark, 7/6/2022, Apartments finished, commercial space is a shell
Liability Insurance	1	EA	\$ 45,365	\$ 45,365	n	\$ -	% of Subtotal
Contractor O+P	5%	of	\$ 5,797,383	\$ 311,885	n	\$ -	% of Subtotal
Const. Cost Total				\$ 6,154,633		\$ 4,916,805	*~80% of construction cost, see attached breakdown
SOFT COSTS							Notes
	Amount	Unit	\$/Unit	Subtotal			
Design Fee	10.35%	of	\$ 6,154,633	\$ 637,005	y	\$ 637,005	Architectural + Engineering as % of Const. Cost Total + 1% Historic Bldg + 0.5% Sustainable Bldg
Reimbursable Expenses	3.0%	of	\$ 637,005	\$ 19,110	n	\$ -	
Supplementary Design Fees	1	EA	\$ 64,000	\$ 64,000	y	\$ 64,000	Acoustic, Civil engineering, Commissioning
Historic Tax Credit Application	1	EA	\$ 35,000	\$ 36,000	y	\$ 36,000	
LEED Documentation	1	EA	\$ 45,000	\$ 45,000	Y	\$ 45,000	Goal: Platinum certification
Initial Developer Fee (UFDS)	1	EA	\$ 50,000	\$ 50,000	n	\$ -	
Wishneff Hist. Tax Credit Legal Services	1	EA	\$ 157,000	\$ 157,000	Y	\$ 157,000	Fee for setting up syndication of tax credits, assuming development team finds a local buyer
Marketing	1	EA	\$ 5,000	\$ 5,000	N	\$ -	
Appraisal	1	EA	\$ 12,000	\$ 12,000	Y	\$ 12,000	
Closing Costs	1.1%	of	\$ 6,982,000	\$ 76,802	y	\$ 76,802	from set aside for Commercial Loan
Insurance (bldr's risk and liability)	1	EA	\$ 10,000	\$ 10,000	y	\$ 10,000	
Property Taxes, until occupancy	1	EA	\$ 10,700	\$ 10,700	n	\$ -	
Legal	1	EA	\$ 5,000	\$ 5,000	y	\$ 5,000	
Interest during construction	1	EA	\$ 149,000	\$ 149,000	n	\$ -	from set aside in Sources of Cash
Capital Reserve	1	EA	\$ 50,000	\$ 50,000	n	\$ -	
	TOTAL SOFT COSTS					\$ 1,042,807	
TOTAL PROJECT COSTS (PURCHASE, SOFT + HARD COSTS)				\$ 7,481,250		\$ 5,959,612	Total Large Project Grant Qualifying Expenditures
QUALIFYING REHABILITATION EXPENSES (SOFT + HARD COSTS)				\$ 7,481,250			

OLD BILLINGS HARDWARE BUILDING

2802 MONTANA AVE

FINANCIAL PRO FORMA ANALYSIS

FINANCIAL PRO FORMA ANALYSIS

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP - P.O. BOX 2203, BILLINGS, MT 59103

REVISED

July 18, 2022

2. TAX CREDITS and GRANTS

Historic Tax Credit (QRE - Qualified Rehabilitation Expenditures)

QRE (Total Project Costs)			\$	7,481,250	
IRS Allowed Developer Fee @	15%		\$	1,122,187	
Total QRE			\$	8,603,437	
Federal Tax Credit @	20%	of QRE	\$	1,720,687	
State of Montana Tax Credit @	5%	of QRE	\$	430,172	
Total Fed + State Hist. Tax Credits			\$	2,150,859	
	HTC syndicated at	\$ 0.87 per TC dollar	\$	1,871,248	
		Net Historic Tax Credits Equity:	\$	1,871,248	

Other Credits

	kW	\$/kW			
PV array cost	50	\$ 2,500	\$	125,000	
Renewable Energy Tax Credit	26%		\$		32,500
(These tax credits to be distributed to partners in Year 1.)					

Total Grants

Downtown TIF Large Project Grant	16.67% of LPG QEs	\$	993,269	Maximum Amour
	12.50%	\$	745,000	Requested Amou
Other Grants		\$	-	
			\$	745,000

OLD BILLINGS HARDWARE BUILDING

2802 MONTANA AVE

BILLINGS, MONTANA

FINANCIAL PRO FORMA ANALYSIS

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP - P.O. BOX 2203, BILLINGS, MT 59103

REVISED

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3. SOURCES OF CASH

Cash

Limited Partners (upfront cash)	20	@	\$	25,000	\$	500,000
Total Grants (downtown TIF)					\$	745,000
Net Historic Tax Credit Equity					\$	1,871,248
TOTAL						\$ 3,116,248

Equity (based on 2017 Tax Appraisal)

Property Value (Land)					\$	109,573
Property Value (Building)					\$	347,540
TOTAL						\$ 457,113

Assigned Building Value

\$460,000

TOTAL CASH + EQUITY \$ 3,576,248

Construction Loan

Construction Loan [Equal to Total Project Costs (Hard + Soft) minus Upfront Cash]						\$	6,981,250
Set Aside for Closing Costs						\$	6,982,000
Construction Loan Interest @						4.25%	\$ 24,725
Assume average of						\$	12,363
						12 months	\$ 148,352
Interest Set Aside						\$	149,000

monthly max.

Alternative Loans

Downtown Revolving Loan Fund					\$	250,000	
Interest rate:						2.3%	
Amortized over:						20 years	
						240 monthly payments	
Principal + Interest (Monthly)						\$	1,295
Principal + Interest (Annually)						\$	15,534

Permanent Loan

Total Project Cost					\$	7,481,250	
less Cash + Cash Equivalents (Grants, Tax Credits)					\$	(3,116,248)	
less Alternative Loans					\$	(250,000)	
						\$	4,115,002
						Subtotal	
Interest rate:						4.25%	
Amortized over:						20 years	
						240 monthly payments	
Principal + Interest (Monthly)						\$	25,482
Principal + Interest (Annually)						\$	305,778

Total Monthly Financing (Principal + Interest / month)						\$26,776
Total Annual Financing (Principal + Interest / year)						\$321,312

Equity to Project Value (Cash only)	\$ 3,116,248					
	\$ 7,481,250	=				41.7%
Equity to Project Value (Cash + Equity)	\$ 3,576,248					
	\$ 7,481,250	=				47.8%
Commercial Loan to Project Value	\$ 4,115,002					
	\$ 7,481,250	=				55.0%

OLD BILLINGS HARDWARE BUILDING

2802 MONTANA AVE

BILLINGS, MONTANA

FINANCIAL PRO FORMA ANALYSIS

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP - P.O. BOX 2203, BILLINGS, MT 59103

REVISED

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4. INCOME

PROJECTED GROSS INCOME (Refer to attached Projected Income Worksheet)

	Rentable Area	Monthly Rent/SF	Yearly Rent/SF	Monthly Rent	Yearly Rental
Basement - Commercial	7,997		\$ 12.00	\$ 7,997	\$ 95,964
First Floor - Commercial	8,275		\$ 13.50	\$ 9,309	\$ 111,713
Second Floor - Residential	8,415	\$ 1.69		\$ 14,200	\$ 170,400
Third Floor - Residential	8,415	\$ 1.79		\$ 15,100	\$ 181,200
Laundry				\$ 1,200	\$ 14,400
POTENTIAL ANNUAL INCOME					\$ 573,677
Less Vacancy Rate of		5%	<i>for commercial</i>		\$ (10,384)
Less Vacancy Rate of		5%	<i>for residential</i>		\$ (18,300)
GROSS ANNUAL INCOME					\$ 544,993

BUILDING OWNER EXPENSE ANALYSIS

			Monthly	Yearly
Building Insurance			\$ 1,583	\$ 19,000
Accounting			\$ 167	\$ 2,000
Property Taxes @	0.60%	of total project cost	\$ 3,741	\$ 44,887
General Maintenance			\$ 500	\$ 6,000
Common Area Cleaning @	12,050	SF	\$ 1,004	\$ 12,050 *
Common Area Utilities @	12,050	SF	\$ 1,406	\$ 16,870 **
Maintenance Reserve @	\$27	per unit/mo	\$ 833	\$ 10,000
Management Fee @	6%	annual rents	\$ 2,725	\$ 32,700
TOTAL ANNUAL OPERATING EXPENSES			\$ (11,959)	\$ (143,507)
NET OPERATING INCOME (Cash Flow)			\$ 33,457	\$ 401,486
Less Debt Service (Financing)			\$ (26,776)	\$ (321,312)
NET INCOME FIRST MONTH YEAR			\$ 6,681	\$ 80,173
Debt Coverage Ratio at Year 1:				1.25

* Past HPA projects have been averaging about \$1/SF/year.

** This assumes about \$1.40/SF/year. According to BOMA, the average US office building has about \$2.50/SF/year in utility costs; the approach that High Plains takes typically results in utility costs being 40-60% lower b/c HPA projects are more efficient than current energy codes. These utilities cover all water in bldg and power for common areas and central

OLD BILLINGS HARDWARE BUILDING

REVISED

July 18, 2022

5A. 2-YEAR CASH FLOW ANALYSIS - BEGINNING OF CONSTRUCTION THROUGH LEASE UP

INCOME	MONTH	1	2	3	4	5	6	7	8	9	10	11	12	Year 1
Suite B01	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suite B02	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suite B03	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suite 101	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suite 102	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suite 103	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Suite 104	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 201	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350	\$ 1,350
Apartment 202	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350	\$ 1,350
Apartment 203	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975	\$ 975	\$ 1,950
Apartment 204	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 975	\$ 975	\$ 1,950
Apartment 205	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ 1,100
Apartment 206	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 207	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 208	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 209	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 210	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 211	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 212	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment 301	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425	\$ 1,425	\$ 2,850
Apartment 302	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425	\$ 1,425	\$ 2,850
Apartment 303	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	\$ 1,050	\$ 2,100
Apartment 304	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050	\$ 1,050	\$ 2,100
Apartment 305	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ 1,175
Apartment 306	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425	\$ 1,425
Apartment 307	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ 1,175
Apartment 308	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ 1,175
Apartment 309	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ 1,175
Apartment 310	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425	\$ 1,425
Apartment 311	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ 1,175
Apartment 312	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,425	\$ 1,425
Laundry	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 500	\$ 600
GROSS INCOME	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ 21,350	\$ 28,350
EXPENSES														
Construction	\$	100,000	\$ 200,000	\$ 300,000	\$ 400,000	\$ 500,000	\$ 600,000	\$ 700,000	\$ 800,000	\$ 750,000	\$ 650,000	\$ 600,000	\$ 554,633	\$ 6,154,633
Permit	\$	5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Interest	\$	-	\$ 3,000	\$ 6,000	\$ 8,000	\$ 10,000	\$ 12,000	\$ 14,000	\$ 16,000	\$ 18,000	\$ 20,000	\$ 21,000	\$ 21,000	\$ 149,000
Appraisal	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -
Closing Costs	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,802	\$ -
Insurance (bidr's risk and liability)	\$	10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Mortgage (P + I)	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building Insurance	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 833	\$ 833	\$ 1,666
Accounting	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ 250	\$ 500
Property Taxes @	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600	\$ 800	\$ 1,400
General Maintenance	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ 250	\$ 500
Common Area Cleaning @	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 408	\$ 408	\$ 816
Common Area Utilities @	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340	\$ 340	\$ 680
Management Fee @	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 2,500	\$ 8,500
TOTAL EXPENSES	\$	115,000	\$ 203,000	\$ 306,000	\$ 408,000	\$ 510,000	\$ 612,000	\$ 714,000	\$ 816,000	\$ 768,000	\$ 673,000	\$ 638,681	\$ 657,816	\$ 14,062
OPERATING EXPENSES TOTAL														\$ 14,062

OLD BILLINGS HARDWARE BUILDING

REVISED

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5A. 2-YEAR CASH FLOW ANALYSIS - BEGINNING OF CONSTRUCTION THROUGH LEASE UP

MONTH	13	14	15	16	17	18	19	20	21	22	23	24	Year 2
Suite B01	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 2,285	\$ 27,420
Suite B02	\$ -	\$ -	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 3,960	\$ 39,600
Suite B03	\$ -	\$ -	\$ 1,752	\$ 1,752	\$ 1,752	\$ 1,752	\$ 1,752	\$ 1,752	\$ 1,752	\$ 1,752	\$ 1,752	\$ 1,752	\$ 17,520
Suite 101	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 3,529	\$ 42,348
Suite 102	\$ -	\$ -	\$ -	\$ -	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 2,552	\$ 20,416
Suite 103	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ 1,258	\$ -	\$ 1,258	\$ 13,838
Suite 104	\$ -	\$ -	\$ 1,971	\$ 1,971	\$ 1,971	\$ 1,971	\$ 1,971	\$ 1,971	\$ 1,971	\$ 1,971	\$ 1,971	\$ 1,971	\$ 19,710
Apartment 201	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ -	\$ 14,850
Apartment 202	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 16,200
Apartment 203	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ -	\$ 975	\$ 10,725
Apartment 204	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 975	\$ 11,700
Apartment 205	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ 1,100	\$ 12,100
Apartment 206	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 16,200
Apartment 207	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ 1,100	\$ 12,100
Apartment 208	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 13,200
Apartment 209	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ 1,100	\$ 1,100	\$ 12,100
Apartment 210	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 16,200
Apartment 211	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ -	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 12,100
Apartment 212	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 16,200
Apartment 301	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ -	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 15,675
Apartment 302	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 17,100
Apartment 303	\$ 1,050	\$ 1,050	\$ 1,050	\$ -	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 11,550
Apartment 304	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 1,050	\$ 12,600
Apartment 305	\$ 1,175	\$ 1,175	\$ -	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 12,925
Apartment 306	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 17,100
Apartment 307	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 14,100
Apartment 308	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ -	\$ 12,925
Apartment 309	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 14,100
Apartment 310	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ -	\$ 1,425	\$ 15,675
Apartment 311	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,175	\$ 14,100
Apartment 312	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 1,425	\$ 17,100
Laundry	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 7,200
GROSS INCOME	\$ 36,972	\$ 36,972	\$ 43,480	\$ 43,605	\$ 45,782	\$ 47,207	\$ 46,107	\$ 46,107	\$ 46,107	\$ 44,849	\$ 44,807	\$ 44,682	\$ 526,677
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraisal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Closing Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance (bldr's risk and liability)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mortgage (P + I)	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 26,776	\$ 321,312
Building Insurance	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 1,583	\$ 19,000
Accounting	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 167	\$ 2,000
Property Taxes @	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 3,741	\$ 44,887
General Maintenance	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
Common Area Cleaning @	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 1,004	\$ 12,050
Common Area Utilities @	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 1,406	\$ 16,870
Management Fee @	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 2,725	\$ 32,700
TOTAL EXPENSES	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 37,902	\$ 454,819
Operating Expenses w/o Mortgage													\$ 133,507
CASH FLOW	\$ (930)	\$ (930)	\$ 5,578	\$ 5,703	\$ 7,880	\$ 9,305	\$ 8,205	\$ 8,205	\$ 8,205	\$ 6,947	\$ 6,905	\$ 6,780	
CUMULATIVE CASH FLOW	\$ (930)	\$ (1,859)	\$ 3,719	\$ 9,423	\$ 17,303	\$ 26,608	\$ 34,814	\$ 43,019	\$ 51,224	\$ 58,172	\$ 65,077	\$ 71,858	

OLD BILLINGS HARDWARE BUILDING

2802 MONTANA AVE
BILLINGS, MONTANA

FINANCIAL PRO FORMA ANALYSIS

OLD BILLINGS HARDWARE DEVELOPMENT VENTURE, LP - P.O. BOX 2203, BILLINGS, MT 59103

REVISED

July 18, 2022

5B. 10-YEAR INCOME - CASH FLOW (after stabilization)

Annual escalation rate:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11*	Year 12
	100.0%	100.0%	100.8%	102.3%	103.8%	105.3%	106.8%	108.3%	109.8%	111.3%	112.8%	114.3%
Gross Income / Year	\$ 28,350	\$ 526,677	\$ 544,993	\$ 557,528	\$ 565,702	\$ 573,877	\$ 582,052	\$ 590,227	\$ 598,402	\$ 606,577	\$ 614,752	\$ 622,927
Operating Expenses / Year	\$ (14,062)	\$ (133,507)	\$ (143,507)	\$ (146,808)	\$ (148,960)	\$ (151,113)	\$ (153,266)	\$ (155,418)	\$ (157,571)	\$ (159,723)	\$ (161,876)	\$ (164,029)
Net Operating Income / Year	\$ 14,288	\$ 393,170	\$ 401,486	\$ 410,720	\$ 416,742	\$ 422,764	\$ 428,787	\$ 434,809	\$ 440,831	\$ 446,853	\$ 452,876	\$ 458,898
Debt Service	\$ -	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (321,312)	\$ (316,621)
NET INCOME / YEAR	\$ 14,288	\$ 71,858	\$ 80,173	\$ 89,407	\$ 95,430	\$ 101,452	\$ 107,474	\$ 113,497	\$ 119,519	\$ 125,541	\$ 131,563	\$ 142,277
\$0.00 Capital Reserve estimated to be used	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Effective Income w/ Reserve	\$ 71,858	\$ 80,173	\$ 89,407	\$ 95,430	\$ 101,452	\$ 107,474	\$ 113,497	\$ 119,519	\$ 125,541	\$ 131,563	\$ 142,277	
ROI w/ Reserve		14.4%	16.0%	17.9%	19.1%	20.3%	21.5%	22.7%	23.9%	25.1%	26.3%	28.5%
Cumulative w/ Reserve	\$ 14,288	\$ 86,146	\$ 166,319	\$ 255,726	\$ 351,156	\$ 452,608	\$ 560,082	\$ 673,579	\$ 793,097	\$ 918,639	\$ 1,050,202	\$ 1,192,479

Sale Year *MT DEQ loan
repaid in full
this year



August 26, 2022

City of Billings Planning and Community Services
Attn: Wyeth Friday
P.O. Box 1178
Billings, MT 59103-1178

Request for TIF Assistance - Old Billings Hardware Building

Dear Wyeth -

The DBP is hereby submitting a request for TIF assistance on behalf of the owners & developers of the Old Billings Hardware Building for a project in the Expanded North 27th Street Urban Renewal District.

The project involves a total rehabilitation effort of the 2802 Montana Avenue building both inside & outside. The lower & ground levels will be occupied by businesses as well as some amenities for tenants. The second & third floors will each consist of 12 energy efficient market rate residential units (5 two-bedroom apartments and 19 one-bedroom apartments). There will be minimal parking available in the back of the building. There will also be a communal space on the rooftop to be utilized by the residents. Some of the exterior improvements will include facade repairs, lighting & security, windows & entrances/exits, storefronts as well as minimal landscaping & hardscaping. The interior will involve fire suppression, utility upgrades & addition (much of it does not exist) & ADA compliance.

The total request is \$745,000. The Board of Directors of the DBP as well as the Development Committee support this project & recommend approval. This project complies with the Montana Code Annotated as well as exceeds the City's TIF Policy in regards to the 5:1 preferred threshold of private to public investment & eligibility of qualified expenses. Furthermore, this project conforms with many goals & elements of the Urban Renewal Plan as well as the Downtown Billings Strategic Plan such as housing, safety, activation of vacancies, & retail recruitment. This density will add more shopping capacity, potential workforce for businesses, natural surveillance to enhance safety, and new downtown visitations of the new businesses.

The DBP is requesting a position for review by the Billings City Council during its regular meeting on Monday, September 12, 2022.

Thank you for your consideration,

Mehmet Casey
Development Director
Downtown Billings Partnership



August 26, 2022

The Downtown Billings Partnership recommends approval

Project: Old Billings Hardware Building

Entity: OBHDV LP

Tax parcel: A34620

Full building redevelopment including facade, housing, retail, public & private infrastructure

Items	Expenses	Eligibility		Percentage
		MCA 7-15-4233	MCA 7-15-4288	
Interior Demo	\$104,769	\$0	\$17,000	16%
Concrete/Slabs	\$116,033	\$0	\$19,000	16%
Framing & Millwork	\$851,227	\$0	\$141,000	16%
Insulation & Gypsum	\$333,003	\$0	\$55,000	16%
Structural Steel & Joint Protection	\$143,182	\$0	\$23,000	16%
Door & Windows	\$293,942	\$0	\$48,000	16%
Roofing & Skylights	\$240,360	\$0	\$40,000	16%
Utilities	\$2,082,760	\$0	\$338,000	16%
Storefronts	\$198,300	\$0	\$33,000	16%
Fire Suppression	\$186,000	\$0	\$31,000	16%
Other	\$2,931,674	\$0	\$0	0%
Total	\$7,481,250		\$745,000	

downtown *Billings*

Current assessed value	\$453,166
Estimated increase in taxable value (80% of project cost)	\$5,985,000
Commercial tax rate (1.89%)	\$113,117
Annual tax increment (699 mills)	\$79,068
ROI	9 years

Public Benefit:

This project answers to housing, safety, and retail elements of the URD & DBA Strategic Plan

Qualified expenses comply & conform with MCA & City TIF policy

This project preserves a historic building adding further complementation to the downtown character

This building will be activated & contributes to the health of downtown

This site will complement & contribute to the growth of downtown & Billings as a whole



Present: Andy Patten	Commissioner Denis Pitman	Jock West	Matt Blakeslee
Brandon Scala	Steve Arveschoug	Sean Lynch	Mehmet Casey
Katy Easton	Meri McGlone	Andy Zoeller	James Chandler
Janna Hafer	Councilman Tom Rupsis	Eric Schmidt	Jenny Ross
Cori LaFever	Allison LaFever	Randy Hafer	Dave Fishbaugh
Amalia Sumberg	Chris Kukulski		
Absent: Chris Montague	Steve Wahrlich	Wyeth Friday	Steve Tostenrud
Ethan Kanning	Mary Walks Over Ice		

1. **Call to Order** – Mr. Lynch called the meeting to order at 7:30 AM, a round of introductions was facilitated, no public comments were made.
2. **Regular Agenda:**
 - a. Minutes – July 29, 2022 meeting minutes - Mr. Scala made a motion to approve the July 29, 2022 meeting minutes, Mr. West seconded the motion all were in favor, none opposed.
3. **OBHB Presentation** - Mr. Schmidt provided a presentation on the Old Billings Hardware Building (OBHB), he noted that they have presented to the development committee. Mr. Schmidt stated that the general partners are representing more than a dozen limited partners that are primarily local investors that are made up of young 40 and under. Mr. Schmidt provided an overview of the history of the OBHB building. The group is going to revitalize the building to bring a retail store front to the street and lower levels and to take the second and third floors and turn them into residential units. Mr. Schmidt covered the details of the project in which they are requesting funding for. Mr. Schmidt defined what they consider to be affordable rents; affordable defined as 60-80 AMI, \$1,100 – \$1,350 scaled depending on number of rooms and floor; they believe they can significantly reduce costs due to pursuing a platinum LEED certification in building and using innovative strategies to make the building efficient.

They are planning for at least 24 residential units 12 on each floor and are pursuing historic tax credits for this building in addition to TIF funding which is a critical mission to this building.

Mr. Patten asked if they owned the land under the building, and Mr. Schmidt confirmed yes, they did, and provided the history on this trade/purchase of property with the railroad. Mr. Lynch asked about status and process with the historic tax credits, Mr. Schmidt stated they have part one of three phases of the tax credit approved and they are planning to submit the second part at the end of September. Questions were asked regarding LEED certification and issues regarding asbestos and lead based paint and Mr. Schmidt believed that there were measures in place to take care of all of these items and that there would be no concerns.

4. **OBHB - Committee supports a recommendation** – Ms. Easton shared that she believes this is an exciting project and it was discussed how this building is one of Billings' last large, blighted buildings in the downtown core.

Discussion was had regarding the current state of financials in the TIF district and other TIF districts in Billings as well as the State. Mr. Casey covered the current anticipated TIF awards, the current cash, future obligations, Mr. Casey covered the method used to forecast TIF funding and the several variables that may change predictions, future buildings that will come into the TIF district. Discussion was had regarding various line items on the budgets, specific buildings in question and their contributions to the TIF, Ms. Easton encouraged the board for creative approaches to reimbursements of grants of this size and larger, discussion was had regarding options to be able to feasibly provide reimbursement, Mr. Lynch asked about the ability to spread out the repayment. Mr. Zoeller provided an example of a building that was creatively financed in the EBIRD District, the board discussed how it's hard-to-get developers to come to Billings when they see buildings like this, and it was expressed amongst the board that they wanted this project to succeed. Mr. Arveschoug is excited to see the price point of the apartments in the OBHB project.

It was suggested that the grant also be conditional on the historic tax credit, and that the risk be put on the grantee, Mr. Casey shared that it's promising that they have already been approved through Phase I and that they are expecting to hear back on Phase II in September. Ms. Easton shared that next year is a full assessment and believes it's likely that the TIF will see a bump and a hopeful outcome.

Commissioner Pitman shared this could also be a perfect project for the C-PACE program, discussion was had regarding C-PACE going on the agenda for an upcoming County meeting.

Mr. Kukulski suggested tying TIF funding to their construction and the project deadlines and discussion was had regarding the various years that the reimbursement could start in. The Committee had recommended a five-year plan to reimburse \$149,000 a year for five years for a total of \$745,000. The reimbursements wouldn't start until the year following the year in which the project was completed.

There was also a discussion to wait an additional year before signaling the reimbursements to begin. Mr. Lynch suggested to start the reimbursement in FY 2027 when most of the Downtown District larger commitments are no longer in place but if the funds are available, it can start earlier. Ms. Easton suggested that there be a review process if approached to be refunded earlier. Discussion was had with current projects that are a concern with projects that funding has been approved but might not meet the requirements of the agreement.

Councilman Rupsis suggested the option of being able to establish a partnership with a local credit union or bank to be able to provide essentially a bridge loan. Mr. Scala concurred that this is something that he has been thinking about as well.

Commissioner Denis Pitman Made a motion to Approve the OBHB TIF request Mr. Patten seconded the motion.

Ms. Easton asked for a clarification regarding the details of the motion. Discussion was had regarding the presentation to Council, the language in the contracts, the years in which to reimburse, as well as the current projects and commitments. Mr. Lynch clarified that this Board has done its job to fulfill the agreements to the grantees and it's the developer's responsibility to fulfill their end of the agreement and he believes that we can't hold hands and continue to wait for the grantees to exceed their already once extended deadlines. Ultimately it was decided that the reimbursement timeline is always indicated in the development agreement and that the City has to fulfill its debt service obligations first; all of which a developer agrees with when signing an agreement. Therefore, if the reimbursements are scheduled to begin in FY25 and the project is not complete yet or the district doesn't have money, reimbursements won't begin until the following year pending the two conditions stated above.

Ms. Hafer recused herself from the vote regarding the OBHB.

All were in favor, none were opposed, and the motion passed unanimously.

5. **Mixed use developments (Retail/Housing)**

- a. Yesteryear's RFP – Mr. Casey shared that this is in the packet and given the amount of remaining time this will not be addressed. He asked the Board to follow up on these matters. Discussion was had regarding the Yesteryears RFP, TIF funding for the Yesteryears building, and questions amongst the Board.



DBP Board Agenda - August 26, 2022,

G&W Building - 2722 3rd Ave N

Regular Business Meeting - 7:30 - 9:00 a.m.

6. **New Business/Old Business** – None discussed at this time

7. **Partner Reports** –
 - a. BSEDA: Mr. Steve A provided an update on their annual meeting.
 - b. Commissioner shared that the C-PACE program is moving forward to be put on the agenda.
 - c. Mr. Scala provided an update on the Parking Board activities.

8. **Adjourn at 9:00 a.m.** - Mr. Lynch adjourned the meeting at 9:02 AM

NOTE: SUPPORTING DOCUMENTS FOLLOW AGENDA

CITY OF BILLINGS

CITY OF BILLINGS' VISION STATEMENT:

***“THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE
PEOPLE FLOURISH AND BUSINESS THRIVES”***

AGENDA

COUNCIL CHAMBERS

December 8, 2008

6:30 P.M.

CALL TO ORDER – Mayor Tussing

PLEDGE OF ALLEGIANCE – Mayor Tussing

INVOCATION – Councilmember McCall

ROLL CALL

**MINUTES – November 13, 2008, Special Meeting
November 24, 2008**

COURTESIES – Presentation to Al Winegardner and family in appreciation of donation in memory of Jayne Winegardner

PROCLAMATIONS

ADMINISTRATOR REPORTS – Tina Volek

PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Item: 1 ONLY.
Speaker sign-in required. (Comments offered here are limited to 1 minute per speaker. Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item.)

(NOTE: For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the back of the room.)

CONSENT AGENDA:

1. A. **Change Order #3**, W.O. 08-09, Waste Water Treatment Plant Primary Effluent Pipe Replacement and Sludge Drying Bed Expansion, Western Municipal, \$20,468.65, and **increase** the City Administrator's change order authority by \$50,000.

B. **Approval** of compensation agreement for Private Contract No. 599, Emmanuel Baptist Church Sanitary Sewer Extension project, \$325,360.

C. Approval of amended Purchase and Sale Agreement with School District Two for ten acres within Cottonwood Park for \$200,000, and **authorization** for the Mayor to execute associated documents to consummate the sale and transfer of ownership of the property.

D. Approval of grant application submittal to Safe Route to School Program for the Elementary School Traffic Plan, \$50,000.

E. Resolution relating to financing of proposed Zone 3 Storage, Zone 4 Reservoir project and Water Rehabilitation project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing water projects prior to the availability of funds.

F. Resolution relating to financing of a proposed Wastewater treatment plant disinfection system project; establishing compliance with reimbursement bond regulations under the Internal Revenue Code for the purpose of reimbursing the City with bond sale proceeds for financing sewer projects prior to the availability of funds.

G. Second/Final reading ordinance expanding the North 27th Street Urban Renewal Area – 2008.

H. Second/Final reading ordinance modifying the South Billings Boulevard Urban Renewal District.

I. Exempt Amended Plat of Tract 1 of Certificate of Survey 1815.

J. Bills and Payroll
(1) November 7, 2008
(2) November 14, 2008

(Action: approval or disapproval of Consent Agenda.)

REGULAR AGENDA:

2. PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR BIG SKY ECONOMIC DEVELOPMENT AUTHORITY/GENERAL ELECTRIC CAPITAL CORPORATION for a new building at 3333 Hesper Road. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).

3. PUBLIC HEARING AND RESOLUTION GRANTING NEW OR EXPANDING INDUSTRY TAX INCENTIVES FOR DALCO INDUSTRIES DBA TETON STEEL for property improvements at Gabel Road and South 29th Street. Staff

recommends approval. (**Action:** approval or disapproval of staff recommendation).

4. **PUBLIC HEARING AND FIRST READING ORDINANCE FOR REVISIONS TO BOARDS AND COMMISSIONS:** Revisions that provide consistency in procedural areas for advisory boards, commissions and committees, and reorganizes ordinances into one Article of the Code. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).
5. **PUBLIC HEARING FOR EXTENSION OF INTERIM ZONING ORDINANCE:** A proposed one-year extension of the Interim Zoning Ordinance that amends Section 27-611, Sexually Oriented Businesses, and allows the interim zoning ordinance to be effective until December 23, 2009. Staff recommends approval. (**Action:** approval or disapproval of staff recommendation).
6. **DOWNTOWN BILLINGS PARKING STUDY.** Delayed from 11/24/08. Staff recommends approval of contract with Rich and Associates, Inc. for \$68,500. (**Action:** approval or disapproval of staff recommendation).
7. **PUBLIC COMMENT on Non-Agenda Items -- Speaker sign-in required.** (*Restricted to ONLY items not on this printed agenda; comments limited to 3 minutes per speaker. Please sign up on the clipboard located at the back of the Council Chambers.*)

(**Action:** approval or disapproval of Consent Agenda.)

ADJOURN

(**NOTE:** Additional information on any of these items is available in the City Clerk's Office)

Visit our Web site at:
<http://ci.billings.mt.us>

ATTACHMENT A

ORDINANCE NO. _____

AN ORDINANCE MODIFYING THE URBAN RENEWAL PLAN OF THE NORTH 27TH STREET DISTRICT URBAN RENEWAL AREA; MODIFYING THE BOUNDARIES OF THE DISTRICT; ADOPTING A MODIFIED URBAN RENEWAL PLAN INCLUDING A TAX INCREMENT PROVISION; APPROVING URBAN RENEWAL PROJECTS THEREIN AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT URBAN RENEWAL REVENUE BONDS OF THE CITY TO FINANCE COSTS THEREOF

NOW, WHEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

WHEREAS, on July 11, 2005 the City Council adopted Ordinance No. 05-5333, which created the North 27th Street District Urban Renewal Area (hereafter “North 27th Street District”) and adopted the Urban Renewal Plan of the North 27th Street District Urban Renewal Area (“N. 27th Street Plan”) that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, on November 13, 2006 the City Council adopted Ordinance No. 06-5394 which expanded the boundaries and amended the N. 27th Street Plan to create the Extended N. 27th Street District that included a tax increment provision and endorsed urban renewal projects.

WHEREAS, it has been determined that the Extended North 27th Street District and the N. 27th Street Plan should be modified to include additional property contiguous to the Extended North 27th Street District.

WHEREAS, this Council on November 24, 2008, conducted a public hearing on a proposal to modify the N. 27th Street Plan by adopting the Urban Renewal Plan of the Expanded North 27th Street District Urban Renewal Area - 2008, thereby establishing a modified urban renewal area to be formally designated as the Expanded North 27th Street District Urban Renewal Area - 2008 (the “Expanded North 27th Street District - 2008” or “the Property”), and to undertake urban renewal projects therein, all as authorized by Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”).

WHEREAS, the Expanded North 27th Street District - 2008 is depicted on Attachment 1 (depicting the relationship of the Expanded North 27th District – 2008 to the Extended N. 27th Street District) and which is hereby incorporated herein and made a part hereof. Pursuant to this Ordinance, the boundaries of the Redevelopment Area are modified to reflect the addition of the Property depicted on the map on Attachment 1. The Redevelopment Area, as modified, is depicted on Attachment 1 and legally described on Attachment 2 (the “Resulting Redevelopment Area”) (each of which is hereby incorporated herein and made a part hereof). The Resulting Redevelopment Area is contiguous.

WHEREAS, opportunities have been presented to the City that makes it desirable for the City to consider urban renewal projects within the Expanded North 27th Street District - 2008 consisting of demolishing certain blighted structures within the district; improving such properties with new construction, landscaping, utilities, and other similar improvements; and making the properties so improved available for private redevelopment in accordance with the Act (the "Projects"). Development proposals to be considered for funding include mixed use projects, building renovations, services for the District and the construction or expansion of City owned parking structures within the District.

WHEREAS, the proposed modified urban renewal plan titled the Urban Renewal Plan of the Expanded North 27th Street District - 2008 is attached hereto as Attachment 3 (which is hereby incorporated herein and made a part hereof) (the "Modified Plan"). The Modified Plan contains a tax increment provision and will govern the operation and administration of the Expanded North 27th Street District - 2008.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Billings, Montana, as follows:

1. Findings. This Council hereby finds, determines and declares, based on the comments received at the public hearing and other studies and information available to this Council, that:

a. The Property presently contains structures and improvements that are in a state of substantial deterioration, are obsolete or defective, pose unsanitary or unsafe conditions, are vacant and unused, and have inappropriate uses. The present condition of the Property substantially impairs the sound functioning of the downtown area of the City and its environs, is conducive to juvenile delinquency and crime, poses the threat of vandalism or mischief and fire or loss, constitutes an economic and social liability, and is a menace to the public health, safety, and welfare of the residents of the City. Accordingly, the Council reaffirms its previous findings that the Property is a blighted area within the meaning of Section 7-15-4210 of the Act. This Council finds that the rehabilitation, redevelopment or a combination thereof of the Property is necessary and in the interest of the health, safety, morals or welfare of the residents of the City. This Council finds that undertaking measures to eradicate or diminish the blight affecting the Property will help to foster a more dynamic, livable, and vibrant downtown.

b. If Projects require relocation of displaced persons, a detailed relocation plan is required and will be prepared.

c. The Modified Plan conforms to the 2003 Billings and Yellowstone County Growth Policy and the City's Downtown Framework Plan.

d. The Modified Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise.

e. A sound and adequate financial program is required for the financing of Projects, which program includes substantial private investment and financing and the sale and issuance by the City of Tax Increment Bonds in proportions yet to be determined, for the purpose of financing a portion of the costs of the Projects as set forth above.

f. Approved Projects will constitute urban renewal projects within the meaning of the Act and are authorized to be undertaken by the City.

2. Plan Adoption. The Modified Plan is hereby adopted and approved in all respects, including without limitation, the segregation and application of tax increments as provided in Sections 7-15-4282 through 7-15-4293 of the Act as provided therein. For purposes of allocating taxes according to the Act, the "prior assessed value" of taxable property within the Expanded North 27th Street District - 2008 is that value shown on the assessment rolls as of January 1, 2008.

3. Project Approval. Authorized Projects are hereby approved.

4. Bonds. This Council approves financing the costs of Urban Renewal Projects, or a portion thereof, with proceeds of the Bonds. The City is hereby authorized and directed to undertake activities and analysis ordinarily prerequisite to the issuance of tax increment urban renewal revenue bonds in a principal amount not to exceed \$10 million for financing of the costs of Urban Renewal Projects or a portion thereof.

5. Conditional Commitment. The adoption of the Plan does not constitute a guarantee or a firm commitment that the City will issue the Bonds or undertake Projects. If, based on comments or information made available to or obtained by the City, it appears that the issuance of the Bonds or Projects is not in the public interest or consistent with the purposes of the Act, the City reserves the right not to issue the Bonds or undertake the Project.

7. Repealer. All resolutions, ordinances, and sections of the City Code inconsistent herewith are hereby repealed.

8. 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.

9. Effective Date. This Ordinance shall be in full force and effect from and after the date that is 30 calendar days after the date set forth below.

ADOPTED by the City Council of the City of Billings, Montana, on second reading this 8th day of December, 2008.

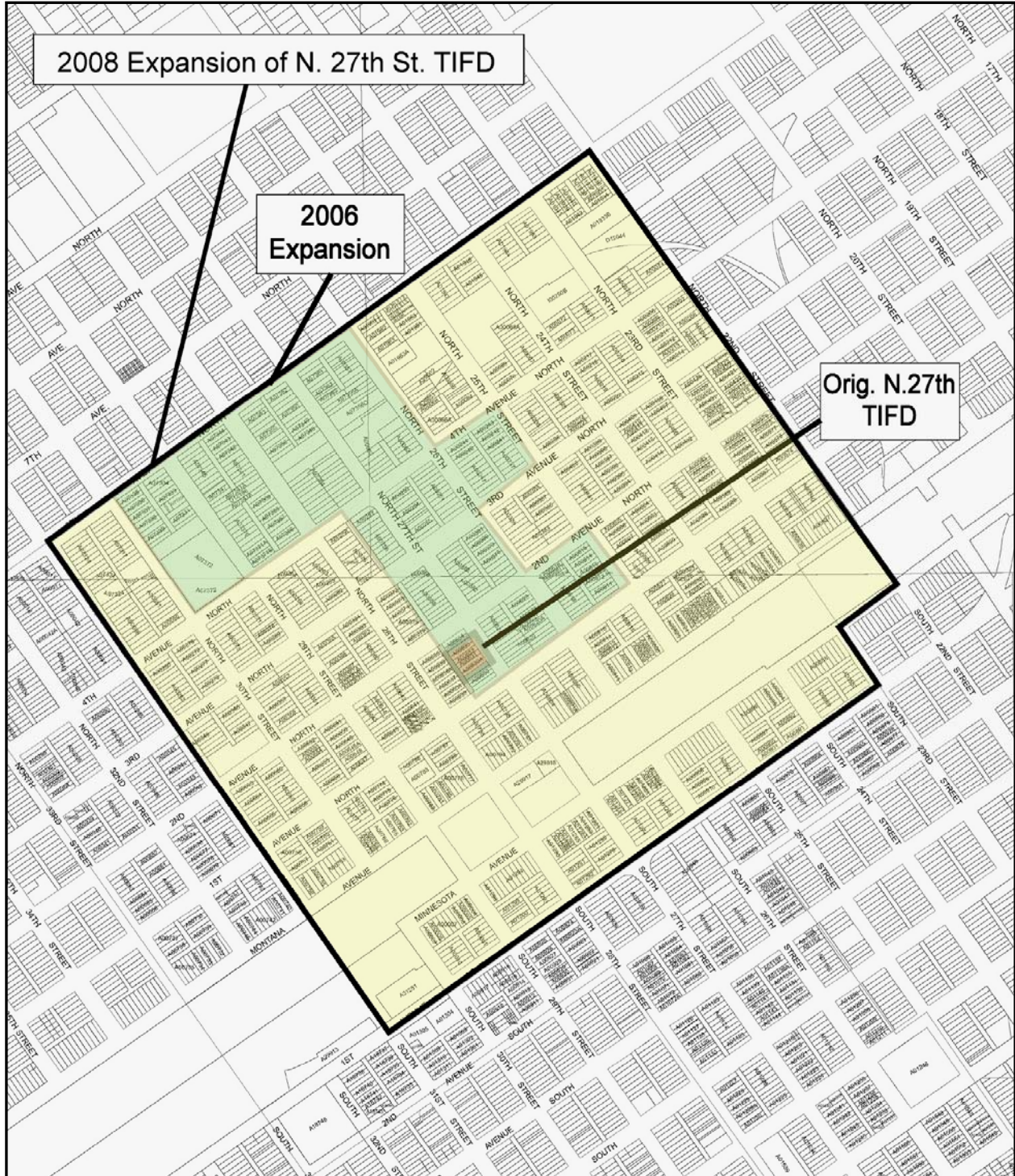
Ron Tussing, Mayor

ATTEST:

Cari Martin, City Clerk

ATTACHMENT 1

Expanded North 27th Street Urban Renewal District – 2008 Boundaries, Boundaries of the Extended N. 27th Street District (2006) and the Boundaries of the N. 27th Street District (2005)



ATTACHMENT 2
Expanded North 27th Street Urban Renewal District – 2008
Boundary Description

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein.

ATTACHMENT 3
Expanded North 27th Street Urban Renewal Area – 2008
Modified Plan

**EXPANSION OF THE BILLINGS, MONTANA
NORTH 27TH STREET URBAN RENEWAL AREA,
WITH TAX INCREMENT, AND AMENDMENT TO
THE URBAN RENEWAL PLAN**

FOR CITY OF BILLINGS AND PLANNING REVIEW
October 14, 2008

Prepared by



Downtown Billings Partnership, Inc
2815 2nd Ave. North – Billings, MT 59101 – gregk@downtownbillings.com

SECTION 1 – INTRODUCTION

On July 11, 2005, the City Council adopted an ordinance that (a) created the North 27th Street District Urban Renewal Area (“North 27th Street District”) and (b) adopted an urban renewal plan for the district. On November 13, 2006 the City Council adopted an ordinance that (a) expanded the North 27th Street District and (b) modified the urban renewal plan for the district. For reasons discussed in this Amendment to the Urban Renewal Plan of the North 27th Street District (“Plan”), it has been determined that the North 27th Street District should be expanded again to include other contiguous blighted properties in need of redevelopment. Further, it has been determined that this area, known as the Central Business District of Billings, 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 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 North 27th Street District approved by the City Council on July 11, 2005 and modified on November 13, 2006 is hereby included by reference as part of this amended Plan and shall remain applicable hereto 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 Downtown Billings Framework Plan, adopted by the Billings City Council on December 22, 1997 and by the Yellowstone County Commissioners on December 23, 1997, is still valid and should be considered a part hereof. The terms defined in “Part I – DEFINITIONS” of the North 27th Street District Plan shall have the same meanings in this Plan unless a contrary meaning is expressed herein. The expanded district proposed in this Plan is hereafter referred to as the Expanded North 27th Street District - 2008 or the “District.”

SECTION 2 – BACKGROUND

The original Downtown Redevelopment District, a downtown tax increment finance district, was created on December 20, 1975 by a resolution which cited hazardous conditions existing in the district due to overhead utility wires, inefficient land use, problems of access and circulation, physical constraints to development, random location of mixed uses and deteriorated building

conditions, and found that rehabilitation and redevelopment of the District would be in the public interest. That original district (hereafter “1975 District”) comprised one hundred and twenty four (124) blocks in the city center after the 1985 south expansion and the 2004 east expansion. The 1975 District expired March 1, 2008 but the Urban Renewal Plan and the Framework Plan used for that district, in many parts and in relation to this District remain valid.

Because the 1975 District has terminated, but many of the undesirable conditions continue to exist, it was determined that it would be in the best interest of the City to expand the North 27th Tax Increment District to assist the construction of public improvements, stabilize and grow the tax base, increase the parking inventory, increase the inventory of downtown residential property, stimulate multi-use development (“Multi-Use Facility Projects”), fill street level vacancies, provide expanded security, develop safe event locations with appropriate traffic control devices, expand the Business Improvement District, make modifications to street and intersection lighting, increase traffic calming and reduce the noise in the district through Quiet Zone management and further implement the vision of the Downtown Framework Plan.

Currently, there is a need to expand the North 27th Street District to encompass development needs on the North 27th Street corridor, the North Broadway corridor, the Old Town Neighborhood and the Montana Avenue Historic District (including expansion of the Historic District to include areas south of the railroad tracks), the Civic District, areas adjacent to the Medical Corridor, adjacent to the East Billings Urban Renewal Area and other underutilized properties within the Central Business District of Billings. Although there has been significant improvement in the valuation of property in much of the 1975 District, the area defined by this proposed expanded tax increment district has major properties that have been neglected for many years and continue to show signs of serious blight and tax base decline. Many parcels have been removed from the tax rolls and/or are delinquent on payments of taxes and fees. The Expanded North 27th Street District creates an opportunity to continue redevelopment of the center of downtown with a mixture of public and private investment in a roughly seventy-one-square-

block district (just over half of the size of the 1975 expanded district) encompassing the existing North 27th Street District.

The area has several pockets of low taxable value, with several lots of the land being owned by government and other non-profit entities and several buildings that are over 50% vacant.

The creation of the Expanded North 27th Street District is essential to any planned development at 4th Avenue North and North Broadway, redevelopment of the vacant Northern Hotel, improving security and expanding the clean safe and vibrant programs of the Business Improvement District, continuing redevelopment of the Civic Plaza area, developing the boundary areas of the Medical Corridor and the East Billings Urban Renewal Area, and expanding the Historic District. It could also assist with the essential remodeling of the Northern Hotel, the Babcock Theatre, the Westwood Building, the Lincoln Hotel Building. Public infrastructure construction within this expanded District could assist with the renovation and/or relocation of various City facilities, such as the public library. It is currently expected that the expanded North 27th Street District may help fund the following projects:

I. Business Programs and Projects

- a. Business Retention
 - i. Targeted assistance and review of existing street level businesses
 - ii. Retail market survey
- b. Business Recruitment
 - i. Development of a “chainlet” network
 - ii. Business plan development assistance
 - iii. Association networking
 - iv. Business Improvement District support
 - v. Business cluster analysis
 - vi. Pedestrian study
 - 1. demographics
 - 2. directions
 - 3. linkages
 - 4. destinations
 - 5. wayfinding

II. Parking and Transportation

- a. Increase use of public transit
- b. Parking structures to support current and future needs

- c. Explore parking linkages to adjacent destinations
- d. Explore parking management practices and programs
 - i. Off street parking
 - ii. On street parking

III. Crime Prevention and Public Safety

- a. Cooperative Security Program
- b. Business Watch Program
- c. Crime and Fraud prevention programs
 - i. Geared towards street level businesses

IV. Management, Implementation and Maintenance

- a. Downtown Billings Partnership, Inc. or its successor, management agreement
 - i. Project development
 - ii. Public awareness
 - iii. Advocacy and liaison between public and private sectors
- b. Business Improvement District expansion and development
 - i. Cooperative work agreements with PMDs
 - ii. Development and promotion of Conference Corridor
 - iii. BID expansion
 - iv. “Green” Management
 - 1. Recycling programs
 - 2. Tree management

V. Infrastructure Improvements

- a. Public
 - i. Expansion of Historic District
 - ii. New Library
 - iii. New Planning Department Offices
 - iv. Public Parking and Greenspace
 - v. Intersection Lighting by Public Works
 - vi. New SILMDs for mid-block lighting
 - vii. Streetscapes and traffic calming plans
 - viii. Sidewalks, curbs and gutter improvements
 - 1. stabilization of vaults
 - ix. Relocation of public and private utility lines
- b. Public infrastructure improvements that would support the following development projects/programs
 - i. Workforce housing development
 - ii. Loft and Condo development
 - iii. Lodging development
 - iv. Conference Facilities

v. Entertainment venues

SECTION 3 – SUMMARY OF BLIGHT FINDINGS

The area in the proposed expansion of the North 27th Street District contains a great deal of blight. Within the district there is substantial structural deterioration, long-term land vacancy, a railroad spur line that has been abandoned and a major rail line that continues to divide the Central Business District. Several of the commercial buildings in the district are deteriorated and/or vacant and need demolition or renovation. Many of the storefronts and upper floors are vacant or under-occupied. Sidewalks are cracked; 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 continued managed urban renewal, even these success stories will once again decline in taxable value. Most of the district falls into the blighted, neglected and under-utilized categories.

SECTION 4 – DESCRIPTION OF BLIGHTED AREA

The expanded urban renewal area described in this amended Plan incorporates most of the Central Business District. Within the district there are several older, single-story structures that have been retrofitted for offices and warehousing, numerous surface parking lots, and several vacant structures. 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 includes 405 (Exhibit A) property tax codes plus a segment of centrally assessed BN Railroad property. The complete, expanded Urban Renewal Area will have 481 property tax codes plus the segment of BN Railroad property. Within that total area, and as noted in the 2006 approved Urban Renewal Plan, there are many “target areas” that should be immediately considered for redevelopment. The properties on N. Broadway between 4th Avenue North and 6th Avenue North will need additional parking to facilitate the construction of a Stockman Bank facility. The area adjacent to the Northern Hotel on North Broadway is in need of parking due to the closure of the privately owned parking structure in that area due to unsafe and blighted conditions of the structure. The area east of the Yellowstone County Courthouse Lawn is targeted for a new federal courthouse and will need additional parking and green spaces. The area between the new MET transit facility on N. 25th Street and to the east boundary of the East Billings Urban Renewal Area (N. 22nd Street) is in need of redevelopment that could include workforce housing and parking. The status of the Battin Federal Courthouse is still unclear. The facility is contaminated with asbestos and is destined to become vacant with the completion of a new federal courthouse and office building. This

vacancy will present a redevelopment opportunity in the near future. The area surrounding City of Billings Park IV contains many surface parking lots that could be developed if Park IV is sold to a private developer. This area lacks high-rise housing with mixed use occupancy on the first floor. The future use of the Lincoln Center is unclear and it could be a redevelopment opportunity if the school district ceases its administrative and continuing education functions in the building. The properties on 1st Ave. S. and Minnesota Avenue are not currently in a Historic District and values remain stagnant as compared to the Montana Avenue area. The redevelopment of the south side of the railroad tracks has not kept up with the redevelopment north of the tracks and should be a target area. Several properties located between Montana Avenue and 1st Avenue North are severely underutilized and in need of redevelopment. Without attention to some of this blight, over time, the value of the Montana Avenue redevelopment will most likely be negatively impacted.

SECTION 5 – DETERMINATION OF BLIGHT

The proposed expansion area of the North 27th Street District contains a number of underdeveloped properties. The Council previously determined that the property included in the North 27th Street District was “blighted” within the meaning of the Act in Resolution 05-18276 adopted June 13, 2005 and Resolution 06-18488, adopted September 25, 2006. The Redevelopment Area, including the portion that is to be expanded to form the Expanded North 27th Street District - 2008, was previously determined to be blighted and an appropriate area for an urban renewal project in Resolution No. 12107 dated January 5, 1976. Deficiencies in public and private properties located in the district lead to a determination that the area continues to be blighted, as defined by state statute. Specific areas of blight on the site are listed below:

Deficient Structures in Expanded Area

There are several buildings 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.

Deficient Public Facilities in Extended Area

The streets, curbs, gutters and sidewalks in much of the area are in satisfactory repair. However, sewer and water utilities in the area are aging and have required frequent repairs in recent years. Several parking lots generally do not meet code requirements for paving, striping and landscaping. Many of them are cracked and crumbling. The city owned parking ramps within the area, except for Park IV have extensive “waiting lists” and public parking for adjacent office and commercial structures continues to be inadequate. Demand for parking will continue and additional and expanded parking structures will be required to accommodate commercial growth.

Deficient Land Use in Extended Area

In general, the area is under-utilized due to the significant amount of surface parking areas and a large number of single-story structures. The taxable value of this district must be stabilized and encouraged to grow.

SECTION 6 – THE SITE AND ITS RELATIONSHIP TO THE CITY

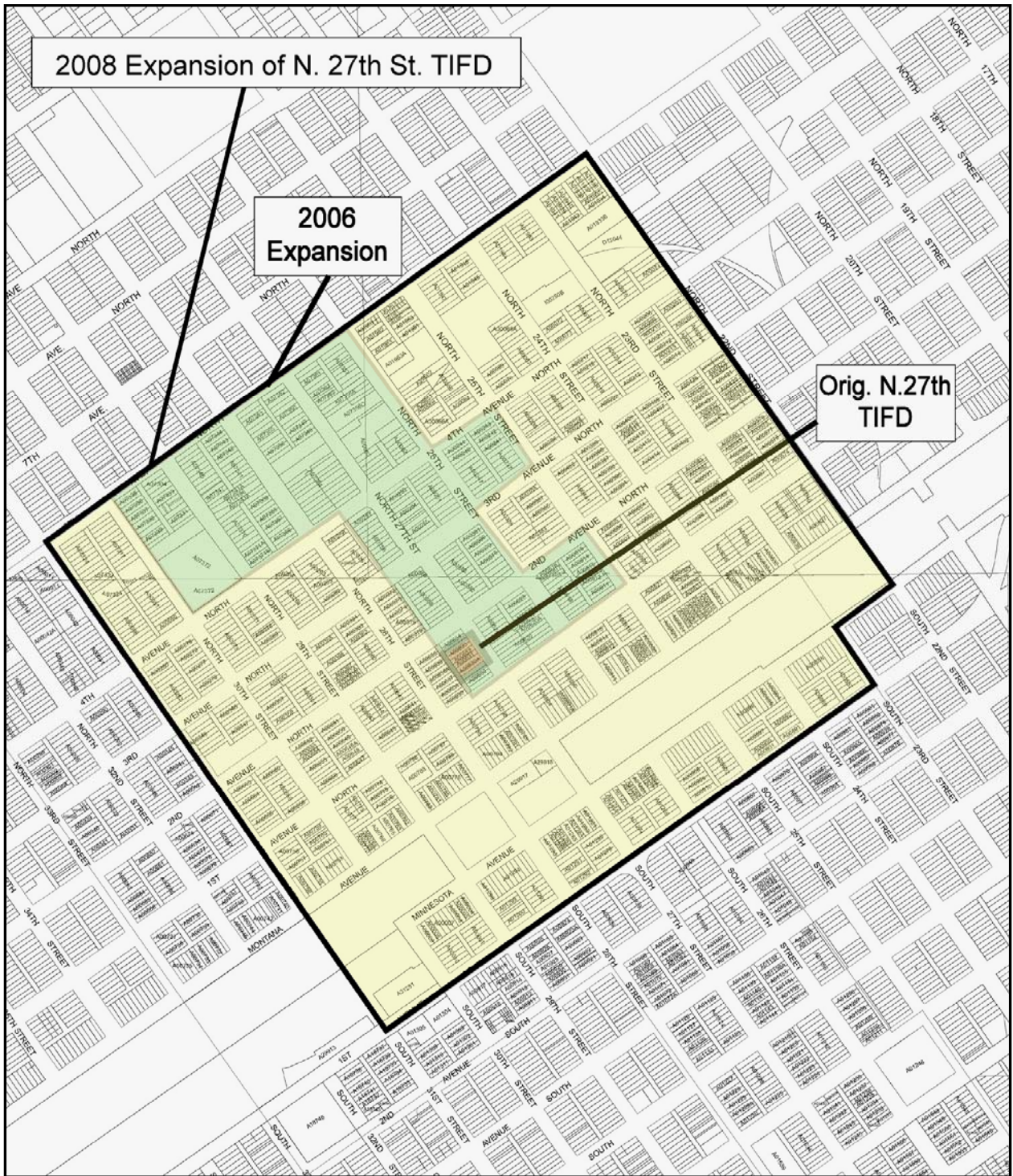
As noted, the expanded North 27th Street Urban Renewal Area comprises most of the Central Business District (CBD) of the City of Billings.

SECTION 7 – LEGAL DESCRIPTION

The legal description of the proposed Expanded North 27th Street District – 2008 is as follows:

Beginning at a point at the intersection of the centerlines of 6th Avenue North and North 31st St. proceeding east along the centerline of 6th Ave. North to a point at the intersection of the centerlines of 6th Avenue North and N. 22nd Street proceeding south along the centerline of North 22nd Street, crossing the centrally assessed Burlington Northern Railroad property, to a point at the intersection of South 22nd Street and Minnesota Avenue proceeding west along the centerline of Minnesota Avenue to a point at the intersection of Minnesota Avenue and South 23rd Street proceeding south along the centerline of South 23rd Street to a point at the intersection of South 23rd Street and 1st Avenue South proceeding west along the centerline of 1st Avenue South to a point at the intersection of the centerlines of 1st Avenue South and South 31st Street proceeding north along the centerline of South 31st Street, crossing the centrally assessed Burlington Northern Railroad property, to the starting point at the intersection North 31st Street and 6th Avenue North encompassing all parcels and tax codes therein, all inclusive.

Map of entire Expanded N. 27th District



SECTION 8 – PROPERTY DEVELOPERS

New development in the proposed tax increment district will also be accomplished through the implementation of the Downtown Framework Plan. These Projects are described in Section 2 of this plan.

SECTION 9 – PROJECT RELATIONSHIP TO THE FRAMEWORK PLAN

The proposed urban renewal area and expanded tax increment district is located generally in the center of the City and encompasses most of the “districts” as defined by the Billings Framework Plan (“Framework Plan”). One goal of the Framework Plan was to remove barriers to downtown circulation and development created by 4th Avenue North and 6th Avenue North and establish the area between the avenues as both a discreet district and a recognized extension of the CBD, thereby allowing potential ties to the medical corridor and MSU-Billings from the CBD. Generally, the Framework Plan stressed the downtown’s ability to make a positive impact on the entire city. The Framework 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 N 27th Street District may be managed in a similar manner and could make use of the redevelopment and facilitation established through that management entity.

Framework Plan Recommendation: Housing

The Framework Plan states that housing should be a top priority and that the City should continue to work with builders and developers to encourage downtown housing through various methods. Specifically, the plan states that high-rise housing is to be located in the east transition zone and portions of the north transition zone.

The formation of an expanded tax increment district will help to raise funds that can be used for construction or rehabilitation of public infrastructure necessary to attract and retain housing in the area.

Framework Plan Recommendation: Priorities

The top priorities identified in the Framework Plan include the following:

- Development incentives, including business retention and recruitment
- Housing – demonstration projects
- Streetscape Kit of Parts – expand kit to include Minnesota Avenue
- Events Kit of Parts – Modern and safer traffic control devices may be needed
- Paring configuration adjustments – several one-way streets could be converted to 2-way
- 5th Avenue North Corridor preservation and enhancement

This amendment to the Plan and the urban renewal projects that it contemplates specifically address all six of these priorities.

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 Growth Policy (“Growth Policy”) refers to and promotes downtown redevelopment in a variety of ways. This amendment to the Plan is consistent with the current Growth Policy.

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. Most of the District contains no existing dwelling units or housing, and 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 Plan conforms to the Growth Policy for the City as a whole and to the

Framework 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 North 27th Street District by private enterprise. It is unreasonable to expect that the district will be remain stabilized and/or redeveloped without substantial public support. Numerous 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. Experience has validated the foregoing facts and observations. 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 the Bonds in an amount not to exceed the costs of the project, including administration costs and costs of issuance of the Bonds. Any approved Development Project will require commitments of substantial private financing that will provide the primary means for funding construction of the improvements.
5. This Expanded N. 27th Street District - 2008 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 or contraction of the Urban Renewal District boundaries. In cases where the boundaries are not modified, but the contents of the urban renewal plan are substantially modified, notification shall be mailed to all owners of property within the Urban Renewal District area.

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 Downtown Billings, create substantial employment opportunities, and increase the tax base of the City and other taxing jurisdictions. The expanded North 27th Street District 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 therewith:

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 current base taxable value of the district plus the base taxable value of all real and personal property added to the district by this amended plan and as show in Exhibit B as of **January 1, 2008.**
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 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 (15th) 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 North 27th Street Urban Renewal District will have a positive impact on Downtown Billings and no impact on the total taxable value flowing to the taxing entities from the now expired 1975 Urban Renewal District.

Expansion of the North 27th Street District is an essential first-step in completing what may be a number of urban renewal projects. If completed, mixed use projects approved within the first two years could stimulate over \$30 million in new construction, and possibly as much as \$15 million in re-sales and redevelopment. Approximately 500 new employees and new downtown residents could be located on the commercial and upper floors of possible mixed use projects. Thus, expansion of the district, in addition to further stabilizing the tax base, eliminating blight and providing renaissance to the CBD, will also bring new employees and residents to the CBD.

Mixed use development within the Expanded District ties in favorably with and actually stimulates the remodeling plans that are currently underway for several downtown properties. Additionally, like any major new development, the anticipated Stockman Bank construction at 4th Avenue North and North Broadway will have a stimulating effect on the surrounding area. Specific examples of this are:

1. It will tie the CBD to the medical corridor located immediately to the north of the development.
2. The Billings Clinic has purchased the Underriner property to the north and west of the Library. The Clinic's plans at this point have not been determined; however, the development proposed in this amended Plan will enhance and encourage future development by this group.

3. The Framework Plan encourages the development of the 5th Avenue North corridor. An enhanced Library, as accomplished by projects described in this Plan, will provide an excellent entrance to this corridor.
4. Future redevelopment and revitalization of structures like the Northern Hotel and the Babcock Theatre Building are enabled by this district.
5. This expanded district may assist with the completion of and continued modernization of City owned downtown parking structures.

In conclusion, expansion of the North 27th Street Urban Renewal District to include the property described in this amended Plan will have a positive effect on the CBD and the City.

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

ATTEST

BY: Denise R. Bohlman
Denise R. Bohlman, City Clerk

Date: 09/08/2025
Title: Residency Requirements for Department Heads
Presented by: Chris Kukulski, City Administrator
Department: City Hall Administration
Presentation: No
Legal Review: Not Applicable
Project Number: N/A

RECOMMENDATION

See attached initiative

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

N/A

ALTERNATIVES

City Council may:

- Approve; or,
- Not Approve

FISCAL EFFECTS

N/A

Attachments

Kennedy Residency Requirements

COUNCIL INITIATIVE PROPOSAL FORM

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

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

COUNCIL MEMBER PROPOSING INITIATIVE: BILL KENNEDY

SHORT NAME OF INITIATIVE: DEPT. HEAD CITY OF BILLINGS RESIDENCY IN CITY

TERMS OF MOTION PROPOSING LEGISLATIVE OR STAFF ACTION: (Please be as specific as possible. Indicate if action is to be divided into steps or phases. Use separate sheet if needed.)
All Department Heads hired on or after October 1,2025 will need to reside in the City of Billings before taking the position.

1.Dept. heads propose rate increases and fee increases. 2. Cities across the country also have this requirement.
3. As a city resident they also have a voice in their neighborhood.

CITY STAFF OR DEPARTMENT POTENTIALLY IMPACTED BY INITIATIVE: All Department heads

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

ESTIMATE OF APPROXIMATE STAFF AND COUNCIL TIME REQUIRED: _____

APPROXIMATE TIMELINE FOR STAFF/DEPARTMENT ACTION:
OCT.1,2025

COSTS OTHER THAN STAFF TIME, IF ANY: _____

PRIORITY RELATIVE TO EXISTING INITIATIVES (SEE LIST AVAILABLE FROM CITY ADMINISTRATOR):

High

ADDITIONAL INFORMATION OR COMMENTS:
